

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2002

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Donald Wuertz, Deborah Martin, James D. Ward

7:30 PM Reconvening The Public Hearing For Annexation Of 308.858 Acres From Berlin Township To The City Of Delaware

7:45 PM Trenton Township Trustees –Truck Route Discussion

PUBLIC COMMENT

RESOLUTION NO. 02-1524

IN THE MATTER OF APPROVING PURCHASE ORDERS AND VOUCHERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases			
Family Connection	Residential Treatment	22511607-534234215	\$ 10,000.00
Kindercare, Neverland	Child Care	22411606-5348	\$ 23,000.00
Vouchers			
Presbyterian Child Welfare	Residential Treatment	22511607-534234215	\$ 10,000.00
Gateway	Network Hardware	21411306-545045005	\$ 32,180.00
Finley Fire Equipment	Equipment	21511312-5238	\$ 21,805.00
	Freight	21511312-5331	\$ 50.72

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

RESOLUTION NO. 02 -1525

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor’s Office is requesting that David Yost attend a Auditor’s Conference in Worthington, Ohio December 3 –5, 2002, at the cost of \$177.00.

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

RESOLUTION NO. 02-1526

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE DEPARTMENT OF DEVELOPMENTAL DISABILITIES:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
29552501 - 590	29552501 - 560	\$ 100,000.00
MRDD - Contingency	MRDD - Grants	

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

RESOLUTION NO. 02 -1527

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

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

Permit #	Applicant	Location	Type of Work
U02183	Columbia Gas	Hoover Woods Road	Install gas main
U02189	Columbia Gas	Neverland Drive	Install gas main

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

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RESOLUTION NO. 02-1528

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE
CONTRACT WITH THE RIGHTER COMPANY FOR THE MILLS ROAD BRIDGE REPLACEMENT
PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following Bid and approving the following contract:

Mills Road Bridge Replacement Project
Bid Opening of November 25, 2002

As a result of the referenced bid opening, The Engineer recommends a bid award be made to The Righter Company of Columbus, Ohio, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 2nd day of December 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **The Righter Company**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **NINE HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE AND NINETY-NINE CENTS** (\$998,365.99), 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 **MILLS ROAD BRIDGE 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 **October 31, 2003**.

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

RESOLUTION NO. 02-1529

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE
CONTRACT WITH R&I CONSTRUCTION, INC. FOR THE DONOVAN ROAD BRIDGE
REPLACEMENT PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Bid and approving the following contract:

Donovan Road Bridge Replacement Project
Bid Opening of November 20, 2002

As a result of the referenced bid opening, The Engineer recommends a bid award be made to R&I Construction, Inc. of Tiffin, Ohio, the low bidder for the project.

CONTRACT

AGREEMENT, made and entered into this 2nd day of December 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **R&I CONSTRUCTION, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **FOUR HUNDRED NINETY-THREE THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS (\$493,224)**, 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 **DONOVAN ROAD OVER FULTON CREEK BRIDGE REPLACEMENT PROJECT**, in accordance with plans,

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drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 30, 2003**.

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

RESOLUTION NO. 02-1530

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS BUCKEYE VALLEY SACC AND ROBIN O’HARA:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
-Buckeye Valley East Elementary 522 E. High Street, Ashley, OH 43003 -Buckeye Valley Middle 683 Coover Rd., Delaware, OH 43015 -Buckeye Valley North Elementary 4230 St. Rte. 203, Radnor, OH 43006 -Buckeye Valley West Elementary 61 N. Third Street, Ostrander, OH 4306	Schoolage	\$85.00	\$56.95	- \$25.00 Registration Fee per child or \$30.00 Registration Fee per Family - \$40.00 Field Trip Fee (25% sibling Discount)
-Buckeye Valley East Elementary 522 E. High Street, Ashley, OH 43003 -Buckeye Valley Middle 683 Coover Rd., Delaware, OH 43015 -Buckeye Valley North Elementary 4230 St. Rte. 203, Radnor, OH 43006 -Buckeye Valley West Elementary 61 N. Third Street, Ostrander, OH 4306	K-5: 6:30am-9:15am 3:40pm-6:00pm 6:30am-9:15 am and 3:40 pm–6:00pm Kindergarten Only 6:30am-6:00pm 6:30am-3:40pm 9:15am-6:00pm 9:15am-1:00pm 11:45am-3:40pm	 \$30.00 \$30.00 \$60.00 \$70.00 \$60.00 \$60.00 \$50.00 \$50.00		\$15.00 Registration Fee (25% sibling Discount)
Robin O’Hara 17 Cheshire Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50 / Per Hour		None

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

RESOLUTION NO. 02-1531

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO GRADUATES:

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

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Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County:), and Jobs for Ohio Graduates (hereafter “JOG”).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and JOG is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. JOG will provide services per proposal dated July 3, 2002. Services will include alternative secondary services, dropout recovery services, and support services.
- B. Expenditures for project operation costs under this contract will not exceed \$66,252.
- C. The time period for this contract is from October 1, 2002 through June 31, 2003.
- D. JOG shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. JOG understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. JOG agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibits.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. JOG agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. JOG agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
- L. The Department and JOG agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that JOG will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by JOG or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, JOG must notify the Department immediately.

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

RESOLUTION NO. 02-1532

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE JVS COMMUNITY CAREER RESOURCE CENTER:

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

Agreement

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County:), and Delaware JVS Community Career Resource Center (hereafter “CCRC”).

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Whereas the County has accepted State funds and needs to provide services or, contract out for services, and CCRC is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. CCRC will provide services for WIA-eligible out-of-school youth. CCRC will conduct objective assessments including academic achievement, basic interest and aptitude, and comprehensive vocational evaluations. Written reports will be prepared and information shared in a post-assessment conference with the individual and the case manager (if available).

B. The cost of the assessments are as follows: academic achievement and interest and aptitude at \$75 per assessment, comprehensive vocational at \$180.00 per assessment. Expenditures for this contract will not exceed \$4,050.00.

C. The time period for this contract is from November 18, 2002 through June 31, 2003.

D. CCRC shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. CCRC understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This Agreement cannot be modified except when reduced to writing and signed by all Parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. CCRC agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. CCRC agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. CCRC agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and CCRC agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that CCRC will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by CCRC or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, CCRC must notify the Department immediately.

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

RESOLUTION NO. 02-1533

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND FAMILY CONNECTION INC.:

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

Contract for Child Placement and Related Services

This Contract is entered into by and between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, a Title IV-E Agency, hereinafter "Agency" whose address is 140 N. Sandusky Street, Delaware, Ohio, and Family Connection, Inc. hereinafter "Provider" whose address is 221 Tariton Road, Circleville, Ohio. This Contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency.

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RECITALS

Whereas, the Agency is responsible under Chapter 5153. Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and,

Whereas, the Agency is authorized under Chapter 5153. Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

ARTICLE I -DEFINITIONS GOVERNING THIS CONTRACT

The following definitions shall govern this Contract:

1.IV-E Allowable Costs mean those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.

2. IV-E Unallowable Costs mean those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.

3. C.F.R. mean Code of Federal Regulations.

4. Administration Costs mean those costs as specified in 45 C.F.R. 1356.60.

5. Maintenance Costs mean those costs as specified in 42 U.S. Code 675 (4) (A).

6. Foster Home means a licensed private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of foster homes.

7. Family Foster Home means a foster home that is not a specialized foster home.

8. Specialized Foster Home means a Medically Fragile Foster Home or a Treatment Foster Home.

(1) Medically Fragile Foster Home means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:

(a) under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111. for long-term care services the children require a skilled level of care;

(b) the children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;

(c) the children require the services of a registered nurse on a daily basis;

(d) the children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.

(2) Treatment Foster Home means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.

9. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

10. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

11. Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants

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and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.

12. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.

13. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

14. Office of Management and Budget (OMB) Circular A-133. Audits of States, Local Government and Non-Profit Organizations.

ARTICLE II -SCOPE OF PLACEMENT SERVICES

1. Provider agrees to provide placement and related services for children in the care and custody of the Agency as consistent with current state and federal laws, federal and state regulations, and those Agency's policies and procedures that have been made available to the Provider.

ARTICLE III -CONTRACT TERM

1. This Contract is in effect from August 20, 2002, through June 30, 2003 unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

ARTICLE IV- REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

1. The maximum amount payable pursuant to this Contract is \$100,000 and no cents \$100,000.00) for placement and related services. However, it is understood that the actual amount paid may be less, based upon services provided and reports received.

2. Agency agrees to pay Provider on the basis of a daily per diem for the placement for each child as identified in each child's Individual Child Care Agreement.

3. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

4. Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:

1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
2. Billing date and the billing period;
3. Name of child, date of birth of child, child's FACSIS case number, and child's social security number, if available;
4. Admission date and discharge date, if available;
5. Agency number, (if any);
6. Per diem cost and per diem reimbursement for the following categories:
 - A. Maintenance
 - B. Administration
 - C. Case Management
 - D. Transportation
 - E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)
 - F. Behavioral Healthcare
 - G. Other costs - (any other cost the Agency has agreed to participate in)

5. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

ARTICLE V-TERMINATION; BREACH AND DEFAULT

A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of such termination.

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B. Notwithstanding ARTICLE V, Section A, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers illegal conduct on the part of Provider involving the health, safety or welfare of the child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.

C. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.

D. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.

E. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the cost incurred prior to receipt of notice of termination. The reimbursement will be calculated by the Agency based on the rate set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for cost incurred by the Provider subsequent to the date of receipt of notice of termination.

F. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties 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 subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

G. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

ARTICLE VI- PROVIDER RESPONSIBILITIES

1. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties.

2. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board or his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

3. Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the 15th day of each month. The progress report will be based on the child's case plan and should include documentation of services provided to the child. Failure to submit the progress report along with the monthly invoice will result in a delay of payment, until such time that the Provider comes into compliance.

4. Provider agrees that while Provider may have input into the development of the child's case plan, that and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that Agency is the final authority.

5. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within forty-eight (48) hours. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists: (1) the child is absent without leave, (2) the child received emergency treatment from a medical professional, (3) the child is involved in a critical incident, (4) the child is a victim or perpetrator of an assault, (5) the child's medication has changed, (6) the child is suspended or expelled from school, (7) the filing of any law enforcement report involving the child or (8) when physical restraint is used/applied.

6. Provider agrees to submit each child's assessment and treatment plans within thirty days of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment. Provider will submit said documentation with that month's invoice.

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7. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
8. Provider agrees that for each child who is being terminated from substitute care to submit a discharge summary with that month's invoice or within 30 days following discharge, whichever is greater.
9. Provider agrees to provide additional services as agreed to in the case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities, as provided in the Individual Child Care Agreement).
10. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

ARTICLE VII-AGENCY RESPONSIBILITIES

1. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review and revision.
2. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten calendar days.
3. Agency agrees to provide a copy of the social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement.
4. Agency agrees to review the Provider's Invoice for completeness before making reimbursement. Any undisputed Invoice received within the time frame specified by the Agency will be promptly paid to the Provider within forty-five (45) days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
5. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

ARTICLE VIII-PROVIDER ASSURANCES AND CERTIFICATIONS

1. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
2. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
3. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
4. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
5. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
6. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
7. Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
8. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
9. Provider certifies that it will provide a copy of its license(s) or an ODJFS letter extending a previous license, to the Agency prior to the signing of the contract.
10. Provider certifies that it will seek to maintain its license, and that upon receipt of the renewal of its license or upon receipt of an ODJFS letter extending a previous license, a copy of the license will be provided to the Agency within five business days.
11. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.
12. Provider certifies that it will not deny or delay services to eligible persons because of the persons race, color, religion, national origin, gender, orientation, disability or age.

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ARTICLE IX-RECORDS RETENTION REQUIREMENTS

1. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code requirements, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:

(1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract.

(2) If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.

2. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.

3. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

4. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

ARTICLE X -INDEPENDENT CONTRACTOR

1. Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.

ARTICLE XI -LIMITATION OF LIABILITY

1. The Agency's maximum liability under this contract is limited to the total dollar amount specified in Article IV(B) above, provided that this amount is appropriated and certified as available in accordance with Revised Code 5101.41 (D)(1).

ARTICLE XII –AUDITS

1. The Provider shall conduct or cause to be conducted an annual independent audit of its financial statement in accordance with the requirements specified in the rules 5101:2-47-231, 5101:2-47-261 and 5101:2-47-262 of the Ohio Administrative Code. If the Provider is an Ohio Title IV-E Provider then the Provider shall also conduct or cause to be conducted an annual independent audit of its Title IV-E cost report. The audit of the cost report shall be conducted in accordance with Government Auditing Standards (GAS) and shall express an opinion on the financial statements and a report on compliance and internal control over financial reporting. A copy of the annual audit report shall be filed with the Agency at the time that Provider files its cost report with the ODJFS pursuant to the cost report filing schedule set forth in rule 5101:2-47-261 of the Ohio Administrative Code.

2. The Agency shall be responsible for receiving, replying to and arranging compliance with any audit exception found by any state or federal audit of this agreement as it pertains to federal, state or county funding of this contract. The Agency shall notify the Provider within five business days of any adverse findings against the Provider. Upon receipt of notification by the Agency, Provider shall fully cooperate with the Agency or other party having jurisdiction and timely prepare and send to the Agency its written response to the audit exception.

3. The Provider shall be liable for any audit finding(s) that results solely from its acts or omissions in the performance of this contract. The Agency shall be liable for any audit findings that result solely from its acts or omissions in the performance of this contract. In the event that the audit findings results from the acts or omissions of both the Agency and the Provider, the financial liability for the audit finding shall be shared by the parties in proportion to their relative fault.

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4. For the purpose of this section, the term “audit finding” shall include federal disallowance and deferrals, or any financial penalties assessed by ODJFS pursuant to rule 5101:2-33-19 of the Administrative Code.

5. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:

- (1) Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations,
- (2) Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- (3) Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government,
- (4) Where applicable, Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-Profit Organization
- (5) Ohio Administrative Code rule 5101:2-47-11(C), Allowable and Unallowable Cost Guidelines,
- (6) Ohio Administrative Code rule 5101:2-47-25 Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
- (7) Ohio Administrative Code Section 5101:2-47-26, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the ODHS 02909 Residential Child Care Facility Cost Report and the ODHS 02910 Purchased Family Foster Care Cost Report.
- (8) If reporting requirements are not addressed in either of the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.
- (9) If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in a financial penalty of 50%. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.

6. If Provider receives a special audit as described in Chapter 117.13(B) of the Ohio Revised Code, then the following applies: Any costs of an audit of the provider receiving public money for its use shall be charged to the public office providing public money in the same manner as an audit of the public office except in the following circumstances:

- (1) If an audit of a provider receiving public money from a Agency for providing child welfare or child protection services sets forth that the money has been illegally expended, converted, misappropriated, or is unaccounted for, the cost of the audit shall be charged to the provider being audited in the same manner as costs of an audit of a public office, unless the findings are inconsequential, as defined by Government Auditing Standards.
- (2) If such an audit does not set forth that money has been illegally expended, converted, misappropriated, or is unaccounted for or sets forth findings that are inconsequential, as defined by Government Auditing Standards, the cost of the audit shall be charged as follows:
 - (a) one-third of the costs to the Provider being audited,
 - (b) one-third of the costs to the Agency that provided the public money to the Provider being audited.
 - (c) one-third of the costs to the Ohio Department of Job and Family Services.

ARTICLE XIII-GRIEVANCE /DISPUTE RESOLUTION PROCESS

1. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

ARTICLE XIV -AMENDMENTS

1. This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written

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amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

ARTICLE XV -NOTICE

- 1. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency’s Executive Director at Delaware County Department of Job and Family Services at 140 N. Sandusky Street, Delaware, Ohio 43015.
- 2. Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Corporate President at Family Connection, Inc., P O Box 127, Stoutsville, Ohio 43154.

ARTICLE XVI –CONSTRUCTION

- 1. This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

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

RESOLUTION NO. 02-1534

IN THE MATTER OF APPROVING THE PURCHASE OF FURNITURE AND EQUIPMENT FOR THE SHERIFF’S SUB-STATIONS AT MEDIC 8 (SCIOTO) AND MEDIC 9 (HARLEM):

It was moved by Mrs. Martin, seconded by Mr. Ward to approve change order:

WHEREAS, the Delaware County Emergency Medical Service (EMS) included sub-stations for the Sheriff’s Office at both Medic 8 (Scioto) and Medic 9 (Harlem), and

WHEREAS, to occupy these spaces the Sheriff’s Office requires a minimum amount of office furniture and equipment, and

WHEREAS, no provision for this purchase was included in the project costs for these sub-stations,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves these purchases at a cost of \$7,955.00.

BE IT FURTHER RESOLVED: That a supplemental appropriation be approved as follows:

Harlem Project	Account # 40211407	Materials and Supplies	\$4,025.00
Scioto Project	Account # 40211406	Materials and Supplies	\$3,930.00

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-1535

IN THE MATTER OF APPROVING CONTRACT FOR BID PACKAGE 3 (ARCHITECTURAL FLOORS, INC. DBA RESOURCE OHIO) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

Architectural Floors, Inc. DBA ReSource Ohio

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Architectural Floors, Inc. DBA ReSource Ohio
2571 Silver Drive
Columbus, Ohio 43211

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

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In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

Bid Package Three – FLOORING
Alterations to 109 North Sandusky Street
109 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Thirteen Thousand Nine Hundred Dollars (\$13,900), based upon the Bid Form, dated October 2002 submitted by the Contractor.

	\$13,900 Base Bid
	<u>no alternates</u> awarded
Total Contract Amount	\$13,900

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

- | | |
|--|----------|
| • Completion of Carpeting and Flooring | 03/06/03 |
| • Substantial Completion for all Bid Package Contracts | 03/17/03 |
| • Completion of all Architects Prepared Punch list Items | 04/02/03 |

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 The Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be

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considered to be incorporated by reference into this Contract as if fully rewritten herein.

- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution of section 5.1 and approval by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 02-1536

7:30 PM PUBLIC HEARING FOR ANNEXATION OF 308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:30PM.

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

RESOLUTION NO. 02-1537

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 8:15PM.

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

RESOLUTION NO. 02-1538

ORDER OF COMMISSIONERS FOR ANNEXATION OF 308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

The Commissioners of Delaware County, Ohio having on the 2nd day of December 2002, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the **City Of Delaware**, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

- 1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
- 2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the **City Of Delaware** as required by Section 709.031(B) of the Revised Code;

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- 3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
- 4. The territory included in the annexation petition is not unreasonably large;
- 5. The plat of the territory to be annexed is accurate, and
- 6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

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

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

7:45 PM Trenton Township Trustees –Truck Route Discussion

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners