

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 18, 2000**

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**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

**Meeting was held at the Delaware County Fair**

**RESOLUTION NO. 00-749**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD SEPTEMBER 11, 2000:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to dispense with the reading of the minutes and resolutions of the regular meeting held September 11, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

Commissioners Wuertz thanked the fair for hosting the meeting. Commissioners Wuertz and Martin worked the booth over the weekend and received many positive comments about the new Administration Building.

**RESOLUTION NO. 00-750**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 282364 THROUGH 283098:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 282364 through 283098 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-751**

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

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

Emergency Services is requesting that Bill Barks and Brent Staley attend the Basic Critical Incident Stress Management at Columbus on September 30 through October 1, 2000, in the amount of \$280.00.

Emergency Services is requesting that Lisa Sessley and Bill Barks attend the EMD Instructor Course at Nelsonville, Ohio on October 23 through October 27, 2000, in the amount of 1,660.40.

Administrative Services is requesting that Jennifer Geiger attend the Cobra Alert Seminar at Columbus on October 4, 2000, in the amount of \$158.50.

Department of Job and Family Services is requesting that Mona Reilly and Angela Thomas attend the Directors Training at Columbus on September 25 through September 27, 2000, in the amount of \$94.00.

OECC is requesting that Janet Fawcett attend the Indispensable Assistant Workshop at Columbus on November 14, 2000, in the amount of \$174.00.

Department of Job and Family Services is requesting that Marty Starkey and Deanna Slone attend the PET Jump Start Training at Columbus on September 22, 2000, in the amount of \$249.00.

Department of Job and Family Services is requesting that Jackie Williams and Deanna Slone attend the PET Basics at Columbus on October 10 through October 11, 2000, in the amount of \$249.00.

Administrative Services is requesting that Kevin Williams attend the Effective Time Management Techniques at Dayton on November 2, 2000, in the amount of \$310.00.

County Engineer is requesting that Ryan Mraz and Scott Pike attend the Neighborhood Design and Traffic Control Seminar at Madison, Wisconsin on October 10 through October 13, 2000, in the amount of \$2,866.00.

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

**RESOLUTION NO. 00-752**

**IN THE MATTER OF NEW LIQUOR LICENSE REQUEST FROM OVERBEY ENTERPRISES, INC.**

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**(DBA OVERBEY’S EMPORIUM) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following resolution.  
Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners and the Orange Township Trustees that Overbey Enterprises, Inc. (DBA Overbey’s Emporium) has requested for a C2 permit located at 1216 East Powell Road, Lewis Center, Ohio 43035

Whereas, the Orange 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. 00-753**

**IN THE MATTER OF APPROVING RESOLUTION DESIGNATING THE MONTH OF SEPTEMBER OHIO PLANNING MONTH AND NOVEMBER 8, 2000, COMMUNITY AND REGIONAL PLANNING DAY IN DELAWARE COUNTY, OHIO:**

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

Whereas, the Ohio Planning Conference, a chapter of the American Planning Association and “America’s first statewide association of citizens and planners,” is hosting the Midwest Regional Conference, September 20-22, 2000, in Columbus, and

Whereas, November 8 of each year has been celebrated as *World Town Planning Day* in many countries since its inception in 1949; and

Whereas, the Ohio Planning Conference, acting for its more than 1,000 members in Ohio, and the American Institute of Certified Planners (AICP), acting for the 11,000 members of the planning profession in America, a component of the 30,000-member American Planning Association, endorse *World Town Planning Day* as an opportunity to highlight the contributions sound planning has made to the quality of our settlements and their environment, to celebrate American accomplishments in making collective decisions concerning our cities and regions that bring quality and meaning to our lives, and to recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the townships, cities and counties of Ohio, and

Whereas, we recognize the many valuable contributions made by the professional community and regional planners of Ohio and extend our heartfelt thanks for their continued commitment to public service.

Now Therefore Be It Resolved:

September 2000 is hereby designated as OHIO PLANNING MONTH, and November 8, 2000, is hereby designated as COMMUNITY AND REGIONAL PLANNING DAY IN DELAWARE COUNTY, OHIO in conjunction with the Ohio Planning Conference’s annual conference and in conjunction with the worldwide celebration of *World Town Planning Day*.

Further be it Resolved, the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

Adopted this 18<sup>th</sup> day of September

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

**RESOLUTION NO. 00-754**

**IN THE MATTER OF APPROVING THE TREASURER’S REPORT:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the Treasurer’s Report.

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

**RESOLUTION NO. 00-755**

**IN THE MATTER OF APPROVING THE PLATS FOR HARBOR POINTE, SECTION 1 AND HIGH PARK CENTER; DITCH PETITIONS FOR WHITETAIL MEADOWS AND HARBOR POINTE,**

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**SECTION 1:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the plats and ditch petitions:

**Harbor Pointe, Section 1**

Situated in the State of Ohio, County of Delaware, Township of Berlin and in Farm Lot 5, Quarter township 4, Township 4, Range 18, United States Military Lands, containing 26.373 Acres of land, more or less, said 26.373 Acres being part of that tract of land conveyed to M/I Schottenstein Homes, Inc. by deeds of record in Official Record 12, page 1461, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$144.00.

**High Park Center**

Situated in the Township of Orange, County of Delaware, State of Ohio, Located in part of Farm Lot 13, Section 3, Township 3, Range 18, United States Military Lands, being a 37.395 Acre Subdivision, there being all of a 28.051 Acre Tract (Parcel 1) conveyed to Credit Suisse Leasing 92A, L.P., a Delaware Limited Partnership in Official Record Volume 0041, Page 0552. All references being to records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$24.00.

**Whitetail Meadows – Ditch Petition**

We the undersigned owners of 14.23 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Whitetail Meadows 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 Whitetail Meadows Subdivision.

The cost of the drainage improvements is \$52,670.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty-three 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, \$2,290.00 per lot. An annual maintenance fee equal to 2% of this basis \$45.80 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,053.40 has been paid to Delaware County.

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

**Harbor Pointe, Section 1 - Ditch Petition**

We the undersigned owners of 26.373 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Harbor Pointe, Section 1 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 Harbor Pointe, Section 1 Subdivision.

The cost of the drainage improvements is \$159,472.00 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. Forty-six 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, \$3,466.78 per lot. An annual maintenance fee equal to 2% of this basis \$69.34 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 \$3,189.64 has been paid to Delaware County.

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

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

**RESOLUTION NO. 00-756**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR FOURWINDS COURT AND WEDGEWOOD, SECTION 10:**

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

**Fourwinds Court**

**THIS AGREEMENT** executed on this 18<sup>th</sup> day of September 2000, between **MTB CORPORATION** as evidenced by the **FOURWINDS COURT** 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 September 5, 2000 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 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 **EIGHT THOUSAND EIGHT 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**.

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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.

**Wedgewood, Section 10**

**THIS AGREEMENT** executed on this 18<sup>th</sup> day of September 2000, between **STRATFORD DEVELOPMENT CORPORATION** as evidenced by the **WEDGEWOOD, SECTION 10** 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 9/7/00, 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 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 **SEVENTY-TWO THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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

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for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 00-757**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000114	Columbia Gas	Liberty Parkway	Install gas main
U000115	Suburban Natural Gas	Shores Section 12	Install gas main
U000116	Columbia Gas	Scioto Reserve 3,2	Install gas main
U000117	General Telephone	Thomas Road	Place telephone cable
U000118	M&B Ohio	Duffy Road	Install gas main
U000119	M&B Ohio	Moore Road	Install gas main
U000120	General Telephone	Old State Road	Place telephone cable
U000121	Columbia Gas	Wedgewood Place 1,2	Install gas main
U000122	Quail Meadows Homeowners' Assoc.	Quail Meadows	Place underground conduit

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

**RESOLUTION NO. 00-758**

**IN THE MATTER OF AUTHORIZING DEBORAH B. MARTIN, DELAWARE COUNTY COMMISSIONER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTIVE CONTRACTS AS REQUIRED:**

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

“Ohio Public Works Commission AUTHORIZING LEGISLATION”  
 Delaware County  
 Concord Road Culvert Extension Project  
 Lawrence Road and Blue Church Roads, Bridge Replacement and Road Realignment

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the County of Delaware is planning to make capital improvements to Concord Road, involving extension of an existing culvert and improvement to adjacent roadway and Lawrence Road and Blue Church Roads involving bridge replacement and road realignment and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners:

Section 1: That Deborah B. Martin, Commissioner is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Deborah B. Martin, Commissioner is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

**RESOLUTION NO. 00-759**

**IN THE MATTER OF APPROVING BID AND AWARDING THE CONTRACT SUBMITTED BY ARMSTRONG STEEL ERECTORS FOR RED BANK TWIN BRIDGES DECK REPLACEMENT PROJECT:**

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

Whereas, Delaware County went out to bid and bids were taken on September 11, 2000, and

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

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Armstrong Steel Erectors in the amount of \$444,709.75 for the Red Bank Twin Bridges Deck Replacement Project.

**CONTRACT**

**AGREEMENT**, made and entered into this 18<sup>th</sup> day of September, 2000 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ARMSTRONG STEEL ERECTORS** hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **FOUR HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED NINE DOLLARS AND SEVENTY-FIVE CENTS (\$444,709.75)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **RED BANK ROAD TWIN BRIDGES DECK REPLACEMENT PROJECT**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **February 14, 2001**.

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

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll.

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Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

**RESOLUTION NO. 00-760**

**IN THE MATTER OF APPROVING THE CONTRACT WITH CONSTRUCTION CONSULTING AND TESTING FOR TESTING FOR ROAD RESURFACING PROGRAM:**

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

**AGREEMENT**, made and entered into this 18<sup>th</sup> day of September 2000, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **CONSTRUCTION CONSULTING & TESTING, INC.** hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of "not to exceed \$50,000, based on attached CCT Proposal (10100-14) dated February 18, 2000 to provide laboratory test services for The 2000 Road Improvement Program, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all necessary material, labor and equipment required to complete the project known as **2000 Road Improvement Program (sample testing), Delaware County, Ohio**, in accordance with plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 30, 2000**.

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

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

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

**RESOLUTION NO. 00-761**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY MORTON SALT FOR THE SODIUM CHLORIDE:**

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

Whereas, Delaware County went out to bid and bids were taken on August 28, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Morton Salt of Chicago, Illinois has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Morton Salt in the amount of \$37.24 per ton for the Sodium Chloride.

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

**RESOLUTION NO. 00-762**

**IN THE MATTER OF APPROVING THE PURCHASE OF REAL ESTATE IN THE VICINITY OF 1915 STATE ROUTE 605 SOUTH FOR THE CONSTRUCTION OF A NEW EMERGENCY MEDICAL SERVICES FACILITY:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the purchase of real estate:

Mr. Shelby Garee and Mrs. Esther Garee, married persons, (Owner 1 and 2 respectively) (hereinafter referred to collectively as "Seller"), grant to the Delaware County Commissioners, 101 N. Sandusky St., Delaware, Ohio, 43015, (hereinafter referred to as "Purchaser"), the sole and exclusive right to purchase certain real property situated near 1915 State Route 605 South in Harlem Township, Delaware County, Ohio. Said real estate shall hereinafter be referred to as "the Property."

Seller and Purchaser hereby agree as follows:



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1. The Seller agrees to sell and the Purchaser agrees to purchase a minimum of three (3) and a maximum of five (5) acres, depending upon soil survey results, building and vehicular access design requirements, and sanitary sewer requirements, of that land that lies east of the northeast corner of the intersection of State Route 605 South and Woodtown Road in Harlem Township (identified by the Delaware County Auditor records as part of Parcel ID #31612001020000).
2. The Purchaser shall pay eighteen thousand one hundred dollars (\$18,100.00) per acre. Five hundred dollars (\$500.00) shall be payable at the time of formal acceptance of this Contract by the Purchaser, with the balance paid at the time of closing.
3. The Duration of this Offer shall be thirty (30) days, and shall extend until 12:00 o'clock noon on 20th day of September, 2000.
4. The date for delivery of the Deed and the Closing of this transaction ("Closing") shall be set within thirty (30) days from the date of the exercise of this Contract by the Purchaser, or at such other date as may be agreed upon in writing by the Parties.
5. At closing and upon the receipt of said purchase, the Seller shall do the following:
  - (a) Convey Marketable title to the Property to the Purchaser by General Warranty Deed, in fee simple, free and clear and unencumbered except for easements, conditions and restrictions of record as of the date this Contract is executed. All rights of dower shall be released.
  - (b) Pay any and all real estate taxes presently due.
  - (c) Pro-rate real estate taxes for the year 2000 based upon the latest available Auditor's Duplicate.
  - (d) Pay all closing costs, except for the cost of the title insurance, which shall be paid by Purchaser.
6. Purchaser shall pay for soil samples and a survey of the Property after the final acreage is agreed upon by Purchaser and Seller.
7. The Purchaser agrees to allow the Seller to harvest any existing crops currently planted on described Property before or after the closing date of this Contract. However, if beyond the Purchaser's control, the need to occupy or conduct operations from the Property becomes necessary, the Purchaser agrees to pay the Seller for the then-market value of any damaged crops.
8. Seller shall deliver possession and occupancy of the Property to the Purchaser on or before 12:00 noon on November 17, 2000. Seller shall have until date of possession to remove any items from the Property. Seller shall hold Purchaser harmless for injuries sustained by Seller and/or their family members or agents sustained after the date of Closing.
9. Risk of loss to the Property from fire or other casualty shall be borne by the Seller until the Closing.
10. Time is expressly declared to be of the essence in this Contract, unless the Parties otherwise agree in writing.
11. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U.S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To the Purchaser: Delaware County Commissioners  
 101 N. Sandusky Street  
 Delaware, Ohio 43015

To the Seller: Mr. Shelby Garee  
 1915 605 St. Route South  
 Sunbury, OH 43074

Or  
 Mrs. Esther Garee  
 1915 605 St. Route South  
 Sunbury, OH 43074

12. Parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.
13. Parties agree that this Contract shall survive the delivery of the Deed.

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

**RESOLUTION NO. 00-763**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND DORIS SCOTT; DO DROP INN, INC.; PLAY TO LEARN DAY CARE CENTER, INC.; LEARNING ENRICHMENT CENTER; KINDER CARE LEARNING CENTER #0889; KAROUSEL PRESCHOOL & CHILD CARE, INC.; FOREST LAND CHILD CARE; AND CHILD CARE UNLIMITED:**

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

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**Doris Scott**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Doris Scott, a certified Type B Family Child Care Home, (“Provider”), located at 2506 Brockton Court, Columbus, Ohio 43219 whose telephone number is (614) 476-0441. 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).
 

	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>
Infants	\$16.05	10.80
Toddlers	\$15.45	10.35
Preschoolers	\$13.65	9.15
Schoolage	\$12.90	8.70
  
    - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

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

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- 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 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.

**Do Drop Inn, Inc.**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Do Drop Inn, Inc., a licensed Child Care Center, ("Provider"), located at 4333 G Tuller Rd., Dublin, Oh 43017 whose telephone number is (614) 792-6699. 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 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).
 

	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>
Infants	\$28.40	19.00
Toddlers	\$24.00	16.00
Preschoolers	\$21.20	14.20
Schoolage	\$19.60	13.00
  
    - (2) **Basic Rates:** (All rates are per hour)
  
    - (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.
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5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
  - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
  
  - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
    - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
    - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
- 
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this

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

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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.

**Play to Learn Day Care Center, Inc.**

This contract is entered into on September 5, 2000 between the Delaware County Department of Job and Family Services ("Department") and Play to Learn Day Care Center, Inc., a licensed Child Care Center, ("Provider"), located at 4630 Leap Court, Hilliard, Oh 43026 whose telephone number is (614) 876-5433. 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 September 5, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.

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

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

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

(3) **Basic Rates:** ( All rates are per hour)

	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>
Infants	\$28.40	19.00
Toddlers	\$24.00	16.00
Preschoolers	\$21.20	14.20
Kindergarten	\$18.00	12.06
Schoolage	\$19.60	13.00
Before & After	\$15.00	
Before or After	\$11.00	

(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.

(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.



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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)).

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 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

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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.

#### **Learning Enrichment Center**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Learning Enrichment Center, a licensed Child Care Center, ("Provider"), located at 149 Charring Cross Drive S., Westerville, Oh 43081 whose telephone number is (614) 891-4105. 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).

(4) **Basic Rates:** ( All rates are per hour)

**Full Time: 5 or more hours**

**Part Time: less than 5 hours**

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Infants	\$28.40	19.00
Toddlers	\$24.00	16.00
Preschoolers	\$21.20	14.20
Schoolage	\$19.60	13.00
Before & After	\$15.00	

- (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.

- (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.

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(B) **Reimbursement**

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

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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.

**Kinder Care Learning Center #0889**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Kinder Care Learning Center #0889, a licensed Child Care Center, ("Provider"), located at 2001 Bethel Road, Columbus, Ohio 43220 whose telephone number is (614) 457-0754. 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).

(5) **Basic Rates:** ( All rates are per hour)

	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>		
Infants	\$28.40		19.00	
Toddlers	\$24.00		16.00	
Preschoolers	\$21.20		14.20	
Schoolage	\$19.60		13.00	
		<u>5 days</u>	<u>4 days</u>	<u>3 days</u>
Before & After	\$14.60	18.25	18.33	19.60
Before or After	\$13.00	13.00	13.00	13.00

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

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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.
- (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.

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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, 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. 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.

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

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

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

**Karousel Preschool & Child Care, Inc.**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Karousel Preschool & Child Care, Inc., a licensed Child Care Home, (“Provider”), located at 129 Orangetown Drive, Lewis Center, Oh 43035 whose telephone number is (614) 548-4337. 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).

(6) **Basic Rates:** ( All rates are per hour)

	<b>Full Time: 5 or more hours</b>				<b>Part Time: less than 5 hours</b>			
	<u>5 days</u>	<u>4 days</u>	<u>3 days</u>	<u>2 days</u>	<u>5 days</u>	<u>4 days</u>	<u>3 days</u>	<u>2 days</u>
Infants	N/A				N/A			
Toddlers	19.00	20.75	22.40	22.40	14.00	15.00	15.00	15.00
Preschoolers	19.00	20.75	20.00	20.00	13.40	13.40	13.40	13.40
Kindergarten	15.00	15.00	15.00	15.00	12.60	12.60	12.60	12.60
Schoolage	19.00	19.00	19.00	19.00	12.60	12.60	12.60	12.60
Before & After	11.00							
Before or After	9.00							

- (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.



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Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.

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

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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 stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

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- 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.

**Forest Lane Child Care**

This contract is entered into on September 18, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Forest Lane Child Care, a licensed Child Care Center, (“Provider”), located at 412 Forest Lane, Richwood, Oh 43344 whose telephone number is (614) 943-3404. 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 September 18, 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).
 

<b>(7) Basic Rates:</b>		( All rates are per hour)
	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>
Infants	\$25.80	17.20
Toddlers	\$20.00	13.40
Preschoolers	\$20.00	13.40
Schoolage	\$19.00	12.60
Before & After	\$ 7.00	
  - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

Registration Fees:	\$25.00
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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

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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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**Child Care Unlimited**

This contract is entered into on September 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Child Care Unlimited, a licensed Child Care Center, (“Provider”), located at 100 W. Cherry Street, Sunbury, Oh 43074 whose telephone number is (740) 965-5900. 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 September 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).

(8) **Basic Rates:** ( All rates are per hour)

	<b>Full Time: 5 or more hours</b>	<b>Part Time: less than 5 hours</b>
<b><u>Preschool Only</u></b>		
Preschool	\$15.71	
<b><u>Preschool plus Child Care</u></b>		
Infants	\$25.00	17.20
Toddlers	\$22.40	15.00
Preschoolers	\$20.00	13.40
<b><u>Kindergarten Care</u></b>		
Schoolage	\$18.00	12.06
<b><u>School Child Care</u></b>		
AM & PM	\$11.00	
AM	\$ 5.00	
PM	\$ 7.00	
<b><u>School Day Out</u></b>		
Schoolage	\$19.00	19.00

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

Registration Fees:	\$25.00
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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.

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

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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.

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



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**RESOLUTION NO. 00-764**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY U. S. FILTER, DAVIS PROCESS FOR NITRATE SOLUTION:**

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

Whereas, Delaware County went out to bid and bids were taken on August 28, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by U. S. Filter, Davis Process of Sarasota, Florida has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by U. S. Filter/Davis Process in the amount of \$0.50 per pound of Nitrate (NO3 Wt/wt)

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

**RESOLUTION NO. 00-765**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY FIELD GYMMY FOR CONVENTIONAL TANDEM TANK TRUCK:**

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

Whereas, Delaware County went out to bid and bids were taken on August 28, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Field Gymmy of Glandorf, Ohio has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Field Gymmy in the amount of \$77,161.00, the estimate was \$90,000.00.

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

**RESOLUTION NO. 00-766**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING RE-BID OPENING DATE AND TIME FOR SODIUM HYPOCHLORITE SOLUTION AND FERRIC CHLORIDE SOLUTION:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, October 9, 2000, at 10:00 AM.**

Sealed bids will be received by the Board of County Commissioners, Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 a.m.** prevailing time on **October 9, 2000**, at which time they will be publicly opened and read and the contract awarded as soon as possible.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$500.00 made payable to Delaware County, Ohio. Bid specifications may be obtained from Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, Ohio 43065, during normal business hours.

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

**RESOLUTION NO. 00-767**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO COUNTY AUDITOR:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to certify to the County Auditor the following delinquent accounts for placement on the tax duplicate. Itemized listing available for review at the Commissioners Office:

Regional 1-A	\$ 89,913.65
Galena	\$ 9,201.98
Scioto Hills	\$ 2,321.78
Shawnee Square	\$ 21,795.03
Hoover Woods	\$ 461.26
Tartan Fields	<u>\$ 2,267.73</u>
	\$125,961.43

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

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**RESOLUTION NO. 00-768**

**IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR AUGUSTA WOODS II:**

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

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

**RESOLUTION NO. 00-769**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE, SECTION 4, PHASE 3; SCIOTO RESERVE, SECTION 1, PHASE 3; U.S.23/ POWELL RETAIL CENTER AND WOODS ON SELDOM SEEN, PHASE III, SECTION 1:**

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

**Scioto Reserve, Section 4, Phase 3**

This agreement executed on this 18<sup>th</sup> day of September 2000, by and between HOME ROAD LTD. SUBDIVIDER, as evidenced by the SCIOTO RESERVE, SECTION 4, PHASE 3 SUBDIVISION and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$71,618.00) 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 \$5,014.00, 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.

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

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

**Scioto Reserve, Section 1, Phase 3**

This agreement executed on this 18<sup>th</sup> day of September 2000, by and between ROCKFORD HOMES SUBDIVIDER, as evidenced by the SCIOTO RESERVE, SECTION 1, PHASE 3 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:

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 (\$42,066.00) 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 \$2,945.00, 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 :

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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.

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.

**U.S. 23/Powell Retail Center**

This agreement executed on this 18<sup>th</sup> day of September 2000, by and between MONDO ONE, LLC SUBDIVIDER, as evidenced by the U.S. 23/POWELL ROAD RETAIL CENTER Sanitary Sewer Improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$46,520.00) 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

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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 \$3,000.00, 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.

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.

**Woods on Seldom Seen, Phase III, Section 1**

This agreement executed on this 18<sup>th</sup> day of September 2000, by and between CRAFTON PROPERTIES SUBDIVIDER, as evidenced by the WOODS ON SELDOM SEEN, PHASE III, SECTION 1 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

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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 (\$172,620.00) 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 \$12,083.00, 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

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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                    Mrs. Martin            Aye            Mr. Wuertz            Aye            Mr. Ward            Aye

**RESOLUTION NO. 00-770**

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

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

Steven Shaffer has accepted the position of Telecommunications Operator I for 9-1-1: effective date of hire is September 25, 2000.

Janette Adkins has transferred from Maintenance to Mailroom Clerk for Facilities; effective date of transfer is September 25, 2000.

Lauri Springs is being promoted from TCO II to a TCO III in the 911 Center; effective date of promotion is September 19, 2000.

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

**RESOLUTION NO. 00-771**

**IN THE MATTER OF CHANGING THE DEFINITIONS WITHIN THE EVALUATION FORM AND DETERMINING END OF YEAR WAGE INCREASES FOR EMPLOYEES COMPLETING PROBATION WITHIN THE EVALUATED YEAR:**

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

Whereas,                    the Board of Commissioners of Delaware County, State of Ohio, have developed a compensation management system and performance management system that work in conjunction, and

Whereas,                    the Board of Commissioners of Delaware County, State of Ohio, have determined that the factors used to evaluate employees must be simplified and defined so that supervisors can evaluate employees objectively, consistently, and appropriately, and

Whereas,                    the Board of Commissioners of Delaware County, State of Ohio, desires to fairly apportion end of year wage increases for employees who have completed a probationary period during the evaluated year based on employee performance and the period of time the employee worked after the completion of probation,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the performance management system evaluation form be redesigned and implemented as follows:

- I. Evaluation Factors shall be changed as instructed below with the definitions that follow:
  - A. **Excellent** (from **Almost Always**) – Employee consistently is self-motivated to perform standard job duties at the highest efficiency and quality. Consistently shows creativity and initiative to elevate the work performance, position, and the department as a whole. Errors in work are very infrequent and are almost always corrected without outside or supervisory mediation;
  - B. **Above Average** (from **Frequently**) – Employee consistently performs standard job duties with little errors. Errors are corrected almost immediately, frequently without outside or supervisory mediation. Employee also sometimes displays motivation and initiative to improve efficiency, quality, and/or quantity of output;
  - C. **Average** (from **Sometimes**) – Employee consistently performs the mandatory job duties with few errors. Employee infrequently displays any motivation beyond doing the minimum required standards. Employee will correct errors after discovery or upon notice;
  - D. **Below Average** (from **Seldom**)– Employee attempts to perform to the standards of work, but work has more than an average error rate. Employee will correct errors, but errors are frequent and many times repeated. Employee may be motivated to perform well but appears not to have the capacity to do so, or employee has the capacity to do well, but

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lacks the motivation to do so even when disciplined;  
 E. **Poor** (from **Almost Never**)– Employee consistently and repeatedly performs work poor with many errors and omissions. Employee shows little or no motivation to improve even when retrained repeatedly or disciplined, and

II. Employees who have successfully completed any probationary period during the evaluated year shall receive an increase at January 1 of the following year at the rate of the evaluated increase multiplied by the number of months following the end of probation that the employee worked in the evaluated year divided by twelve. An employee shall be credited with working a full month if he/she worked anytime within that month. (i.e. Employee “John’s” probation ended March 15, 2000. Evaluation indicated that he should receive a 5% increase. “John” will receive a 4.17% (= 5% \* 10 months/12) increase effective January 1 of the following year.)

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

**RESOLUTION NO. 00-772**

**IN THE MATTER OF PAYING THE PREMIUM OF CONTINUATION OF HEALTH INSURANCE COVERAGE UNDER THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA) FOR THE SURVIVING IMMEDIATE FAMILY MEMBERS OF AN EMPLOYEE WHO UNEXPECTEDLY OR ACCIDENTALLY DIES:**

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

Whereas, the Board of Commissioners of Delaware County, State of Ohio, realize that an unexpected and accidental death of a person many times leaves surviving immediate family members in an undetermined status regarding health insurance benefits, and;

Whereas, the Board of Commissioners of Delaware County, State of Ohio, desires to assist the surviving family members in these cases where an employee of a department with the appointing authority of the Board of Commissioners dies unexpectedly or accidentally;

Therefore be it resolved by the Board of Commissioners of Delaware County, State of Ohio, that the insurance premium for continuation of health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) may be absorbed by Delaware County, at its sole discretion, under the following conditions:

- A. The deceased employee dies under circumstances that were either unexpected or accidental in nature; and
- B. The surviving immediate family members of the deceased employee were covered as a dependent under the employee’s health insurance at the time of death; and
- C. The surviving immediate family members of the deceased employee are considered a qualifying beneficiary for COBRA; and
- D. The surviving immediate family members of the deceased employee have no other group health insurance coverage available; and
- E. As a qualified beneficiary, the surviving immediate family members of the deceased employee properly enroll into continuation of insurance coverage under COBRA,

Further be it resolved by the Board of Commissioners of Delaware County, State of Ohio, that the insurance premium for continuation of health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) shall be ceased to be absorbed by Delaware County once any of the following occur:

- A. The surviving immediate family members cease to qualify for benefits under COBRA or
- B. The surviving immediate family members become eligible for health insurance coverage under another group policy; or
- C. Delaware County has absorbed the insurance premium for continuation of health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of six (6) months.

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

**RESOLUTION NO. 00-773**

**IN THE MATTER OF APPROVING AND EXECUTING AN EMPLOYEE BENEFITS AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE COUNTY COUNCIL FOR OLDER ADULTS:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Employee Benefits Agreement with Council for Older Adults:



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Whereas, the Delaware County Council for Older Adults has requested to participate in the benefits packages of Delaware County; and

Whereas, under Ohio law, political subdivisions can pool resources to provide medical insurance benefits for employees;

Therefore be it resolved by the Board of Commissioners of Delaware County, State of Ohio, to accept the request of the Delaware County Council for Older Adults and execute an agreement with the Delaware County Council for Older Adults for such benefits.

**Employee Benefits Agreement**

The Board of Commissioners of Delaware County, Ohio ("County") and Council for Older Adults ("Department" and/or Agency), in consideration of the mutual covenants, agreements, and stipulations set forth herein, and the agreements between the County and its insurance carriers, and pursuant to the laws of the State of Ohio and the United States, hereby agree as follows:

1. The County will accept the Department into the Delaware County Employee Benefits Program ("the Plan"), accepting the employees of the Department for enrollment as eligible employees as defined in the Plan.
2. Employees of the Department and/or Agency will be eligible for coverage under the Plan on the first day of the first month following one full calendar month of employment. (e.g. if the Department and/or Agency joins the Plan on January 2, the employees of the Department and/or Agency are eligible for coverage under the Plan on March 1).
3. In consideration of the acceptance of Department's and/or Agency's employees for eligibility under the Plan, the Department and/or Agency will:
  - a. Require all eligible employees of the Department and/or Agency to attend a benefit orientation session and complete all necessary enrollment applications and forms prior to benefits beginning.
  - b. Give sixty (60) days notice to the County if the Department and/or Agency wishes to terminate this agreement or cease coverage under the Plan.
  - c. Follow all rules under the Plan including IRS Code Section 125 regulations.
  - d. Hold the County and the Plan free and harmless from any and all claims for damages of any nature arising out of or related to the acts or omissions of the Department and/or Agency, its employees or agents, under this agreement.
4. The Department and/or Agency will remain in the Plan for a period no less than three (3) complete calendar years beginning the first January that this agreement is in effect and ending on the 31<sup>st</sup> day of the third December thereafter. If the Department and/or Agency terminates participation in the Plan prior to the end of three (3) complete calendar years, the Department and/or Agency will pay to the County three (3) months premium and the Department and/or Agency will retain any claims incurred prior to the termination date, but received by the Plan administrator after the termination date. The basis of this three (3) month premium will be the highest monthly premium within the twelve-month period immediately prior to the termination date.
5. The County may reject, cancel and nullify this agreement prior to the eligibility date defined above if the premium rates of the Plan will increase as a result of the Department and/or Agency gaining eligibility under this agreement.
6. Monthly, the County will charge back to the Department and/or Agency the premium cost of the Department's and/or Agency's enrolled employees. This will be done either by automated transfer through the Department's and/or Agency's payroll system or by invoice. If by invoice, the Department and/or Agency will pay within ten (10) calendar days of the invoice date. The premium cost will be determined by multiplying the number of the Department's and/or Agency's employees enrolled in single coverage by the single premium rate and adding that total to the total of the number of the Department's and/or Agency's employees enrolled in family coverage by the family premium rate.
7. The Department and/or Agency will pay the total of the premium cost for the month to Delaware County. It is the sole responsibility of the Department and/or Agency to administer or set up for administration any employee payroll deductions that are not consistent with payroll deductions that are currently administered within the Plan.
8. The parties agree that the Plan will function as insurance in that any premiums paid by the Department and/or Agency become a part of the Plan and no reimbursements are made to the Department and/or Agency based on claims experience being higher or lower than premium contributions.
9. Premiums will change each calendar year pursuant to renewal of contract provisions with insurance carriers, but are subject to change at any time.

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10. The County and the Plan will not accept any carryover amounts towards coinsurance maximums, deductibles, co-pays, pre-paid premiums, or employee deductions from any previous benefit or insurance plan of the Department and/or Agency.

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

**RESOLUTION NO. 00-774**

**IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:**

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

WHEREAS, the Board of County Commissioners have placed on the November 1998 ballot the continuance of .75% sales tax effective January 1, 1999, with .25% to go towards a 1.00 mill roll back of the General Fund Property Tax collection during 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008; and

WHEREAS, The Board of County Commissioners has passed Resolution No. 00-661 to reduce the property tax collection rate from 1.8 mills to 1.0 mill for tax year 2000 for collection in year 2001 in accordance with ORC 5705.313 (A) (2)

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Fund Auditor's Tax	Amount approved by Budget Commission Inside 10M Limitation	Amount to be Derived From Levies Outside 10M Limitation	County Estimate of Rate to be Levied	
			Inside	Outside
General Fund	\$3,034,599.90		1.00	
Permanent Improvements	\$ 303,511.39		.10	
Current expense levy as authorized by voters on May 1998 not to exceed 3 years (911)		\$1,011,908.57		.62
Levy authorized by voters November 1995 not to exceed 5 years – Mental Retardation		\$4,857,381.05		2.10
<b>Total</b>	<b>\$3,338,111.29</b>	<b>\$5,869,289.62</b>	<b>1.10</b>	<b>2.72</b>

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

Letha George, Clerk to the Commissioners

**SEPTEMBER 19, 2000**

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**10:00 AM – BID OPENINGS FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF  
COUNTY OWNED HOMES ON NORTH SANDUSKY AND NORTH UNION STREETS**

**ASBESTOS**

<b>LEPI Enterprises, Inc.</b>	BP#1 Bid	\$48,000.00
<b>Total Environmental Services</b>	BP#1 Bid	\$54,965.00
<b>Seneca System</b>	BP# 1 Bid	\$60,500.00
<b>AHC, Inc.</b>	BP#1 Bid	\$97,350.00
<b>Ceron Corporation</b>	BP# 1 Bid	\$66,923.00
<b>Ohio Technical Services</b>	BP#1 Bid	\$78,165.00
<b>Allied Environmental Services</b>	BP#1 Bid	\$74,000.00

**DEMOLITION OF BUILDINGS**

<b>Arnold Deel General contracting, Inc.</b>	BP#2 Bid	\$428,960.00
	Alternate #5	\$106,000.00
<b>Roberts Construction and Demolitions</b>	BP#2 Bid	\$460,000.00
	Alternate #5	\$ 30,000.00
<b>Steve Rauch, Inc.</b>	Combination	\$557,500.00
	Alternate #5	\$ 5,000.00
<b>Countryside Construction</b>	Combination	\$729,950.00