

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 23, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 05-839

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 16, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held June 16, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-840

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0620, 0622 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0622:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0620, 0622, memo transfers in batch numbers MTAPR0622 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Lenco Industries	Tactical Vehicle	21511312-5450	\$ 186,150.00
Squire, Sanders & Dempsey	Olentangy Crossing	40811422-5718	\$ 25,000.00
Nickolas Savko & Sons Inc.	Olentangy Crossing	40811422-5420	\$ 1,527,200.00
Charles Hodges	Settlement for Charles Hodges	60111901-5370	\$ 7,000.00
Shaffer Associates	Ceiling Tile Jail	40111402-5410	\$ 14,978.00
Increases			
Childtime Learning	Day Care	22411610-5348	\$ 5,000.00
B P Products	Gasoline for County Vehicles	10011106-5228	\$ 20,000.00
La Petite Summitview	Day Care Contract	22411610-5348	\$ 6,000.00
Kindercare Neverland	Day Care Contract	22411610-5348	\$ 60,000.00
Child Care Unlimited	Day Care Contract	22411610-5348	\$ 20,000.00
Del Area Career Center	Day Care	22411610-5348	\$ 5,000.00
Vouchers			
Maddox NBD	Professional Services	40111402-5410	\$ 24,799.50
Eastman Kodak Corporation	Serv. Renewal/DAW 4800	10011103-5325	\$ 5,059.00
Floyd Browne Group	Phase 1 Borings/12 Cell Tower	41111421-5410	\$ 5,708.75
Toddler Inn	Day Care	22411610-5348	\$ 8,550.60
Todays Learning Child	Day Care	22411610-5348	\$ 5,691.00
Ben Bro Enterprises	Bldg & Land Rental	10011105-533533502	\$ 14,625.00
Synagro Midwest Inc.	Conveyance & Land Application	65211919-5301	\$ 15,099.48
AEP	Service	65211919-533833802	\$ 38,472.78
Camp Dresser and McKee	Contract/Sewer Master Plan	65211919-5410	\$ 9,516.58
Camp Dresser and McKee	Contract/Sewer Master Plan	65211905-5410	\$ 9,516.58

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -841

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor’s Office is requesting that Dave Yost attend an Ohio Prosecuting Attorneys Association Workshop in Sandusky, Ohio June 25-26, 2005, at the cost of \$416.56.

The Administrative Services Department is requesting that Gina Fasone attend an OHPELRA “Pepple and Waggoner Attorneys at Law” Seminar in Cleveland, Ohio July 15, 2005, at the cost of \$39.50.

The Recorder’s Office is requesting reimbursement for Andrew Brenner’s attendance to a Recorder’s

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Conference in Mason, at the cost of \$126.14.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-842

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COURT OF
COMMON PLEAS:

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

Supplemental Appropriation		AMOUNT
25222203-5201	Common Pleas Special Projects/Office Supplies	\$1,000.00
25222203-5250	Common Pleas Special Projects/Minor Tools & Equip.	\$4,000.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-843

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation		Amount
From	To	
28731312-5260	28731312-5320	\$8,907.00
Law Enforcement Computer/Inventoried Tools & Equip	Law Enforcement Computer/Data Processing Services	

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-844

IN THE MATTER OF APPROVING ESTABLISHING NEW AGENCY FUNDS FOR THE RECORDER’S
OFFICE:

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

Establish Agency Funds	
72613902	Recorder Overpayments
72713903	Recorder Prepaid

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-845

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND
APPROVING THE CONTRACT SUBMITTED BY W. G. FAIRFIELD COMPANY FOR CDBG FY’04
STREET LIGHTING /SIGNAL IMPROVEMENT PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$79,000 has been provided to Delaware County through the FY’04 CDBG Formula Program, and Delaware County Revolving Loan Fund (RLF) has been approved in the amount up to \$99,500 by the Delaware County Board of Commissioners, and

WHEREAS, the project was bid out and bids were received May 26, 2005; and

WHEREAS, Village of Sunbury has reviewed the bids received, and the bid submitted by W. G. Fairfield Co. in the amount of \$458,246 has been determined to be the lowest and best bid; and

WHEREAS, the Village hereby agrees to be responsible for the cost above the \$178,500 approved by Delaware County Commissioner.

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

Section 1. That the Delaware County Board of Commissioners awards the bid to W. G. Fairfield Company for the Street Lighting/Signal Improvement Project as approved in the FY04 CDBG Formula Grant Program and Delaware County RLF Program for the Village of Sunbury.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

AGREEMENT FORMS
CONTRACT

THIS AGREEMENT made this 23rd day of June 2005, by and between W. G. Fairfield Company, Inc. hereinafter called the "Contractor" and Delaware County, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor is a corporation organized under the laws of the State of Ohio shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely Street Lighting and Signal Improvements, and required supplemental work for supplemental work for the Fy'04 CDBG Grant all in strict accordance the N/A all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated May 20, 2005, all as prepared by M. Pope Engineering and R. D. Zande acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price

The Owner and the Village of Sunbury will pay the Contractor for the total quantities of work performed at the lump sum price stipulated in the Bid for the respective items of work completed for the sum of Four Hundred Fifty-Eight Thousand Two Hundred Forty-Six (Dollars) \$458,246.00 subject to additions and deductions as provided in Section 109 hereof.

1 Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of _____: and individual trading as _____.

2 Supply principal items of Contract such as electrical, earthwork, flexible conduit, conductors and connectors, street lighting handholes, poles, luminaries and foundations, installation street lighting and controllers, etc.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Vote on Motion Mr. Jordan Aye Mr. Evans Abstain Mr. Ward Aye

RESOLUTION NO. 05-846

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR ABBEY KNOLL

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SECTION 5, PHASES A & B:

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plan for Abbey Knoll Section 5, Phases A & B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-847

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SANITARY
ENGINEER ADMINISTRATION:

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

Supplemental Appropriation	Amount
65111904-5301 Sanitary Engineer Administration/Professional Services	\$75,000.00

Further Be It Resolved, that the Commissioners approve a Change Order to Quality Control Inspection in the amount of \$50,000.00.

Further Be It Resolved, that the Commissioners approve a Purchase Order Increase to Quality Control Inspection in the amount of \$50,000.00 (65111904-5301).

Further Be It Resolved, that the Commissioners approve a New Purchase Order Request to Resource International in the amount of \$25,000.00 (65111904-5301).

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-848

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE COMMUNITY ACTION ORGANIZATION OF DELAWARE, MORROW & UNION:

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

AGREEMENT

This Agreement is entered into this 23rd day of June, 2005 by and between the Delaware County Department of Job and Family Services (hereafter, “Department”), the Delaware County Board of Commissioners (hereafter “County”), and Community Action Organization of Delaware, Morrow & Union (hereafter “CAODMU”).

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

- A. Services CAODMU will provide include supervision of the Summer Works program and youth payroll as well as the following:
 - Chore program activities;
 - Promotion of program;
 - Provide vehicle to transport participants and equipment;
 - Provide meeting room;
 - Provide all necessary materials.The Department will provide the following:
 - Education training;
 - Program oversight;
 - Participant orientation;
 - Meet with staff each morning;
 - Coordination of services for Community Action;
 - Monitor follow-up performance;
 - Provide necessary equipment.
- B. Expenditures for project operation costs under this contract will not exceed \$15,910.72.
- C. The time period for this contract is from June 20, 2005 through August 19, 2005.
- D. CAODMU 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

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- to appropriate modifications/corrections.
- E. CAODMU 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. CAODMU 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. CAODMU agrees to hold harmless and defend the Department, the County, and the Ohio Department of Job and Family Services from all liability, injury, loss, damage, and/or related expenses incurred through the provision of services under this Agreement, including attorney's fees.
 - K. Throughout the entire term of this Agreement, CAODMU agrees to maintain adequate liability insurance sufficient to the County and Department on all vehicles used in connection with this Agreement and agrees to name the Department and the County as additional insureds in such insurance policy. Before rendering services under this contract, CAODMU agrees to provide the Department and the County with a copy of such policy. CAODMU agrees to immediately notify the Department and the County should insurance coverage under such insurance policy be canceled or end for any reason during the term of this Agreement. The County and the Department reserve the right to immediately terminate this Agreement upon receiving such notice.
 - L. CAODMU agrees to maintain compliance with all state, federal, and local regulations which govern the provision of these services under this Agreement.
 - M. The Department and CAODMU 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 CAODMU 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.
 - N. This Agreement may be terminated by CAODMU 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, CAODMU must notify the Department immediately.
 - O. All publicity of Summer Works by CAODMU must include the Department.
 - P. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Community Action 22311611 5348 \$15,910.72

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-849

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

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

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

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DELAWARE AREA CAREER CENTER

This Contract is made and entered into on the 23rd day of June, 2005 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE AREA CAREER CENTER hereinafter referred to as ADACC@.

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DACC for support of the data system development.
2. **AGREEMENT PERIOD:** This Contract will be effective from June 1, 2005 through June 30, 2006 inclusive, unless otherwise terminated.
3. **CONTRACT SERVICES:** DACC agrees to furnish and provide to DCDJFS the services, products, and/or materials as provided in DACC's Proposal dated May 19, 2005 ("Proposal") and Letter of Agreement ("Letter") and which are both attached hereto and by this reference fully incorporated into this Contract as if fully re-written here.
4. **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.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to provide payment to DACC per Proposal dated May 19, 2005 and Letter. Basic system including enhancements, user manuals, training, custom extracts and reports, file analysis and initial support shall cost \$8,000. Initial project cost of \$7,100 to be completed by June 30, 2005. Additional support to be billed at \$85.00 per hour through June 30, 2006 not to exceed \$2,900. Said payments under this contract shall not exceed \$10,000.
6. **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.
7. **INFORMATION REQUIREMENTS:** DACC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** DACC shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** DACC 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, DACC agrees to repay the DCDJFS the amount entitled.
10. **FINANCIAL RECORDS:** DACC 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.
11. **AVAILABILITY AND RETENTION OF RECORDS:** DACC shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, 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 records in the possession of any third party performing work related to this Contract for the same three (3) year period of time 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, DACC shall retain and shall assure that any third party performing work related to this Contract retains 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.
12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DACC 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 DACC.

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13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DACC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.
- DACC agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
14. **SAFEGUARDING OF CLIENT:** DACC 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 DACC 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 DACC 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 It Takes Two participants appeal and state hearings in accordance with State Regulations. DACC 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, judgements, 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, judgements, 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. **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 or termination, termination for this reason will be effective on the date that the reimbursement is no longer available.
19. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
20. **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.
21. **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 partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
22. **ACCESSIBILITY OF Programs TO HANDICAPPED:** DACC 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.
23. **DRUG-FREE WORKPLACE:** DACC 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.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Delaware Area Career Center 22311611 5348 \$10,000

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-850

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IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ORANGE BOY, INC.:

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
ORANGE BOY, INC.**

This Contract is made and entered into on the *23rd* day of June, 2005 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and ORANGE BOY, INC. hereinafter referred to as ~~A~~ORANGE BOY@.

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and ORANGE BOY for support of the data system development.
2. **CONTRACT SERVICES:** ORANGE BOY agrees to furnish and provide to DCDJFS the services, products, and/or materials as provided in ORANGE BOY's Consulting Services Proposal dated May 18, 2005 ("Proposal") and which is attached hereto and by this reference fully incorporated into this Contract as if fully re-written here.
3. **AGREEMENT PERIOD:** This Contract will be effective from June 1, 2005 through June 30, 2005 inclusive, unless otherwise terminated.
4. **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.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to provide payment to ORANGE BOY per Proposal dated May 18, 2005. Said payments shall not exceed \$4,500.
6. **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.
7. **INFORMATION REQUIREMENTS:** ORANGE BOY will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** ORANGE BOY shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** ORANGE BOY 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, ORANGE BOY agrees to repay the DCDJFS the amount entitled.
10. **FINANCIAL RECORDS:** ORANGE BOY 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.
11. **AVAILABILITY AND RETENTION OF RECORDS:** ORANGE BOY shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, 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 records in the possession of any third party performing work related to this Contract for the same three (3) year period of time 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, ORANGE BOY shall retain and shall assure that any third

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party performing work related to this Contract retains 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.

12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** ORANGE BOY 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 ORANGE BOY.
13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** ORANGE BOY agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

ORANGE BOY agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
14. **SAFEGUARDING OF CLIENT:** ORANGE BOY 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 ORANGE BOY 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 ORANGE BOY 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 It Takes Two participants appeal and state hearings in accordance with State Regulations. ORANGE BOY 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, judgements, 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, judgements, 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. **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 or termination, termination for this reason will be effective on the date that the reimbursement is no longer available.
19. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
20. **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.
21. **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 partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
22. **ACCESSIBILITY OF Programs TO HANDICAPPED:** ORANGE BOY 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.
23. **DRUG-FREE WORKPLACE:** ORANGE BOY 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.

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Further Be It Resolved, that the Commissioners approve the following Purchase Order Request
Orange Boy, Inc. 22411601 5348 \$4,500

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-851

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ORANGE BOY, INC.:

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

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
ORANGE BOY, INC.**

This Contract is made and entered into on the 23rd day of June, 2005 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and ORANGE BOY, INC. hereinafter referred to as ~~A~~ORANGE BOY~~@~~.

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and ORANGE BOY for support of the data system development.
2. **AGREEMENT PERIOD:** This Contract will be effective from June 1, 2005 through June 30, 2005 inclusive, unless otherwise terminated.
3. **CONTRACT SERVICES:** ORANGE BOY agrees to furnish and provide to DCDJFS the services, products, and/or materials as provided in ORANGE BOY's Consulting Services Statement of Work dated May 26, 2005 ("Statement") and which is attached hereto and by this reference fully incorporated into this Contract as if fully re-written here.
4. **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.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to provide payment to ORANGE BOY per Statement dated May 26, 2005. Said payments shall not exceed \$10,060.
6. **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.
7. **INFORMATION REQUIREMENTS:** ORANGE BOY will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** ORANGE BOY shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** ORANGE BOY 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, ORANGE BOY agrees to repay the DCDJFS the amount entitled.
10. **FINANCIAL RECORDS:** ORANGE BOY 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.
11. **AVAILABILITY AND RETENTION OF RECORDS:** ORANGE BOY shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a

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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 records in the possession of any third party performing work related to this Contract for the same three (3) year period of time 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, ORANGE BOY shall retain and shall assure that any third party performing work related to this Contract retains 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.

12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** ORANGE BOY 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 ORANGE BOY.

13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** ORANGE BOY agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

ORANGE BOY agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

14. **SAFEGUARDING OF CLIENT:** ORANGE BOY 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 ORANGE BOY 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 ORANGE BOY 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 It Takes Two participants appeal and state hearings in accordance with State Regulations. ORANGE BOY 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, judgements, 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, judgements, 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. **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 or termination, termination for this reason will be effective on the date that the reimbursement is no longer available.

19. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.

20. **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.

21. **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 partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

22. **ACCESSIBILITY OF Programs TO HANDICAPPED:** ORANGE BOY 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

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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.

23. **DRUG-FREE WORKPLACE:** ORANGE BOY 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.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request
Orange Boy, Inc. 22311611 5348 \$10,060

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-852

IN THE MATTER OF APPROVING CHANGES TO THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PREVENTION, RETENTION, CONTINGENCY PROGRAM:

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

**Proposed Change to the Delaware County PRC Plan
To be Effective 6/27/05**

- A statement has been added to the Help Me Grow section of the PRC Plan stating that a self-declaration of income by the customer will be used to determine the income eligibility.

**DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES
PREVENTION, RETENTION, CONTINGENCY**

INTRODUCTION

The Prevention, Retention, and Contingency (PRC) Program is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. These supports include nonrecurring short-term, crisis-oriented benefits **and**, ongoing services that are directly related to the four purposes of the TANF program (reference 45CFR260.20) which do not meet the federal definition of assistance. Nonrecurring short-term assistance addresses discrete crisis situations, which do not provide for needs extending beyond four months. These nonrecurring benefits and services may encompass more than one payment a year, as long as the payment provides short-term relief and addresses a discrete crisis situation rather than meeting ongoing recurrent needs. These benefits and services are consistent with the federal definition of **Non-assistance** as found in 45CFR260.31(b). The definition of **Non-assistance** includes:

1. Nonrecurring, short-term benefits that:
 - a. are designed to deal with specific crisis situation or episode of need:
 - b. are not intended to meet recurrent or ongoing needs: and
 - c. will not extend beyond four months:
2. Work subsidies (i.e.; payments to employers or third parties to help cover the costs of employer wages, benefits, supervision, and training);
3. Supportive services such as transportation provided to families who are employed or seeking employment;
4. Refundable earned income tax credits;
5. Contributions and distributions from, Individual Development Accounts (IDA);
6. Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income and support.

Assistance through the Delaware County Prevention, Retention, and Contingency Program is provided through the following categories:

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Employment Related Assistance
Family Preservation and Reunification
Financial Crisis
Help Me Grow
Youth Development Services
Kinship Care/Navigator
Wellness Block Grant

DEFINITIONS

As used for this program:

Assistance Group:

a.) PRC benefits and services are available to a family assistance group (AG) which includes a minor child or pregnant individual as defined in Sections 5108.01 and 5108.06 of the revised code. At a minimum, an eligible family must consist of a minor child who resides with a parent, caretaker-relative, legal guardian, or legal custodian who is legally obligated to support and care for the child (or consist of a pregnant individual). No family is eligible for PRC assistance unless the family includes a minor child who **resides** with the parent, caretaker relative, legal guardian, or legal custodian. PRC assistance may also be provided to a pregnant individual with no other minor children. The unborn child will be included in the AG and considered in determining financial eligibility if the mother is in the third trimester of pregnancy. A minor child may be connected to more than one assistance group receiving PRC depending upon the service provided **and** other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted an Assistance Group.

A child may be ~~temporarily absent~~ from the home in accordance with the time frames established in rule 5101:1-3-04 of the Ohio Administrative Code and still qualify for PRC. During the temporary period, **the child is considered to be residing with** the parent, caretaker, relative, legal guardian or legal custodian. An eligible family may also consist of a minor child residing with a parent, caretaker relative, legal guardian or legal custodian **and** other members of the household (who may or may not be related to the minor child) who may significantly enhance the family's ability to achieve economic self-sufficiency.

An assistance group must contain at least one adult (age eighteen or over) and at least one minor child (under age eighteen or under the age of nineteen and a full-time student in a secondary school or in the equivalent level of vocational technical training) who is the natural or adopted child of the adult or is a child for whom the adult has legal or kinship responsibility and who lives with the adult.

b.) **Employment-Related** PRC benefits and services are available to non-custodial parents who provide proof of compliance with child support orders. The child of the non-custodial parent must reside in Delaware County.

Assistance Group contribution means the amount of liquid resources of the adult in excess of \$200.00. Assistance Group contributions **pertain to contingency needs only.**

Budget Period means the thirty- (30) calendar day period immediately proceeding the date of application for PRC. The thirty-day budget period is considered when determining financial need. The date used to count back 30 days will be the date the application is date stamped into the agency.

Contingency services are cash payments or vouchers for an emergent need. An emergent need is a condition that threatens the health, safety, or decent living arrangements of an assistance group to the extent that it would prohibit the children from being cared for in their own home or inhibit job preparation, work and marriage. Examples would include utility assistance, shelter expenses, personal expense (clothing, hygiene items), home repair, appliances, furniture, household expenses (bedding vacuum cleaners, cleaning products), and disaster assistance. **An * helps identify contingency services under each category of assistance.**

Department means the Delaware County Department of Job and Family Services.

Date of Eligibility will be determined as the date the application is **date stamped as received into the agency. This date will be used as a denial date, continuing eligibility date, and budget period date. This date is not the voucher date. The voucher date is the actual date the voucher is written.**

Disaster Related Assistance:

Special disaster related funds can be accessed in situations where the Governor of the state of Ohio has designated the county as a disaster area or under a state of emergency. Referrals will come through and be coordinated with the American Red Cross of Delaware County. An AG must still contain a minor child as defined in the plan. An AG must first attempt to access their insurance prior to using the PRC Program. PRC can be used to cover insurance deductibles when other eligibility criteria are met. Disaster Related Assistance is available even if the AG has used the program maximum under the regular PRC program. The Income Eligibility Standard for Disaster Assistance is 200% of the Federal Poverty Guideline. The CDJFS may issue a one-time cash payment and/or services up to \$1,500 per family dwelling using the Disaster Relief funding.

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Eligible Service means the goods or services that may be provided through the particular category of PRC assistance as detailed below.

Financially Eligible means that the AGs combined income and liquid resources for the budget period are equal to or less than the Income Eligibility Standard applicable to the particular category of PRC, or the AG meets one of the other eligibility criteria stated in Appendix A.

Income means all earned and unearned income received by any adult member of the PRC Assistance Group during the budget period. Income shall be reduced by **child support, alimony, and child care payments**. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed ODHS 7341, Applicant/Recipient Authorization for Release of Information should be obtained from the applicant for an inquiry. **Once the release is received, verification which is obtained by phone, must contain clear documentation in the PRC AG record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification.** More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

Income Eligibility Standard means that percentage of the Federal Poverty Guideline against which the AGs combined income and liquid resources are compared for purposes of determining financial eligibility or ineligibility, or the means tested program which applies. Refer to Appendix A.

Respite care are services designed to provide temporary relief of child-rearing functions which includes services such as crisis nurseries, day treatment, protective day care, and volunteers or paid individuals who provide services within the home.

Residence means resident of Delaware County. Residence is also established by an applicant who is not receiving PRC assistance from another county and entered the county with a verified job in Delaware County.

Liquid Resources means cash, savings and any other asset that is **readily convertible** to cash

Means-Tested Eligibility means that an AG is eligible for PRC services based upon receipt of another means-tested form of assistance. These types of assistance include OWF Cash Assistance, Food Stamps, Medicaid, WIC, or are eligible for free/reduced lunches through the schools.

Period of Eligibility means the period of time **beginning with the date of authorization of eligibility** for PRC and ending after the number of days applicable to the particular category of PRC during which goods and services may be authorized by the department.

Time Limit means the amount of time that must elapse between periods of eligibility applicable to the particular category of PRC.

Ineligible Family AG-s:

Federal and State law must be adhered to when providing PRC benefits and services. List below are federal and state prohibitions based upon 42 U.S.C. 608, section 431 if PRWORA and the Ohio Revised Code;

1. No assistance for families without a minor child.
2. No assistance to a single individual, unless such individual is pregnant.
3. No benefits or services to an individual who is not a citizen of the United States or a qualified alien.
4. No assistance for families that fraudulently receive assistance under the OWF, Food Stamp, and PRC programs **until** full repayment occurs. Ref. 5101.83 of the ORC.
5. An individual who is a fugitive felon or a probation or parole violator.

6. For **contingency cases**, assistance groups that do not use their own income and resources to help meet their need or the family caused the emergent need to occur through some action or lack of action on their part. Example: Any presenting need brought on by refusing to accept or quitting a job with out good cause as defined in the Delaware County Workforce Development guidelines. PRC may not be issued if it can be shown through past history that the AG has planned and anticipated a presenting need on an annual basis. The assistance group must apply the Assistance Group contribution toward meeting the need.

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7. Assistance Groups who have received PRC assistance through the Delaware County PRC plan that was effective **beginning February 14, 2002 or who received PRC for Contingency needs through another Ohio county, during this time period**, will not be eligible until the time limit, as found in the PRC Plan in effect through the above dates, has expired for that category of assistance.

8. The Assistance Group must provide **verification of their ability to continue** to meet the emergent need for which they are requesting PRC assistance.

9. Assistance Groups receiving **Employment-Related PRC** that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

APPLICATION, ELIGIBILITY DETERMINATION, PAYMENT, AND NOTICE

Application for PRC shall be made by an adult member of the Assistance Group. The adult shall complete, sign, and date the applicable PRC Application form (Appendices B, C, and D). Verification of income and currently available liquid resources is required. Verification that the minor child meets the program definition may be required.

Eligibility for PRC will be determined **once a completed and signed PRC application is submitted to the Department and all required verifications are received**. Eligibility determinations shall be completed not later than ten business days from the date of application, if all required verifications are received. If required verifications are not received by the tenth business day from the date of application (unless a legitimate and unavoidable delay is experienced and communicated to the caseworker by the applicant) or the applicant has otherwise abandoned the application, the application will be denied. In cases where education and training is the goal, the date may be extended until all career assessments are complete.

Income Eligibility

All income that has been received by any adult member of the PRC Assistance Group during the thirty-day budget period and any liquid resources that are readily convertible to cash are considered when determining financial eligibility. This includes all earned and unearned income or liquid resources that are normally exempt or disregarded when determining eligibility for OWF Cash Assistance or Disability Assistance. Income shall be reduced by child support, alimony, and child care payments. Written verification of income, liquid resources, and payments used to reduce income are required. Alternatively, the caseworker may secure and document verbal verifications, if written verifications cannot be secured within time frames necessary to timely determination of eligibility as outlined in this program policy. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the:

Name and position of the supplier of the information

The date the verification was obtained

The amount of the verified income or expense

The name of the individual who obtained the verification. A current signed and dated application will act as the release of information when making collateral contacts.

The gross amount of the PRC AGs countable income and liquid resources is totaled and compared to the Financial Eligibility Standard for the assistance group size. If the total is equal to or less than the Financial Eligibility Standard, the Assistance Group is financially eligible. If the totaled amount is above the Financial Eligibility Standard, there is no financial eligibility for PRC. If the applicant meets another stated means test for a service or benefit, they are eligible for PRC.

Means-tested Eligibility

If the PRC Assistance Group receives any of the following means-tested benefits, they are eligible for PRC Assistance:

OWF Cash Assistance, Food Stamps, Medicaid, WIC, Free/Reduced Lunches.

If the Assistance Group is eligible, the caseworker will determine the amount of the Assistance Group Contribution for **Contingency** categories only. The Assistance Group must agree to apply the Assistance Group Contribution toward the need in order to be eligible for payment by the Department. Once eligibility for PRC is established and the eligible service(s) and cost(s) are identified, the caseworker will submit the completed application and verifications for supervisory review and approval. The amount paid by the Department shall reflect the Assistance Group Contribution when applicable. Upon supervisory approval, payment authorization forms are submitted to the Fiscal Department for payment. The Fiscal Department makes payment to the vendor within thirty calendar days of receipt of an approved payment authorization. **In no case is payment for PRC services made to a member of the Assistance Group.**

If it is determined that an application for PRC is approved, the Department shall mail or otherwise

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deliver the ODHS 4074, A Notice of Approval of Your Application for Assistance.@ If it is determined that an application for PRC is denied, the Department shall mail or otherwise deliver the ODHS 7334, A Notice of Denial of Your Application for Assistance.@

Necessary CRIS-E entries and documentation will be made by the caseworker at the time of authorization.

Allegations that persons have fraudulently misrepresented their income or resources for purposes of gaining eligibility for PRC will be investigated through the usual overpayment protocols of the Department. Overpayments for persons found to have, in fact, fraudulently misrepresented their income and resources will be pursued for collection by the Department.

HEARINGS

Assistance Groups whose PRC application has been denied or who have been found to have committed fraud and charged with an overpayment have the right to Department and State Hearings as detailed in the Public Assistance Manual.

INELIGIBLE SERVICES

Services available through the PRC program are detailed under each category of the program, below. In no case are medical expenses authorized, except for pre-pregnancy family planning services, pre-employment screening, and non-Medicaid covered services.

Assistance Groups must have received an approval letter and an approved voucher prior to receiving the services for which they are applying. Services that have already been provided will not be considered for PRC funding. This will not apply to applications for past due rent, mortgages, and utilities.

LIMITATIONS OF FUNDING: Services provided under the Prevention, Retention, Contingency Program will be based on availability of federal and state funds to cover the services.

No person(s) shall on the grounds of race, color, national origin, disability, age or religion, be excluded from participation or be denied benefits of, or be otherwise subjected to discrimination under any program, service or benefit authorized or provided by Delaware County Department of Job and Family Services.

CATEGORIES AND AMOUNTS OF ASSISTANCE

EMPLOYMENT RELATED ASSISTANCE

Employment related assistance is designed to assist individuals **to become employable, employed, or to retain employment.** This category of PRC is administered through the Delaware Workforce Development Unit of the Department, with financial eligibility or other means tested eligibility, as stated in Services or Benefits Chart, determined by the PRC worker.

Assistance Groups receiving Employment-Related PRC that without just cause terminate their employment or withdraw from training programs prior to completion shall have the full cost of their PRC assistance calculated as an overpayment and will not be eligible for further PRC assistance until that overpayment is paid in full.

Monetary Limit

Assistance through this category is limited to \$500.00 per 90 day period of eligiility within a 12 month period of eligibility or as stated in the Benefits and Services Chart. Additional funds available at the discretion of the Director or Assistant Director. If a change occurs during the time limit, eligibility must be redetermined. Maximum of 1 month car payment and 3 months worth of insurance. A PRC application for car repairs requires 2 estimates that have been prepared within 30 days of the PRC application. One estimate may be waived if the car is inoperable or needs towed in order to obtain an estimate. In situations where the cost of the repair exceeds the value of the car PRC will be denied. PRC will not make payment for unauthorized repairs. PRC will pay for prior approved services only.

Time Limit

An Assistance Group may re-apply for Employment Related Assistance after 3 months have elapsed since the end of a prior period of eligibility or within the guidelines as stated under the Service and Benefit Chart. **If changes occur within the 12 month period of eligibility, eligibility must be re-established prior to the provision of additional services.**

Financial Eligibility Standard

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185 % of the Federal Poverty Guideline or means tested programs as stated in Appendix A.

Available Services

The following services are available through Employment Related Assistance: This list is not all-inclusive. Refer to list of Services and Benefits Chart. If an individual receives assistance with automobile needs, they must prove possession of a drivers license, insurance, and ownership of the automobile.

If a person requests assistance with education/training they must complete an assessment and evaluation process following the Workforce Investment Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e.: require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).

Transportation (Employment Related Only)

Automobile repairs
Lease payments
Bus tickets
Cab fare
Gas vouchers
Car payment
Car insurance

Driver-s Education

Error! Bookmark not defined.

Car registration/Tags
Job Preparation services
Texts books and supplies

Employment Related Services

Necessary tools
Work Support Retention Services
Required safety equipment
Necessary/Required clothing
Telephone deposit
Short-term Training
Ergonomic equipment

Job Retention Services

School and certification fees
Diversion Benefit
Incentives

FAMILY PRESERVATION AND REUNIFICATION SERVICES

Family preservation and reunification services are administered through the Social Services division of the agency. They are designed to address:

- family crises that could lead to the removal of children from their homes
- the reunification of families following the removal of their children

Requirements

A requirement of eligibility for Family Preservation and Reunification Services is that the Assistance Group has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. The completion and submission of the Family Preservation and Reunification Services PRC application shall also be required. A self-declaration of income by the customer will be used to determine the income eligibility. TANF funds cannot be used for a foster child that has been removed from the home longer than 6 months. There must also be a reunification plan that states that the child/parent are working towards reunification within the 6 months.

Monetary Limit

Assistance through this category is limited to \$1000 per 6-month period of eligibility. If changes occur in the 6-month period, eligibility must be re- established. PRC will pay for prior approved services only.

Financial Eligibility Standard -

300% of the Federal Poverty Guideline or within the guidelines of Service and Benefit Chart. The Director or his designee may waive the Financial Eligibility Standard in other cases in this category.

Time Limit

An Assistance Group may re-apply for Family Preservation and Reunification Services after six months have elapsed since the expiration of a prior period of eligibility or within the guidelines of the Services and Benefits Chart. The Director or his designee may waive the time limit for Family Preservation and Reunification Services.

Available Services

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The following services are available through the Family Preservation and Reunification Services category: This list is not all-inclusive.

***Shelter costs:**

Heating fuel or utility deposits, including reconnect fees
Emergency housing
Home repairs
Security deposit
Cooking fuel, water, sewage payment

Rent, including late fees

Mortgage Payment, including late fees

***Other Household Costs:**

Furniture
Telephone installation
Household items
Necessary Clothing

Medical/Diagnostic Costs:

Non-Medicaid covered services (treatment, medical care, and pharmaceuticals)
Diagnostic Services

Family Services

Parent Education
Respite Care (see definitions)
Home Health Aide Services
Homemaker services
Mentorship services
Therapeutic counseling
Kinship Care
Unruly Youth
Juvenile Diversion
Case Management
Emergency Food
Transportation

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

**** Services that are covered by the Medicaid program cannot be provided. Note: whether or not the individual is Medicaid eligible is not the determinant. Even though the individual is not covered by Medicaid, services cannot be provided if they are covered by that program. The applicant will need to provide a statement from a Medicaid provider stating that the service requested is not a Medicaid-covered service.**

Note: Services provided through the category of Family Preservation and Reunification Services may be funded through TANF, Title IV-B, or local funds. Assistance Groups must be PRC eligible, that is, contain an adult and minor child and meet financial eligibility standards for the category, in order that TANF funds be used. The Department will, however, use its discretion in selecting funding sources for these cases. Cases that are not PRC eligible will be funded through IV-B or local dollars.

FINANCIAL CRISIS

Services to address financial crises are administered through the Family Unit and/or PRC worker. They are designed to address:

- financial crises resulting in an inability of the family to provide for basic needs that may lead to homelessness or otherwise threaten the well-being of their children or inhibit job preparation, work and marriage.

Requirements

Application for assistance because of financial crisis must be made by an adult family member. Application shall be made by the **completion and submission of the PRC Application.**

Monetary Limit

Assistance through this category is limited to one month's cost for emergency housing, mortgage payments, rent and security deposits up to \$500.00 per 90-day period of eligibility or as stated within the

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guidelines of the service or benefit. All other services through this category are limited to \$250.00 per 90-day period of eligibility or as stated within the guidelines of the service or benefit within a 12 month eligibility period. Additionally, a combined cap of \$500.00 should apply for the financial crisis category. (For example: Assistance of \$250.00 may be approved for utilities which would leave \$250.00 available for rent assistance for the 90-day eligibility period.) If a change occurs within the 90-day time period, eligibility must be re-established. PRC will pay either rent or deposit but not both.

Financial Eligibility Standard

150% of the Federal Poverty Guideline or as stated within the guidelines of the Service and Benefit Chart. **We will not pay late fees.** PRC will pay for prior approved services only.

Time Limits

An Assistance Group may re-apply for PRC Contingency needs due to a financial crisis after **twelve months have elapsed since the end of a prior period of eligibility or within the guidelines as stated under the Service and Benefit Chart. The Director or designee may waive time limits.**

Available Services

The following services are available through the Financial Crisis category: This list is not all-inclusive.

***Shelter costs:**

Emergency housing
Heating fuel or utility deposits, including reconnect fees
Mortgage payment
Rent
Security deposits
Cooking fuel, water, sewage payment
Home Repairs
Furniture

***Other Household Costs:**

Household items
Necessary clothing

Furniture

Medical/Diagnostic Costs - will not be used against PRC limit

Non-medical covered services (treatment, Medical care, and pharmaceuticals)
Diagnostic services

Family services- will not be used against PRC limit

Parenting Education
Respite Care
Home Health Aide Services
Homemaker Services
Mentorship services
Therapeutic counseling- Transition counseling
Basic Life Skill Training/advocacy- ABLE services

Applicants for rent assistance must have been issued an Order to vacate Premises or a letter from the landlord stating they must vacate the Premises. In the event that the applicant needs to relocate to utilize subsidized housing, a letter from the current landlord stating they will not accept subsidized housing will be required.

Services that are not covered by the Medicaid program can be provided. Note: Whether or not the individual is Medicaid eligible is not the determinant. Even though the individual is not covered by Medicaid, services cannot be provided if they are covered by that program. The applicant will need to provide a statement from a Medicaid provider stating that the service requested is not a Medicaid-covered service.

HELP ME GROW

The Help Me Grow Program is administered through the Family and Children First Council. Help Me Grow includes the Welcome Home visits for newborns, Early Start, and Early Intervention services. A self-declaration of income by the customer will be used by the Delaware County Department of Job and Family Services and/or the Help Me Grow Program to determine the income eligibility for TANF funding. Specifics of the program are included in the plan document as submitted and approved by the Ohio Department of Job and Family Services. Financial standard is 300% of poverty.

THE WELCOME HOME PROGRAM

The Welcome Home Program provides a supportive home visit to families bringing home a newborn child for

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the first time. The skilled visitor gives information about the health of the new mother and baby and makes referrals to additional services and community supports as needed. The visitor conducts developmental screening and assessment procedures for the child. Families are provided practical information about feeding, bathing, diapering, childhood illness, and child development. Families are provided information about how to introduce siblings to the new baby. The service promotes early literacy by discussing the importance of literacy skills and by providing baby's first book to the family. Financial standard is 300% of poverty.

EARLY START

The Early Start Expansion Program is administered by the Family and Children First Council. The program provides family focused casework activities through an intensive home visitation program. Casework activities will provide screening of child health and development, an individualized service plan, information and referral, and case management/service coordination. Program activities will also address family self-sufficiency through addressing the stresses of participating in work and education and training activities. Goals of the program will be to promote family stability and to support the parent's transition to employment.

The eligible population for Early Start Expansion will be families with children under the age of three and/or a pregnant woman who are income eligible up to 300% of poverty or who are receiving any other means-tested program as outlined in the means-tested definition. Refer also to the Services and Benefits Chart.

The application for Ohio Works First Cash Assistance or other means-tested applications will serve as the application for the Early Start Expansion. Eligibility for the PRC program will be determined by the Assistance Group as defined in the Services and Benefits Chart. Referrals will be made to the Early Start Coordinator by designated staff in the Delaware County Department of Job and Family Services. At the time of enrollment, families must be receiving Ohio Works First Cash Assistance, or be eligible for Early Start Expansion PRC. Families will be eligible for services until their youngest child turns three years of age. Ongoing eligibility for Early Start will be based on 300% of poverty or eligibility for a means-tested program as outlined in the means-tested definition.

Continued receipt of Early Start services does not preclude eligibility for other categories of PRC assistance. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

EARLY INTERVENTION SERVICES

The Early Intervention Program provides services to families with children birth to three where the child is diagnosed as having a developmental delay. It provides resources for screening and diagnostic assessment. It provides ongoing home visiting services that provides family support to assist families in coping with physical or cognitive needs of their children during the first three years of a child's life. Families are provided information and guidance about working with the child as well as therapeutic intervention. The child is provided specialized services to meet the child's specific needs and assures that the family has a primary service coordinator. Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

YOUTH DEVELOPMENT SERVICES

The Delaware County Department of Job and Family Services, through involvement in various community partnerships (ie. school systems, Big Brothers/Big sisters, Juvenile Court, JOG, Family and Children First Council, chambers of commerce) has identified a need for programming which will provide vulnerable at-risk-youth with an opportunity for positive development through various asset building experiences. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

Services are listed in the Service and Benefits Chart and are included in the Youth Development services.

RC Program Category: A Non-Assistance®

Services received under this section shall not count as an occurrence for PRC services subject to occurrence limits. These services are available A as needed® and do not have a cap.

Assistance Group:

To be eligible for services under this section, a participating youth must be a member of an Assistance Group®. The Assistance Group must contain a minor child. A pregnant woman meets the definition of Assistance Group. The Delaware County Department of Job and Family Services definition of Assistance Group shall be used and shall be expanded under this section to also include:

- Minor Child living with specified relatives (ORC 5107.01)
- Minor Child living with legal custodians/guardians (ORC 5107.02)
- Minor parent/head of household (ORC 5107.02)
- A pregnant minor

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Economically Needy Standard:
Families at 200% of poverty.

Eligible Youth:
An individual who has not attained age 18, or
An individual who has not attained age 19, and is a full-time student in a secondary school or in the
equivalent level of vocational, technical training or home school.
(ORC 5108.01)

KINSHIP CARE/NAVIGATOR

Kinship Care/ Navigator services are provided through the Department of Job and Family Services. Eligibility for services are determined by the Delaware County Department of Job and Family Services. The Kinship program provides information, referral and supportive services for relative caregivers, legal guardians or court-ordered legal custodians responsible for the day to day care of a minor child (not their biological child) residing with the caregiver. Kinship Navigator services include identification of kinship caregivers, assessing needs, facilitating access to services, information and referral to appropriate providers (i.e. legal services, child care services, respite care services, training, support groups and financial assistance). Financial standard is 300% of poverty. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

WELLNESS BLOCK GRANT

The Wellness Block Grant is administered through the Department of Job and Family Services through a contract with the Delaware Health District. The goal of the Wellness program is to prevent out-of-wedlock births among teens in Delaware County. Receipt of Early Start services will not count towards time limits attached to other categories of PRC assistance.

JUVENILE DIVERSION

The Juvenile Diversion Program is provided by the Juvenile Court. This program is designed to keep unruly children out of the Court system and at home. This is accomplished through such activities as school liaisons, a suspension alternative program, parent education, and a supportive group program for unruly girls. One goal of the Juvenile Diversion program is to prevent out-of-wedlock births among teens in Delaware County. Receipt of Juvenile Diversion services will not count toward time limits attached to other categories of PRC assistance.

DIRECT HOUSING

The Direct Housing Program is provided through the Salvation Army. The program seeks out available, affordable housing and assists homeless families with barriers in securing leases. Rent, deposit and applications fees may be provided. The financial standard for this program is 150% of poverty. Clients who are being served through this program and have received Financial Crisis assistance will have the time limit waived provided that they have not received PRC assistance for a 4-month period. If PRC is extended beyond four months it will be considered assistance and will count toward their 36-month eligibility for cash assistance.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-853

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES :

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

Supplemental Appropriation		Amount
22411601-5201	JFS Income Maintenance/Office Supplies	\$630.00
22411601-5250	JFS Income Maintenance/Minor Tools & Equip	\$18,767.00
22411601-5255	JFS Income Maintenance/Office Furniture	\$700.00
22411601-5260	JFS Income Maintenance/Inventories Tools & Equip	\$23,400.00
22411601-5301	JFS Income Maintenance/Professional Services	\$95,875.00
22411601-5305	JFS Income Maintenance/Training & Staff Develop.	\$1,140.00
22411601-5320	JFS Income Maintenance/Data Processing Services	\$108,915.00
22411601-5325	JFS Income Maintenance/Maintenance Contracts	\$26,533.60

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Transfer of Appropriation

From	To	
22311611-5801 Workforce Investment/Transfers	22311611-5201 Workforce Investment/Office Supplies	\$7,110.00
22311611-5801 Workforce Investment//Transfers	22311611-5208 Workforce Investment/Operating Supplies	\$7,200.00
22311611-5801 Workforce Investment/Transfers	22311611-5250 Workforce Investment/Minor Tools & Equipment	\$2,250.00
22311611-5801 Workforce Investment/Transfers	22311611-5255 Workforce Investment/Office Furniture	\$690.00
22311611-5801 Workforce Investment/Transfers	22311611-5260 Workforce Investment/Inventories Tools & Equip.	\$500.00
22311611-5801 Workforce Investment/Transfers	22311611-5313 Workforce Investment/Printing & Related Services	\$500.00
22311611-5801 Workforce Investment/Transfers	22311611-5315 Workforce Investment/Subscriptions & Publications	\$500.00
22311611-5801 Workforce Investment/Transfers	22311611-5348 Workforce Investment/Program Professional Serv.	\$81,250.00

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request and Vouchers:

Northwoods Consulting Partners	\$258,960.60
	\$ 17,000.00

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-854

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

After Receiving P.E. Registration, Eric Kletrovetz will move from an Assistant Sanitary Engineer 1 to an Assistant Sanitary Engineer 2; effective date June 20, 2005.

After Receiving P.E. Registration, Shawn Sellers will move from an Assistant Sanitary Engineer 1 to an Assistant Sanitary Engineer 2; effective date June 20, 2005.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-855

IN THE MATTER OF APPOINTING PAT FOOR AND AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE - MORROW COUNTY MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Delaware-Morrow County Mental Health and Recovery Services Board. Pat For will be appointed for a second four (4) year term beginning June 23, 2005 and ending June 22, 2009.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Pat Foor to the Delaware-Morrow County Mental Health and Recovery Board.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-856

SETTING DATE AND TIME FOR PUBLIC HEARING FOR IMPROVING AND WIDENING (I) LEWIS CENTER ROAD FROM A POINT COMMENCING APPROXIMATELY 400 FEET EAST OF ITS INTERSECTION WITH DUBOIS ROAD AND PROCEEDING WESTERLY TO ITS INTERSECTION WITH U. S. ROUTE 23 AND (II) U. S. ROUTE 23 FROM A POINT 700 FEET SOUTH OF ITS INTERSECTION WITH LEWIS CENTER ROAD AND PROCEEDING NORTHWESTERLY TO ITS INTERSECTION WITH ORANGEWICK DRIVE BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:

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

NOTICE OF PUBLIC HEARING
LEWIS CENTER ROAD/U.S. ROUTE 23 IMPROVEMENT

Interested persons are hereby notified that a hearing will be held at 9:30 o'clock, a.m., on July 11, 2005, at:

Delaware County Commissioners Office
101 North Sandusky Street
Delaware, Ohio

when and where objections to Lewis Center Road/U.S. Route 23 Improvement (the "Improvement") in Delaware County referred to in Resolution No. 05-777 adopted by the Board of County Commissioners of Delaware County on June 2, 2005, and described therein will be heard by that Board.

That Improvement consists of:

improving and widening (i) Lewis Center Road from a point commencing approximately 400 feet east of its intersection with DuBois Road and proceeding westerly to its intersection with U. S. Route 23 and (ii) U. S. Route 23 from a point 700 feet south of its intersection with Lewis Center Road and proceeding northwesterly to its intersection with Orangewick Drive by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances.

The Resolution determines that assessments for the Improvement will be levied against certain improved lots and parcels on property owned by Lewis Center Holdings, LLC and Lewis Center Investments, LLC abutting U.S. Route 23 near its intersection with Lewis Center Road as further described in the Resolution.

The detailed plans, together with specifications, an estimate of cost and tentative assessments for the Improvement, are on file in the office of the Clerk of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio, and are available for inspection therein.

Written objections to or endorsements of the Improvement, the character and termini thereof, the boundaries of the assessment district therefor or the tentative assessments for the same will be received by the Board and considered at the hearing.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-857

ACKNOWLEDGING RECEIPT OF PLAN AND SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS OLENTANGY CROSSINGS ASSESSMENT PROJECT:

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

INVITATION TO BID

Sealed proposals will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Tuesday, July 12, 2005, for furnishing all labor, materials and equipment necessary to complete the project known as Olentangy Crossings Assessment Project, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. There will be a non-refundable \$25.00 charge for the bid packet and plans. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

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Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 15, 2005.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked “SEALED BID FOR OLENTANGY CROSSINGS ASSESSMENT PROJECT”.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

Scope of Work
This project consists of median turn lanes, right turn lanes, and maintenance of traffic devices on U.S. 23 from Lewis Center Road to the proposed Olentangy Crossings intersection, as well as the traffic signal at Lewis Center Road. The project also includes turn lanes and roadway improvements on Lewis Center Road in the vicinity of U.S. 23.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-858
IN THE MATTER OF AMENDING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GLOBAL PROTECTIVE SERVICES FOR UNIFORMED SECURITY OFFICERS:

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

AGREEMENT

THE ORIGINAL AGREEMENT, entered into on the 9th day of May, 2005, by and between Delaware County, hereinafter referred to as the “Client”, and GLOBAL PROTECTIVE SERVICES, INC., an Ohio Corporation, hereinafter referred to as the “Contractor” shall be amended as provided herein. All other provisions of the Original Agreement will remain in full force and effect.

3. Payment for Services. The Contractor shall invoice the Client and the Client shall pay the Contractor at a rate of \$19.75 per hour for part-time security personnel and \$22.75 per hour for full-time security personnel.

11. Miscellaneous.

D. Notices. Any notice or other communication required or permitted by the terms of this Agreement shall be in writing and shall be effectively delivered for all purposes hereunder when personally delivered, sent by Federal Express or similar carrier, or sent by certified mail, return receipt requested, delivery or postage charges prepaid, addressed as follows:

To the Contractor:

Global Protective Services, Inc.
5455 Rings Road, Suite 100
Dublin, Ohio 43017
Attn: D. Scott Ehlers, President

D. Scott Ehlers

To the Client:

Delaware County Board of Commissioners
101 N. Sandusky St.
Delaware, Ohio 43015
Attn: Dave Cannon, County Administrator

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-859
IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR

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COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:15AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-860

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 12:25PM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners