

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 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 – Bid Opening Red Bank Road Twin Bridges Deck Replacement – Cancelled until September 11, 2000, at 10:00 AM at County Engineer Office

7:30 PM – Continuing the Public Hearing of the Annexation of 86.8, More or Less, Acres from Liberty Township to Village of Powell

7:45 PM – Public Hearing for the Proposed Amendments to the Delaware County Zoning Resolution

RESOLUTION NO. 00-706

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD AUGUST 28, 2000:

This resolution was passed on due to only one Commissioners being present from that meeting. This will be on September 11, 2000, meeting.

PUBLIC COMMENT- Mr. Cannon announced the Red Bank Twin Bridges Deck Replacement bid Opening will be September 11, 2000, at 10:00 AM

RESOLUTION NO. 00-707

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 281186 THROUGH 281678:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 281186 through 281678 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-708

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Dawn Pittman attend the Human Resource Management & Law Conference at Columbus on October 19, 2000, in the amount of \$88.00.

Commissioners are requesting that Letha George and Dottie Brown attend the Northwest Ohio Commissioners Meeting at Putnam County on September 18, 2000, in the amount of \$40.00.

Department of Job and Family Services is requesting that Rose Powers, John Reeves, Marcy Downing, Carrie Block, Craig Hill, Donna Bukovec, Keith Matlock, and Marie Ellinger attend the PCSAO Conference at Worthington on September 13 through 15, 2000, in the amount of \$1,375.00.

County Engineer is requesting that Michelle Strohl attend the Communications Techniques for Customer Service Seminar at Columbus on September 26, 2000, in the amount of \$82.00.

County Engineer is requesting that Michelle Strohl attend the Writing Skills Workshop at Columbus on October 16, 2000, in the amount of \$82.00

County Engineer is requesting that Michelle Strohl attend the Proofreading & Editing Techniques at Columbus on November 16, 2000, in the amount of \$82.00.

OECC is requesting that Rick Varner attend the WEFTEC 2000 Conference & Expo at Anaheim, California on October 14 through October 18, 2000, in the amount of \$1,995.00.

Economic Development is requesting that Tim Boland attend the Office of Housing & Community Partnership/ Ohio Department of Development at Sawmill Creek Resort on October 30 through November 2, 2000, in the amount of \$627.20.

Clerk of Courts is requesting that Betty Porter and Sandra Cramer and three Deputy Clerks attend the Manatron Writs User Seminar at Coshocton on September 7, 2000, in the amount of \$54.00.

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

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RESOLUTION NO. 00-709

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

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

TRANSFER OF APPROPRIATION

| FROM: | TO: | AMOUNT: |
|---|--|-------------|
| 001-3360-010 Gen Fund/Sheriff - Salaries | 001-3360-020 Gen Fund - Srvs & Chrgrs | \$ 3,500.00 |

TRANSFER OF FUNDS

| FROM: | TO: | AMOUNT: |
|---|---|---------------|
| 001-0120-047 Gen Fund - Transfers | 055-5510-087 Bond Retirement – Transfer-in | \$ 517,230.39 |
| 001-0120-047 Gen Fund - Transfers | 055-5510-087 Bond Retirement – Transfer-in | \$ 2,076.15 |
| 079-7910-047 Tartan Fields - Transfers | 055-5510-087 Bond Retirement – Transfer-in | \$ 57,471.92 |

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

RESOLUTION NO. 00-710

IN THE MATTER OF APPROVING PLANS FOR SHERBROOK, PHASES 7 & 8; SCIOTO RESERVE, SECTION 4, PHASE 3; WOODS ON SELDOM SEEN III; MALABAR SUBDIVISION; PLAT FOURWINDS DRIVE, PHASE 1:

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

Sherbrook, Phases 7 & 8

Street, Storm and Water Improvements -Situated in the Township of Genoa, being a part of Lots 2 & 3, Section 3, Township 3, Range 17, U.S. Military Lands

Scioto Reserve, Section 4, Phase 3

Street, Storm & Water Improvements – Situated in the Township of Concord, being parts of Farm Lots 12-14, Section 2, Township 3, Range 19, U.S. Military Lands

Woods on Seldom Seen III

Part of Farm Lots 2, 3, and 23, Section 3, Township 3N, Range 19W, United States Military Lands, Liberty Township, Delaware County, State of Ohio

Malabar Subdivision

Liberty Township, Delaware County, Ohio, Part of Farm Lot 4, Section 4, Township 4, Range 19, in the United States Military Lands

Fourwinds Drive, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Berkshire, being part of Lot 5, of Section 2, Township 4, Range 17, United States Military Lands, containing 3.260 Acres, more or less, which includes all of a 2.546 Acres Tract conveyed to Cracker Barrel Old Country Store, Inc. by official record Volume 5, Page 138 and a 0.714 Acre Tract, herein dedicated for public right-of-way, which is a part of a 22.360 Acre Tract in which one-half interest was conveyed to MTB Corporation by Deed of Record in Deed Book 464 at Page 169 and Deed Book 545 at Page 507, and one-half interest was conveyed to Dorcy Oil by Deed Book 478 at Page 656, records of the Recorder’s Office, Delaware County, Ohio.

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

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RESOLUTION NO. 00-711

IN THE MATTER OF AUTHORIZATION TO TAKE ACTION ON THE BOND FOR EAGLE TRACE SUBDIVISION:

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

On January 28, 2000 we sent a letter to Romanelli and Hughes, the developer for the referenced subdivision, advising them of the remaining work on this project that needed to be addressed. Another letter was sent to the developer on July 27, 2000 advising them we would take action against their bond for this project if no action was taken by September 1, 2000. As of this date, we have received no response from them. We are, therefore, requesting authority to take action against this bond should they fail to comply with our requests by the September 1, 2000 deadline.

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

RESOLUTION NO. 00-712

IN THE MATTER OF ACCEPTING ROADS IN WILSHIRE ESTATES, SECTION 2B:

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

- An extension of 0.14 mile to **Township Road Number 774, Pleasant Colony Drive**
- **Emmanuel Drive**, to be known as **Township Road Number 926**
- **Ben Brush Place**, to be known as **Township Road Number 927**

We also request approval to return the Maintenance Bond being held as maintenance surety to the developer, Pizzuti Companies.

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

RESOLUTION NO. 00-713

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR THE SHORE, PHASE 12; COVINGTON MEADOWS, SECTION 1 AND FOURWINDS DRIVE:

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

The Shore, Phase 12

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$63,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

Covington Meadows, Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$58,600** for the duration of the one-year maintenance period. An Amendment to the developer's construction Letter of Credit is in place.

Fourwinds Drive

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$18,000** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

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

RESOLUTION NO. 00-714

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------|-----------------|----------------------|
| U000110 | American Electric Power | Clark Shaw Road | Install utility pole |
| U000112 | Columbia Gas | Sunbury Road | Install gas main |
| U000113 | General Telephone | Norton Road | Place buried cable |

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

RESOLUTION NO. 00-715

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND PAULA SMITH; JONI GARRISON AND CONNIE MILLER:

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

Paula Smith

PURCHASE OF CHILD CARE SERVICES CONTRACT

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Paula Smith, a certified Type B Family Child Care Home, (“Provider”), located at 3376 Groll Rd. Waldo, Oh 43356 whose telephone number is (740) 726-9652. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit ___, if applicable).
 - (1) **Basic Rates:**
\$1.85 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

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applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

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

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

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

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

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

Joni Garrison

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Joni Garrison, a certified Type B Family Child Care Home, ("Provider"), located at 1720 CR 159, Ashley, Oh 43003 whose telephone number is (740) 747-2116. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

\$2.50 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:

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- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
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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)).
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ChildCare Resource and Referral agency serving the county.
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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,

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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.

Connie Miller

This contract is entered into on August 28, 2000 between the Delaware County Department of Job and Family Services ("Department") and Connie Miller, a certified Type B Family Child Care Home, ("Provider"), located at 5815 TR 60, Edison, Ohio 43320 whose telephone number is (740) 946-4119. 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.

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

2. **CONTRACT PERIOD:** This contract is effective from August 28, 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:**

\$2.50 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:**

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

X Department.

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

Provider

ChildCare Resource and Referral agency serving the county.

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

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

(B) **Reimbursement**

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

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

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

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under this contract.

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 00-716

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS ABLE/OMBUDSPERSON:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the contract with JVS Able/Ombudsperson:

**Department of Job and Family Services
Service Provider Contract
Delaware JVS ABLE/Ombudsperson**

Delaware JVS ABLE agrees to provide the following service for the Delaware County Department of Job and Family Services:

Provide individuals (trained by DJFS) to serve as ombudspersons or, liaisons, for DJFS participants. The Liaison will assist individuals referred by DJFS so that they might get the help necessary to understand the guidelines and services that may be available to them through the Department of Job and Family Services.

A. The provider understands and agrees that services will be provided from July 1, 2000, through June 30, 2001. Services will be paid at the following rate: \$25.00 per hour x 17% (29.25 per hour). Costs will be determined by the number of referrals and the number of hours needed by each referral.

B. The provider understands and agrees that payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal funds.

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- C. The provider agrees to submit a quarterly invoice and monthly report of activities to the department. The Department agrees to review the invoices and authorize, with adjustments, if needed, reimbursement for services provided within 15 working days of receipt of invoice.
- D. The provider agrees that the use or disclosure of any information by the provider concerning recipients for any purpose not directly connected to delivery of purchased services is prohibited.
- E. The provider understands and agrees that this written agreement supercedes all oral agreements.
- F. The provider agrees to hold harmless the County Department of Job and Family Services, the Delaware County Board of County Commissioners, and the Ohio Department of Human Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- G. The provider agrees to maintain compliance with the state, federal and local regulations which govern the provision of this service.
- H. The Department and provider agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons serviced under this agreement.
- I. No modifications to this agreement shall be effective until reduced to a writing and signed by both parties, except that in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this agreement such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- J. This agreement may be terminated by the provider or the Department upon seven calendar days written notice. Failure to honor the terms of this agreement and/or the related state, federal, or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the provider must notify the Department immediately.

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

RESOLUTION NO. 00-717

**IN THE MATTER OF AUTHORIZING THE TRANSPORTATION SERVICES CONTRACT
BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND TRI-STAR
TRANSPORTATION COMPANY:**

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

Transportation Service Contract

This Contract made and entered into August 21, 2000, by and between Delaware County Department of job and Family Services (DCDJFS) and the Tri-Star Transportation Company (Provider).

- 1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attached exhibits, DCDHS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
- 2. CONTRACT PERIOD: This contract will be effective from August 21, 2000, through June 30, 2001, inclusive unless otherwise terminated.
- 3. AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal and local funding as determined by the (DCDJFS).
- 4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by the (DCDJFS). Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be \$24.00 per hour of service.

Provider shall submit to (DCDJFS) a monthly report of the number of persons served, programs served and destination addresses with total miles designated and required verifications.

- 5. REFERRAL AND MONITORING PROCEDURES: See Exhibit 1

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6. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchases services rendered to eligible individuals. Such invoices shall include monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract for each service covered in the contract and required provider verifications. The DCDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipts of an accurate invoices. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust the mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the invoice total.
- DCDJFS shall not require or pay any administrative cost from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
7. **INDEPENDENT CONTRACTORS:** Tri-Star Transportation Company, it's agents and employees will act in performance of this contract as independent contractors, and not as officers, employees, or agents of the State of Ohio or the DCDJFS.
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of six years from the date of the submission of DCDJFS final expenditure report, and / or will assure that maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the DCDJFS.
- If any litigation, claim, negotiation, audit or other act involving the records has been started before the expiration of the six year period, the provider shall retain the records until completion of the action and all issues which arise from or until the end of the six year period, whichever is later.
11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of the provider contract.
- A. The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim or falsification.
- B. As used in this section "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 created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. **SAFE GUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or providers responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
13. **CIVIL RIGHTS:** DCDHS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
14. **INDEMNITY AND INSURANCE**
- A. **INDEMNITY:** Provider agrees that it will at all times during the existence of this contract, indemnify and save harmless the DCDJFS, the Ohio Department of Job and Family Services, and the Delaware County Board of Commissioners against any and all liability, loss damage and

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/or related expenses incurred through the provision of services under this contract.

- B. **INSURANCE:** Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estate of eligible individuals against reasonably foreseeable torts which would cause injury or death.
15. **TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this contract. This contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
16. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
17. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil rights of the Department of Health and Human Services and termination of this contract.
18. **AMENDMENT OF CONTRACT:** This contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:
- A. The quality and extent of purchased services furnished by provider has been reduced or improved.
- B. The maximum unit rate has varied significantly from actual cost.
- C. The Provider fails to meet the necessary state and federal licensing requirements.
19. **LIMITATIONS ON CHARGES PER PERSON AND MILEAGE:**
- A. **CHARGED PER PERSON:** the Provider shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per hour charge would be applied for the total number of hours for which service was provided.
20. **RESOLUTION OF DISAGREEMENT:** The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract.
- Level I Supervisor/Cab Company Operator
Level II DCDJFS Director/Cab Company
21. **GENERAL CONDITIONS:** Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
22. **MERGER OF BID DOCUMENTS:** Provider agrees that the bid specifications prepared by the DCDHS and the Provider's response and attached documentation are a part of this contract and are incorporated herein by this reference as is fully written herein.

EXHIBIT 1

1. Delaware County Department of Human services responsibilities:
- A. Call referral to Tri-Star Company at least twenty-four hours prior to the time service is need, except in emergency.
- B. Provide a written authorization of people needing the service to the Tri-Star Transportation Company.
- C. Provide information concerning:
1. When-time, date,
 2. Place-pick up and destination,
 3. Client name and applicable program,
 4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.
11. Tri-Star Transportation Company Responsibilities

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- A. Provide taxi service:
 - 1. On an as-needed basis(in emergency)
 - 2. On a pre-arranged schedule,
- B. Provide services within the time lines given.
- C. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- D. Consult with appropriate staff on issues concerning times for pick-up and drop-off.
- E. Keep accurate records of services and send a monthly statement of services provided and charges.
- F. Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. A list of contact numbers is on page four of the contract.
- G. Collect attendance verification from ARPS and EMT clients.

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

RESOLUTION NO. 00-717

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Karianne Maniaci has transferred from the Mailroom to the position of Receptionist/Secretary for Emergency Services; effective date of transfer is September 7, 2000.

Bobby Lavender has transferred from the position of Communication Officer for 911 to EMA Assistant for EMA; effective date of transfer is September 14, 2000.

Pamela Jackson has resigned her position as Inspector at the end of her F.M.L.A. leave for Sanitary Engineer: effective date of resignation is August 29, 2000.

William Clevenger position as Construction Coordinator for Sanitary Engineer is currently an hourly position, but due to the guidelines specified in the Fair Labor Standards Act, the position is a salary/exempt; effective date of salary/exempt is September 2, 2000.

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

RESOLUTION NO. 00-718

IN THE MATTER OF APPROVING THE SANITARY SEWER PLANS FOR SCIOTO RESERVE, SECTION 2, PHASES 3 & 4; SCIOTO RESERVE, SECTION 1, PHASE 3; NORTHBROOKE CORPORATE CENTER, PHASE II; U.S. 23 AND POWELL ROAD RETAIL SITE; WOODS ON SELDOM SEEN, PHASE III:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plans for Scioto Reserve, Section 2, Phases 3 & 4, Scioto Reserve , Section 1, Phase 3, Northbrooke Corporate Center, Phase II, U. S. 23 and Powell Road Retail Site and Woods on Seldom Seen, Phase III submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-719

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR PIATT MEADOWS, SECTION 2, PHASE 2 AND PIATT MEADOWS, SECTION 2, PHASE 3:

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

Piatt Meadows, Section 2, Phase 2

This agreement executed on this 5th day of September 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the PIATT MEADOWS, SECTION 2, PHASE 2 SUBDIVISION Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$82,600.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 28 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set

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forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$53,764.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,225.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Piatt Meadows, Section 2, Phase 3

This agreement executed on this 5th day of September 2000, by and between DOMINION HOMES SUBDIVIDER, as evidenced by the PIATT MEADOWS, SECTION 2, PHASE 2 SUBDIVISION Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$70,800.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 24 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$52,847.80) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,180.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

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The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 00-720

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE, SECTION 4, PHASE 2; SCIOTO RESERVE, SECTION 2, PHASE 2; BRYN MAWR AT DELAWARE, SECTION 2, PHASE 1:

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

| | | |
|--|---|-------------|
| Scioto Reserve, Section 4, Phase 2 | 1,119 feet of 8 inch sewer 207 feet of 10 inch sewer | 6 manholes |
| Scioto Reserve, Section 2, Phase 2 | 1,443 feet of 8 inch sewer | 10 manholes |
| Bryn Mawr at Delaware, Section 2, Phase 1 | 5,310 feet of 8 inch sewer | 23 manholes |

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

RESOLUTION NO. 00-721

IN A MATTER OF AUTHORIZING THE COUNTY'S PARTICIPATION IN THE COUNTY NATURAL GAS PURCHASE PROGRAM AND PROVIDING FOR THE EXECUTION OF A PARTICIPATION AGREEMENT WITH CCAO SERVICE CORPORATION:

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

Whereas, the County Commissioners Association of Ohio (CCAO), through its subsidiary CCAO Service Corporation has developed a natural gas purchase program (the "Program") for Ohio counties; and

Whereas, this Board has determined that the County's participation in the Program will result in significant cost savings, as well as a firm supply of natural gas, for the County and its facilities which use natural gas, and therefore wishes to authorize the County's participation in the Program;

Now, Therefore, Be It Resolved by the Board of County Commissioners of the County of Delaware, State of Ohio

SECTION 1: That this Board hereby authorizes the County's participation in the natural gas purchase program (the "Program") developed by the County Commissioners Association of Ohio ("CCAO"), through its subsidiary CCAO Service Corporation.

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such removal shall occur no later than the 30 day of September 2000.

- 6. The Sellers shall deliver possession of the premises on or before the 30 day of September 2000.
- 7. This transaction shall close on or before the 1st day of September 2000, unless extended in writing. The closing shall be held at the offices of W. Duncan Whitney, Prosecuting Attorney, Delaware County, Ohio, 15 W. Winter Street, Delaware, Ohio 43015.
- 8. The eminent domain action, Case No. 00-CV-H-03-094, will be dismissed. Court costs to be paid by Plaintiff's.

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

RESOLUTION NO. 00-724

7:30 PM – IN THE MATTER OF CONTINUING THE PUBLIC HEARING OF THE ANNEXATION OF 86.8 ACRES FROM LIBERTY TOWNSHIP TO VILLAGE OF POWELL:

Hearing Opened at 7:30 PM.

ORDER OF COMMISSIONERS FOR ANNEXATION OF 86.8, MORE OR LESS, ACRES OF LAND FROM LIBERTY TOWNSHIP TO THE VILLAGE OF POWELL:

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

The Commissioners of Delaware County, Ohio having on the 5TH day of September heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Powell, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the Village of Powell as required by Section 709.031(B) of the Revised Code;
- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the Village of Powell, Ohio.

Dated this 5th day of September 2000.

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

RESOLUTION NO. 00-725

7:45 PM-IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR PROPOSED AMENDMENTS TO DELAWARE COUNTY ZONING RESOLUTION:

Hearing Opened at 7:45 PM.

It was moved by Mr. Ward, seconded by Mr. Wuertz to continue the Hearing until September 11, 2000, at 9:30 AM.

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

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There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners