

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 2, 2001**

**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

**PUBLIC COMMENT** – Discussed talking with labor attorney concerning Department of Job and Family Services concerning labor contract. Discussed using the old jail for a movie. Mr. Whitney will be contacted for a legal opinion on this.

**RESOLUTION NO. 01-831**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD JULY 23 AND JULY 26, 2001:**

It was moved by Mrs. Martin, seconded by Mr. Ward dispense with the reading of the minutes and resolutions of the regular meetings held July 23 and July 26, 2001, and to approve resolutions and minutes as submitted.

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

**RESOLUTION NO. 01-832**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 311552 THROUGH 311824:**

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 311552 through 311824 and Purchase Orders and Vouchers as listed below:

**PO's**

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1P04371	Delaware County Commissioners	Cost Allocation Plan	3530-2910	\$ 113,122.00
1B09829	First Communications, LLC	Long Distance Phone Service	0130-2202	\$ 7,245.00
INCREASE				
1B43054	Various Vendors	Cluster/Purchased Services	4535-2013	\$ 20,000.00
1B43000	Various Vendors	Pub Assistance SSI	4510-2014	\$ 10,000.00

**Vouchers**

1B43093	Delaware County Commissioners	Services & Charges	4550-2910	\$ 15,194.66
1B10479	Bovis Lend Lease, Inc.	Construction Manager/Adm. Bldg.	8612-4011	\$ 64,211.20
1B43063	JVS Adult Education	Achieve Contracts	4515-2013	\$ 15,537.95
1B03203	Liberty Township	EMS Serv. Provided	0260-2047	\$ 5,075.00
1B43000	Susan Daniels	Public Assistance SSI	4510-2014	\$ 5,523.00

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

**RESOLUTION NO. 01-833**

**IN THE MATTER OF APPROVING THE SERVICE CONTRACT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND DELAWARE HEALTH DEPARTMENT:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE HEALTH DEPARTMENT**

This Contract is made and entered into on the 1st day of July 2001, between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE HEALTH DEPARTMENT.

- PURPOSE OF CONTRACT:** The Medicaid Outreach funding is allocated to the county for the purpose of conducting outreach activities to raise awareness of health insurance coverage for qualifying children and pregnant women. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DELAWARE HEALTH DEPARTMENT for the implementation of Medicaid Outreach Services. Services being provided are detailed in the Medicaid Outreach Program Plan.

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2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2001 through June 31, 2002, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DELAWARE HEALTH DEPARTMENT for actual costs for services outlined in the Medicaid Outreach Program Plan document. Said reimbursement shall not exceed \$55,892. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Medicaid Outreach Program.  
  
The DELAWARE HEALTH DEPARTMENT agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DELAWARE HEALTH DEPARTMENT will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).
5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DELAWARE HEALTH DEPARTMENT must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Medicaid Outreach Program administrative requirements. DELAWARE HEALTH DEPARTMENT will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DELAWARE HEALTH DEPARTMENT with necessary information regarding participants as specified in the Medicaid Outreach Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DELAWARE HEALTH DEPARTMENT shall maintain records of services provided to Medicaid Outreach eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DELAWARE HEALTH DEPARTMENT warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DELAWARE HEALTH DEPARTMENT agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DELAWARE HEALTH DEPARTMENT shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DELAWARE HEALTH DEPARTMENT shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.  
  
If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DELAWARE HEALTH DEPARTMENT shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DELAWARE HEALTH DEPARTMENT agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DELAWARE HEALTH DEPARTMENT.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DELAWARE HEALTH DEPARTMENT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by

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appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The DELAWARE HEALTH DEPARTMENT agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The DELAWARE HEALTH DEPARTMENT agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Medicaid Outreach Program. DELAWARE HEALTH DEPARTMENT is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DELAWARE HEALTH DEPARTMENT and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DELAWARE HEALTH DEPARTMENT responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and DELAWARE HEALTH DEPARTMENT agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to Medicaid Outreach participants appeal and state hearings in accordance with State Regulations. The DELAWARE HEALTH DEPARTMENT and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgments, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Medicaid Outreach Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Medicaid Outreach Funds.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DELAWARE HEALTH DEPARTMENT will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
  1. The quality or extent of purchased services furnished by provider has been reduced or improved.
  2. The maximum unit rate has varied significantly from actual cost.
  3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

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- 24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
- 25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DELAWARE HEALTH DEPARTMENT agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
- 26. **DRUG-FREE WORKPLACE:** The DELAWARE HEALTH DEPARTMENT certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

**RESOLUTION NO. 01-834**

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

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

Angela Rayburn and Julie Smith have accepted the positions of Income Maintenance Worker III for Job and Family Services; effective date of hire is August 14, 2001.

Greg Koehler has been promoted from part-time Paramedic to full-time Paramedic for EMS; effective date of promotion is August 5, 2001.

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

**RESOLUTION NO. 01-835**

**IN THE MATTER OF APPOINTING THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY BOARD:**

It was moved by Mrs. Martin , seconded by Mr. Wuertz to approve the appointments:

WHEREAS, pursuant to a Resolution adopted June 25, 2001, by this Board of County Commissioners, the Powell Community Infrastructure Financing Authority was established, effective July 27, 2001, pursuant to Chapter 349 of the Ohio Revised Code to govern a proposed new community district (the "District"); and

WHEREAS, pursuant to that Resolution the Delaware County Board of Commissioners is to appoint three (2) citizen members representing the interests of present and future residents of the District and one (1) member to serve as a representative of local government;

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

Section 1. The following citizen members are hereby appointed to the Powell Community Infrastructure Financing Authority Board of Trustees to serve a one- (1) year term ending August 3, 2002:

- Donell Grubbs
- George Kannapel

Section 2. The following citizen member is hereby appointed to the Powell Community Infrastructure Financing Authority Board of Trustees to serve a two-year term ending August 3, 2003:

- Gary Schaeffer

WHEREAS, The following representative of local government was appointed to the Powell Community Infrastructure Financing Authority Board of Trustees by Resolution No. 01-679 dated June 25, 2001, to serve a two- (2) year term ending August 3, 2003:

- Nan Metz

WHEREAS, This Board acknowledges by Resolution No. 01-679 receipt of a letter dated June 25, 2001, from Triangle Properties, Inc. as the developer of the Authority, appointing the following persons as the developer

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members to the Board of Trustees of the Authority:

One Year Term	Two Year Term
Donald R. Kenney, Sr.	Mark L. DiSabato
Ronald E. Davis	

Section 3. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

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

**RESOLUTION NO. 01-836**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 9:50 AM:**

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

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

**RESOLUTION NO. 01-837**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:11 AM:**

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

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

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Letha George, Clerk to the Commissioners