

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 18, 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

9:30 AM PRESENTATION-OLD JAIL COMMITTEE

PUBLIC COMMENT

RESOLUTION NO. 05-955

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 14 , 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 July , 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-956

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0715 :

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 0715 and Purchase Orders and Vouchers as listed below:

<u>P.O.</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Ohio Hospital for Child & Adolescence		Residential Treatment	22511607-5342	\$ 5,000.00
Motorola		Countywide Radio Equip	40411410-5450	\$ 3,300,000.00
Increases				
Kindercare Neverland		Day Care	22411610-5348	\$ 10,590.00
Presbyterian Child Welfare		Residential Treatment	22511607-5342	\$ 37,128.00
Decrease				
Presbyterian Child Welfare		Residential Treatment	22511608-5342	\$ 9,628.00
Vouchers				
Liberty Twp Fire Dept.		June 2005 Runs	10011303-5345	\$ 5,776.00
		Second Quarter EMS		
City of Delaware		Runs	10011303-5345	\$ 113,300.07
Children’s World/10655 Sawmill		Day Care	22411610-5348	\$ 6,241.00
US Filter		Bioxide Chemicals	65211905-5290	\$ 27,436.50
AEP		Electric Service	65211905-533833802	\$ 37,061.83

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

RESOLUTION NO. 05 -957

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Leah Beswick, Marilyn Kinniard, Deidri Reichert, Melanie Layton, Candy Nelson, Jackie Miley, Janette Haag, Dodie Davenport, and Deb Osborne attend an Ohio Juvenile Court Clerks Seminar in Cleveland, Ohio July 27-29, 2005, at the cost of \$1,608.45.

Emergency Services is requesting that authorization be given to pay for Tom McKelvey Intermediate Update Training that took place on 4/30/05-5/01/05-5/14/05-5/15/05-5/20-05 -5/21/05 at Columbus State in the amount of \$130.00

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Juvenile Court is requesting that Judge Spicer attend the Ohio Judicial Conference Meeting in Dublin, Ohio on September 15-16 at a cost of \$268.00

Job and Family Services is requesting that Chad Richardson and Jackie Culbertson attend a TPOC training at Columbus on July 20, 2005.

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

RESOLUTION NO. 05-958

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JEFFREY MCNEALEY REQUESTING ANNEXATION OF 168.64 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Evans, seconded by Mr. Ward to acknowledge that on July 14, 2005, the Clerk to the Board of Commissioners received an annexation petition request to annex 168.64 acres from Berlin Township to the City of Delaware.

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

RESOLUTION NO. 05-959

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND CHILDREN’S COMPREHENSIVE SERVICES OF OHIO FOR CHILD PLACEMENT AND RELATED SERVICES :

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

This Contract is entered into by and between the Delaware County Department of Job and Family Services, a Title IV-E Agency, hereinafter AAgency@whose address is 140 N. Sandusky Street, Delaware, Ohio 43015, and Children’s Comprehensive Services of Ohio hereinafter AProvider@whose address is 1451 Lucas Road, Mansfield, Ohio 44903. This contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency.

RECITALS

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

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

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

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

ARTICLE I
DEFINITIONS GOVERNING THIS CONTRACT

The following definitions shall govern this Contract:

- A. IV-E Allowable Costs means those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.
- B. IV-E Unallowable Costs means those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.
- C. C.F.R. means Code of Federal Regulations.
- D. Administration Costs means those costs as specified in 45 C.F.R. 1356.60.
- E. Maintenance Costs means those costs as specified in 42 U.S. Code 675 (4) (A).
- F. Foster Home means a licensed private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care,

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supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of foster homes.

- G. Family foster home means a foster home that is not a specialized foster home.
- H. Specialized Foster Home means a medically fragile foster home or a treatment foster home.
 - (1) Medically Fragile Foster Home means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
 - (a) under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111. for long-term care services the children require a skilled level of care;
 - (b) the children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
 - (c) the children require the services of a registered nurse on a daily basis;
 - (d) the children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
 - (2) Treatment Foster Home means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
- I. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- J. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.
- K. Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.
- L. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- M. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

**ARTICLE II
SCOPE OF PLACEMENT SERVICES**

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

**ARTICLE III
CONTRACT TERM**

- A. This Contract is in effect from July 1, 2005 through June 30, 2006, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

**ARTICLE IV
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

- A. The maximum amount payable pursuant to this contract is \$220,000 and no cents (\$220,000. 00) for placement and related services. However, it is understood that the actual amount paid may be less, based upon services provided and reports received.
- B. Agency agrees to pay Provider on the basis of a daily per diem for the placement for each child as identified in each child's Individual Child Care Agreement. Changes in per diem rates require prior approval of the Agency. Agency may request a change in per diem. Requests from the Agency require a

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response within 15 days of written request. The per diem for placement shall include costs for clothing, allowances, incidentals, and transportation at a minimum. Provider shall disclose all services covered by the per diem.

- C. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.
- D. Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:
 - 1. Providers name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
 - 2. Billing date and the billing period;
 - 3. Name of child, date of birth of child;
 - 4. Admission date and discharge date, if available;
 - 5. Per diem reimbursement for the following categories:
 - A. Maintenance
 - B. Administration
 - Other Direct Services
 - Other costs - (any other cost the PCSA has agreed to participate in)

With the recent consensus to use historical cost rather than current cost, ODJFS will utilize the providers cost report to break out the providers cost per diem, and make this information available to both the PCSA and the provider. Therefore, the provider is not required to include the per diem cost on their monthly invoices.

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

**ARTICLE V
TERMINATION; BREACH AND DEFAULT**

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of such termination.
- B. Notwithstanding ARTICLE V, Section A, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers illegal conduct on the part of Provider involving the health, safety or welfare of the child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.
- C. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.
- D. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties=actions.
- E. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the cost incurred prior to receipt of notice of termination. The reimbursement will be calculated by the Agency based on the rate set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for cost incurred by the Provider subsequent to the date of receipt of notice of termination.
- F. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences,

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and the parties retain the right to exercise all remedies hereinabove mentioned.

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

**ARTICLE VI
PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties.
- B. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.
- C. Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the 15th day of each month to be submitted with the monthly invoice. The progress report will be based on the child's case plan and should include documentation of services provided to the child. Failure to submit the progress report along with the monthly invoice will result in a delay of payment, until such time that the Provider comes into compliance.
- D. Provider agrees that while Provider may have input into the development of the child's case plan, that and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that Agency is the final authority.
- E. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency.
- F. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists: (1) the child is absent without leave, (2) the child received emergency treatment from a medical professional, (3) the child is involved in a critical incident, (4) the child is a victim or perpetrator of an assault, (5) the child's medication has changed, (6) the child is suspended or expelled from school, (7) the filing of any law enforcement report involving the child or (8) when physical restraint is used/applied. The Provider will contact the Agency at the time of the incident by contacting the emergency contact for the Agency. The Provider will also provide a written incident report within 24 hours. The Agency reserves the right to move a child at risk without notice. The Agency will not be responsible for the per diem for that day of removal or beyond.
- G. Provider agrees to submit each child's assessment and treatment plans within thirty days of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment. Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator
- H. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
- I. Provider agrees that for each child who is being terminated from substitute care to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.
- J. Provider agrees to provide additional services as agreed to in the case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities, as provided in the Individual Child Care Agreement).
- K. Provider agrees to provide transportation to subsequent placements including those outside the Provider Network.
- L. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

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- M. Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with 24 hours of any change in the status of a foster home.
- N. Provider agrees to transfer copies of child records to the Agency within 48 hours of request.
- O. Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of provider and substitute care setting.

**ARTICLE VII
AGENCY RESPONSIBILITIES**

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

**ARTICLE VIII
PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
- H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- I. Provider certifies that it will provide a copy of its license(s) or an ODJFS letter extending a previous license, to the Agency prior to the signing of the contract.
- J. Provider certifies that it will seek to maintain its license, and that upon receipt of the renewal of its license or upon receipt of an ODJFS letter extending a previous license, a copy of the license will be provided to the Agency within five business days.
- K. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.

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- L. Provider certifies that it will not deny or delay services to eligible persons because of the persons race, color, religion, national origin, gender, orientation, disability or age.

**ARTICLE IX
RECORDS RETENTION REQUIREMENTS**

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

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

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

- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

**ARTICLE X
INDEPENDENT CONTRACTOR**

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

**ARTICLE XI
AUDITS**

- A. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. If through an audit of Providers cost report in accordance with Ohio Administrative Code rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.
- C. Agency and Provider acknowledge that the ODJFS has rescinded Ohio Administrative Code rule 5101:2-47-26.2. Therefore, Provider is not required to retain the services of an independent public accountant to audit its 2001 Title IV-E cost report. If in the future ODJFS promulgates a new audit rule, the Agency and Provider agree to amend the contract as necessary to ensure compliance with the new state rule(s).
- D. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in a financial penalty of 50% only for IV-E eligible children. This penalty is designed to

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off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.

- E. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:
- (1) Where applicable, Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations,
 - (2) Where applicable, Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
 - (3) Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government,
 - (4) Ohio Administrative Code rule 5101:2-47-11(C), Allowable and Unallowable Cost Guidelines,
 - (5) Ohio Administrative Code rule 5101:2-47-25 Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
 - (6) Ohio Administrative Code Section 5101:2-47-26, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the ODHS 02909 Residential Child Care Facility Cost Report and the ODHS 02910 Purchased Family Foster Care Cost Report.
 - (7) If reporting requirements are not addressed in either of the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

**ARTICLE XII
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

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

**ARTICLE XIII
AMENDMENTS**

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

**ARTICLE XIV
NOTICE**

- A. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency's Executive Director at Delaware County Department of Job and Family Services, at 140 N. Sandusky Street, Delaware, Ohio 43015.
- B. Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Corporate President at Children's Comprehensive Services of Ohio, PO Box 2226, Mansfield, Ohio 44903.

**ARTICLE XV
CONSTRUCTION**

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

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Further Be It Resolved, that the commissioners approve a purchase order as follows:

Children’s Comprehensive Services of Ohio			Line 1	22511607	\$ 73,200.00	
			Line 2	22511608	\$ 20,000.00	
Vote on Motion:	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-960

IN THE MATTER OF AMENDING RESOLUTION 05-34, APPROVING THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES REQUIRED TRAINING FOR 2005.

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

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

1. I hereby request authorization for:
Julie Apt, Kathy Butler, Lisa Cabot, Sarah Hoffer, Keith Matlack, Lori Powers, Patti Rayburn, Donna Bukovec, Craig Hill, John Reeves, Judy McCormick, Lee Hayes, Kathy Mason, Diana Bratton, Jena Dickman, Kelly Jervis, Marsha Coleman, Shelly Douce, Angie Steck, Tonya Bevard to attend, at the expense of Delaware County, training at various locations, primarily 855 W. Mound Street, Columbus for the period of 01/01/05 through 12/31/05.

(6 trainings x 20 staff x 80 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	3,360
Parking for <u>actual</u> cost	\$	200
Registration for <u>actual</u> cost (1 training x 20 staff x \$150.00)	\$	<u>3,000</u>
Approximate of total request	\$	6,560

Delete: Judy McCormick, Jena Dickman, Kelly Jervis, Tonya Bevard
Add: Bobbie Gause, Rosann Gingrich, Jennifer Palla Hamilton, Julie Bates

2. I hereby request authorization for:
Kathy Mason, Diana Bratton, Angie Steck to attend, at the expense of Delaware County, quarterly SIS meetings at various locations for the period of 01/01/05 through 12/31/05.

(4 meetings x 100 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	140
Parking for <u>actual</u> cost (4 meetings x \$10.00)	\$	40
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	180

Delete: Kathy Mason, Angie Steck
Add: Lee Hayes

3. I hereby request authorization for:
Judy McCormick, Donna Bukovec, Lee Hayes, Shelly Douce, Angie Steck to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, RAPS (risk assessment problem solving) meetings at Columbus, OH for the period of 01/01/05 through 12/31/2005.

(10 meetings x 60 miles x \$0.35)		
Mileage for personal automobile <u>actual</u> miles at \$. 35	\$	210
Parking for <u>actual</u> cost (10 meetings x \$10.00)	\$	100
Registration for <u>actual</u> cost		<u>-0-</u>
Approximate of total request	\$	310

Delete: Judy McCormick, Angie Steck
Add: Julie Bates, Rosann Gingrich

4. I hereby request authorization for:
Lee Hayes, Marsha Coleman, John Reeves, Mona Reilly, Shelly Douce, Kathy Butler to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH for the period of 01/01/05 through 12/31/05.

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(4 meetings x 60 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	84	
Parking for <u>actual</u> cost (11 meetings x \$10.00		\$	-0-
Registration for <u>actual</u> cost		\$	<u>-0-</u>
Approximate of total request	\$	84	

Delete: John Reeves
Add: Jennifer Palla Hamilton

5. I hereby request authorization for:
Joan Benner, Candy Kelley, Joyce Marquart, Mary Sedlacek, Margaret Shields, Larry Hager, Rhonda Leasure, Donna Eckman, Ceilia Vail, Perry Harper, Pam Pruett, Anne Tallent, Tammy Mannasmith, Wendi Reichardt, Sharon Aspery, Candace Cesa, Sharon Lloyd, Tracey Merrin, Tammy Gilliand, Jennifer Laird, Chad Richardson, Julie King, Fran Cook, Julie Marshall, Jody Scheff, Ambrosia Gamble, Julie Bates, Karol Hoyle, Rachel Skidmore, Kimberly Goelz to attend, at the expense of Delaware County, CRISE and TOPS training at Columbus State Community College and various locations in Ohio for the period of 01/01/05 through 12/31/05.

(4 staff x 18 days x 60 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	1512	
Parking for <u>actual</u> cost			120
Registration for <u>actual</u> cost			
			0-
Approximate of total request	\$	1632	

Delete: Joan Benner, Margaret Shields, Julie Bates
Add: Gina Alexander, Peg Watkins, Jill Wilcox, Julie Mays

12. I hereby request authorization for:
Mona Reilly, Angela Thomas, Marsha Coleman, Pam Pruett, Larry Hager to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, at various locations for the period of 01/01/05 through 12/31/05.

(44 meetings x 75 miles x \$0.35)			
Mileage for personal automobile <u>actual</u> miles at \$. <u>35</u>	\$	1,155	
Parking for <u>actual</u> cost (12 meetings x \$10)	\$	120	
Registration for <u>actual</u> cost			<u>600</u>
Approximate of total request	\$	1,875	

Increase Parking from \$120 to \$240
Increase Registration from \$600 to \$1,000
Total request from \$1,875 to \$2,395

Requested/Recommend by: Mona Reilly, Director, Delaware County Department of Job and Family Services

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

RESOLUTION NO. 05-961

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CHESHIRE WOODS SECTIONS 1, 2, 3, & 4; CHESHIRE WOODS OFFSITE AND THE PRESERVE AT SELDOM SEEN :

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Cheshire Woods Sections 1, 2, 3, & 4; Cheshire Woods Offsite and the Preserve at Seldom Seen for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO 05-962

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND K-O-K PRODUCTS FOR SODIUM HYPOCHLORITE SOLUTION

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

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Sodium Hypochlorite Solution

Recommended Bid to K-O-K for \$0.704 per lb.

Technical Specifications

Sodium Hypochlorite Solution		
% NaOCl by weight	12.5	
% NaOH by weight	0.3-1.5	
Fe ppm by weight		less than 5 ug/l
Specific gravity	1.21	
% available chlorine by weight	12.7	
% available chlorine by volume	15.5	

The material shall be free of any foreign element or compounds that may negatively affect the treatment plant operations or contaminate residuals for use in landfills or land application

AGREEMENT

1. The CONTRACTOR will furnish and deliver SODIUM HYPOCHLORITE FOR DELAWARE COUNTY, OHIO
2. The CONTRACTOR will furnish all of the services described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the term of the contract.
5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS

BID THIS AGREEMENT, MADE THIS 18th day of July, 2005, By and between The Delaware County Commissioners, hereinafter called “OWNER” and KOK PRODUCTS, doing business as (individual, partnership, or corporation) hereinafter called “CONTRACTOR”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter Mentioned:

- (C)
 - (D) Form of Noncollusion Affidavit
 - (E) Agreement
 - (F) Legal and Fiscal Officers
 - (G) NOTICE OF AWARD
 - (H) NOTICE TO PROCEED
 - (I) CHANGE ORDER
 - (J) General Conditions
 - (K) SPECIFICATIONS
 - (L) ADDENDA:
6. The OWNER will pay the CONTRACTOR monthly within 30 days after delivery and acceptance of the invoice.

In the event the OWNER or the CONTRACTOR desires to terminate this

AGREEMENT, it may be terminated upon 30 day written notice by the party desiring to terminate. The CONTRACTOR shall be paid for services performed up to the time of termination.

7. This agreement shall become effective on July 18, 2005 and remain in effect through July 17, 2007

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed
by their duly authorized officials, this Agreement in 1
(number of copies)
each of which shall be deemed an original on the date first above written.

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

RESOLUTION NO. 05-963

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN
KILLDEER MEADOWS, SECTION 2 :

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

Killdeer Meadows Section 2 1938 feet of 8 inch sewer 9 manholes

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

RESOLUTION NO. 05-964

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rhonda Griffith will be required to take 80 hours of leave without pay for the pay period of 0501015.

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

RESOLUTION NO. 05-965

IN THE MATTER OF APPROVING THE WORKER’S COMPENSATION SERVICE AGENCY AGREEMENT
WITH COMP MANAGEMENT, INC.:

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

Worker’s Compensation Service Agency Agreement

This Agreement is entered into as of July 18, 2005 between
COMP MANAGEMENT, INC. (CMI)
an Ohio corporation with a mailing address of P.O. Box 884, Dublin, Ohio 43017-0884
and Delaware County (the Client), Policy No. 32100001-0
with a mailing address of 10 Court Street, Floor 2, Delaware, OH 43015.

The Client has insured its employees for Workers’ Compensation coverage as demanded by any and all federal or
state statute(s).

The administrator of the plan(s) requires the services of an organization to process and analyze the claims
filed on behalf of its employees.

CMI administers and processes claims on behalf of employers subject to Workers’ Compensation
requirements within the Ohio statute(s).

The Client desires to have CMI administer, process and analyze the claims
submitted against its Workers’ Compensation risk, and CMI is agreeable to providing such services.

Statement of Agreement

Now, therefore, it is agreed as follows:

Appointment as Exclusive Authorized Representative.

CMI is hereby appointed as the Client's exclusive agent to receive, process, analyze and examine claims filed
against the Client's risk. The client hereby grants to CMI, on its behalf, the necessary authority to execute
action on any documents which may be required to carry out the obligations of this agreement. A copy of the
necessary "Letter of Authority" is attached hereto as Exhibit A. CMI shall use commercially reasonable efforts
to contact the client regarding matters which require a client decision. The commercially reasonable efforts

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will be determined within a memorandum of understanding developed as part of set-up procedures. However, if CMI is unable to do so, the client authorizes CMI to use its own discretion in determining the appropriate action on behalf of the client. The client agrees to hold CMI harmless concerning any actions taken in such circumstances.

Independent Contractor.

In performing services herein specified, CMI is acting as an independent contractor.

Services.

In administering and processing claims submitted under this plan, CMI shall provide the following services ("Standard Services" herein):

- 3.1 Upon request, survey the Client's operations and make recommendations to improve procedures relative to pre-employment verification, injury investigations, personnel training and claim processing policies as they relate to workers' compensation;
- 3.2 Upon request, provide the Client with an adequate supply of claim forms, which the Client shall distribute to employees and medical suppliers as necessary;
- 3.3 Upon receipt from Client of all claim applications, supporting documentation, and follow-up correspondence it receives pertaining to a claim filed against its risk, examine all such materials for accuracy, completeness, and eligibility, and forward correspondence to the appropriate agency for further processing;
- 3.4 Confer with the Client's designated representative(s) in those cases where a dispute occurs, and, when appropriate, contact the claimant, medical provider(s), and/or state agency;
- 3.5 Review all lost time claims to determine if all awards and reserves are made within the rules and regulations of the governing Workers' Compensation program, and request corrections in those cases where overpayments or incorrect reserves have been established, but only to the extent that such errors, when corrected, will result in rate changes and/or refunds;
- 3.6 Review all claims to determine if "handicap refund", "second injury fund", or other cost relief is due the Client resulting from a pre-existing condition or injury,
- 3.7 Maintain, within its offices, such records as are necessary to verify the Client's assigned rate(s), including, but not limited to data processing files, individual claim records, payroll records, actuarial records, and manual assignments; and
- 3.8 Report to the Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions, as deemed necessary.
- 3.9 Records accumulated and maintained by CMI during the period of this Agreement shall be the property of CMI. Upon termination of this Agreement, and all terms herein, said records will be the property of the Client. Client will have full access to all records accumulated and maintained by CMI during the period of this agreement.
- 3.10 Make contact to discuss the Client's position on the issue(s) in disputed claims, when appropriate. Additional investigation and supporting documentation may be requested at this time.
- 3.11 Upon notification of a scheduled administrative hearing, arrange for a qualified representative to attend on behalf of the Client as permitted by law, or notify the Client that representation is not deemed necessary;
- 3.12 Upon notification of a scheduled administrative hearing, contact the Client and arrange for witness attendance, as necessary;
- 3.13 Notify the Client when a claimant has exceeded the normal period of recovery for a particular type of injury or disease, and recommend appropriate action;
- 3.14 Upon authorization by the Client, arrange for an employer or independent medical examination of claimant(s). The cost of such examination shall be the responsibility of the Client.
- 3.15 Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. Any cost relating to such intervention must be pre-authorized by the Client, and shall be the Client's responsibility.
- 3.16 Upon request, meet annually with the Client to review and discuss the past, current, and future Workers' Compensation rate assignments, and all relevant account activity.

Reports

For the purpose of continued Client awareness of the status of individual claims and the overall condition of the risk, the following forms of reporting shall be provided:

- 4.1 Upon request, periodic visits shall be made to the Client's offices by CMI staff to discuss individual claims, processing requirements, suggested amendments of the Client's internal program, and other topics as requested by the Client.
- 4.2 Upon request of the Client, CMI shall provide special reports pertaining to individual claims.
- 4.3 Upon request, CMI shall provide the Client with reports concerning the feasibility of self-insurance versus current method of funding.
- 4.4 CMI shall provide, on an annual basis, a report summarizing those claims affecting the current Workers' Compensation rating period.

Loss Prevention.

For the purpose of initial and continuing improvement in the cost effectiveness of the Client's Workers'

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Compensation plan, the following services are offered:

- 5.1 Upon request, CMI shall review the Client's internal procedures to evaluate accident control requirements, and recommend appropriate changes to enhance the current safety program.
- 5.2 Upon request, CMI shall assist in the development of a consistent program to insure the quality control aspects of medical treatment for the injured employee, and to insure the full disclosure of medical facts for the determination of compensability.
- 5.3 CMI shall provide verbal consultation with respect to Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to Workers' Compensation in order to assist the Client in the reduction of work-related injuries and diseases.

Term

This Agreement shall be effective from the **1st** day of **July, 2005** to the **1st** day of **July, 2006**.

Payment for Services

- 7.1 The Client shall pay for Services, Additional Services, Reports and Loss Prevention an annual fee of **\$11,200**, payable in **2 (two)** installment(s).
- 7.2 The Client shall pay all invoices (charges billed in advance) within thirty (30) days of receipt of such invoice.

Non-Standard Services

Non-standard services shall include any service not described above. Non-standard services may be requested by the Client, and CMI shall promptly thereafter advise whether or not CMI is able and desirous of providing such service and the fee required therefor.

Confidentiality/Non-Solicitation

- 9.1 All statistical, financial and personnel data relating to the Client and any of its employees provided to CMI by the Client, or any employee thereof, pursuant to this Agreement is confidential, and CMI and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder.
- 9.2 The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law.

Waiver

The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.

Penalties

All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.

Notices

All notices and communications hereunder shall be addressed to the Client and CMI at their current respective addresses, or to such other addresses as either party may instruct in writing.

Practice of Law.

CMI shall not provide any services to the Client which may be construed as the practice of law.

Applicable Law and Binding Effect.

This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. The Client may not assign this Agreement without the prior written consent of CMI. The parties to this Agreement hereby designate the Court of Common Pleas of Delaware County, Ohio, as a court of proper jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Delaware County, Ohio.

Miscellaneous.

The Client acknowledges and agrees that no representations or warranties were made by CMI to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. The Sponsoring Organization and the other Participating Members shall be deemed to be third party

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beneficiaries of this Agreement, and as such, the Sponsoring Organization and the other Participating Members shall have all rights and benefits accruing to them as set forth in this Agreement. Except as set forth in the preceding sentence, nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.

Entire Agreement.

This Agreement, including the Attached Exhibit(s) if any, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement. There are not other agreements or understandings between the parties, express or implied, written or oral, that are not reduced to writing herein.

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

RESOLUTION NO. 05-966

IN THE MATTER OF EXECUTING A RENEWAL AGREEMENT WITH THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC) FOR PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN:

It was moved by Mr. Evans, seconded by Mr. Ward to execute the renewal agreement:

Whereas, The Board of Commissioners of Delaware County has participated in the County Commissioners Association of Ohio Workers Compensation Group Rating Plan since 1994, and

Whereas, Delaware County has realized significant savings annually, and estimates savings of \$90,109 in plan year 2006,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a renewal agreement with the County Commissioners Association of Ohio Service Corporation for participation in the County Commissioners Association Of Ohio Workers Compensation Group Rating Plan for plan year 2006.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of July 1, 2054, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and the DELAWARE COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO group rating plan are herein established.

A participating employer is hereafter referred to individually as a "Participant". Participating employers are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Worker's Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 West Broad Street, Suite 650, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

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- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group is substantially similar such that the policies which are grouped are substantially homogeneous.
- (4) The aggregate workers' compensation premiums of Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.

2. The Participant represents and warrants as follows:

- (1) It is a member in good standing of the County Commissioners' Association of Ohio.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) That its 2004 calendar year payroll does not exceed \$55,000,000. Counties with a 2004 calendar year payroll of \$55,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount shall be established annually by the CCAO Workers' Compensation Group Rating Plan.
- (5) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

3. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

4. The Participant shall:

- (1) join and participate in the CCAO Group Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

Additionally, the participant recognizes that the inclusion of Group members with a penalty modification detrimentally affects the group rate. Each year, CCAOSC, in cooperation with the administrator, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan participant is not eligible for any subsequent year Group plan and not renew said Participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such Participants, including the formation of a "Premium Discount Pool".

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS

Effective for the policy year commencing January 1, 1998, CCAOSC created a Premium Discount Pool. Prior year Participants projected to be in a penalty rating **must participate** in the CCAOSC Premium Discount Pool in order to remain in the Group Rating Plan. CCAOSC Premium Discount Pool Participants are required to implement the **CCAO 10 Step Safety Plan for County Government**, and must submit an annual progress report to CCAOSC. However, enrollment in the Bureau of Workers' Compensation's Premium Discount Program (PDP) shall be at the discretion of the Participant. To enroll in the BWC's PDP, the Participant shall complete and submit directly to the BWC a "UA-5 Application For Premium Discount Program", and shall meet all

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requirements of the Bureau of Workers' Compensation for continued participation in the PDP.

The savings for Participants in the Premium Discount Pool shall be determined as follows: A savings calculation will be made as if all Premium Discount Pool members had been included in the Group as filed with the OBWC, without deducting any discounts from the BWC's PDP program. Premium Discount Pool Participants will receive the difference between a 10% reduction to their individual premium rate and the amount calculated as if the Participant was included in the Group program filed with the OBWC.

A penalty rated Participant who became penalty rated prior to January 1, 2002 will be eligible to participate in the Premium Discount Pool for a total of four years within a seven year period, during which they remain penalty rated or otherwise ineligible for Group membership. A penalty rated Participant who became penalty rated after January 1, 2002, may remain in the Premium Discount Pool for not more than three years within a five year period during which they remain penalty rated or otherwise ineligible for Group membership. A participant who is predicted to be penalty rated and is therefore removed from the Group and placed in the Premium Discount Pool, but their actual premium rate comes in as a credit ratio, will not have that year counted toward their maximum years of Premium Discount Pool eligibility.

Section VIII: RATE CONTRIBUTION AND REBATES

The participant understands that the group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual group rate will vary depending upon multiple factors. The participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for participants in the Premium Discount Pool (Section VII of this agreement). The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation and collect contributions from and pay rebates to the Group's various Participants. The Participants determined to be eligible for the group filing shall receive the share of the group savings which shall be equal to the total savings of all group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating Group members.

Premium Discount Pool participants shall receive the difference between a 10% reduction in their individual premium rate the amount determined as if the Participant was included in the group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the participants were included in the group filing.

CCAOSC shall bill any rate contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of the payroll report submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. In the event of a delinquency, interest at a rate equal to the prime interest rate on the date of delinquency as charged by the bank in which CCAOSC Workers' Compensation Group Rating Plan funds are held may be added to the amount due and owing.

All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt of all contributions due from individual Participants.

Section IX: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

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In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section X: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, which is attached hereto as Exhibit A. In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section XI: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

Section XII: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected by the participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member. or the ensuing year by the Participants. No Participant shall have more than one member of the Group

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section IX hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be delegated to it from time to time by the Group.

Section XIII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2006 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently the last business day in August of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIV: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing, and to remain eligible for Group membership, a participant must be current in all financial obligations to the Group, and shall provide to CCAOSC annually, prior to the OBWC group rating deadline: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC.

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Section XV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO’s property/casualty insurance pools.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that Group rate setting is solely the function of the OBWC. It is understood that such considerations as the “TM Calculation”, “Credibility Factor”, and “Loss Value Limitation”, shall be assigned by OBWC at the group, rather than the individual, level.

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

RESOLUTION NO. 05-967

IN THE MATTER OF APPROVING A CLASSIFIED ADVERTISING AGREEMENT WITH THE COLUMBUS DISPATCH FOR CLASSIFIED ADVERTISEMENTS:

It was moved by Mr. Ward , seconded by Mr. Evans to approve a classified advertising agreement with The Columbus Dispatch for classified advertisements.

(A copy of the agreement is available in the Commissioners office until no longer of administrative value.)

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

RESOLUTION NO. 05-968

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE EDUCATIONAL SERVICE CENTER:

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

Supplemental Appropriation		Amount
20911112-5335	Educational Service Center/Rent	\$321.00

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

RESOLUTION NO. 05-969

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND AUTHORIZING THE CONTRACT FOR CONSTRUCTION OF THE OLENTANGY CROSSING ASSESSMENT PROJECT TO DOUBLE Z CONSTRUCTION:

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

Whereas, Delaware County went out to bid and bids were taken on July 12, 2005, and

Whereas, after the Delaware County Engineer carefully reviewed the bids received, the bid submitted by Double Z Construction Company was determined to be lowest and best ;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Double Z Construction Company

Further Be it Resolved that the following contract with Double Z Construction Company be approved .

CONTRACT

AGREEMENT, made and entered into this 18th day of July , 2005 by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and DOUBLE Z CONSTRUCTION COMPANY, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of ONE MILLION NINE HUNDRED SEVENTY TWO THOUSAND FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,972,059.75), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to

NAME OF PROJECT: PERRY – TAGGART SANITARY SEWER IMPROVEMENTS – CONTRACT

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OWNER: DELAWARE COUNTY COMMISSIONERS

CONTRACTOR: TRUCCO CONSTRUCTION CO. INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- Deduct DCSE 921 - Tunnel C Station 94+50 to 91+87
- Deduct DCSE 921 - Tunnel D Station 119+68 to 123+24*
- Deduct DCSE 921 – Tunnel J Station 0+31 to 4+09*
- Deduct DCSE 920 – Jacking Shaft for Tunnel J*
- Deduct DCSE 920 – Receiving Shaft for Tunnel J*

Change to Contract Time:

The Contract Time will be (increased/decreased) by zero (0) calendar days.

The date for completion of all work will be July 8, 2006 (date).

Approvals Required:

To be effective this Order must be approved as require by the General Conditions of the Contract Documents.

Requested by: Delaware County Sanitary Engineer

Recommended by: Delaware County Sanitary Engineer

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners