

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 20, 2011

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

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-637

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 16, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 16, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-638

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0617:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0617 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Increase					
Public Defender Attorney’s		Services Public Defender	10011202-5301	\$500,000.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Li
R1104763	HILLS BLACKTOP INC	ASPHALT REPAIR BMV US	40111402 - 5328	\$25,000.00	0001
		RT 23 NO			

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-639

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NELSON FARMS SECTION 1, PHASE A, PART 2:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to release bonds and letters of credit and accept roads within the following:

Nelson Farms Section 1, Phase A, Part 2

Please be advised we have reviewed the roadway construction of the road within the referenced subdivision and find it to be constructed in accordance with the approved plans. Therefore, it is my recommendation that the roadway within the referenced subdivision be accepted into the public system and that the **Liberty Township Trustees** be notified of your action.

The roadway to be accepted is as follows:

? An addition of 0.13 mile to **Township Road Number 1606, Slate Run Drive**

We also recommend that 25 mile per hour speed limits be established throughout the project.

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We also request approval to return the Bond being held as maintenance surety to the developer, Nelson Farms Associates, LLC. Respectfully submitted, Chris Bauserman, P.E., P.S. Delaware County Engineer

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-640

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT MODIFICATION #1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EVANS, MECHWART, HAMBLETON & TILTON (EMH&T) FOR THE PROJECT KNOWN AS DEL-CR30 SUNBURY ROAD OVER BIG WALNUT CREEK FINAL DESIGN:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas the County Engineer recommends approval of Contract Modification #1 with Evans, Mechwart, Hamblton & Tilton (EMH&T) for Contract Modification #1 for the project known as DEL-CR30 Sunbury Road over Big Walnut Creek Final Design;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Evans, Mechwart, Hambleton & Tilton (EMH&T) for Contract Modification #1 for the DEL-CR30 Sunbury Road over Big Walnut Creek Final Design as follows:

**PROFESSIONAL SERVICES CONTRACT
DEL-CR30 SUNBURY ROAD OVER BIG WALNUT CREEK
FINAL DESIGN (MODIFICATION #1)**

Section 1 – Parties to the Agreement

Original agreement made and entered into on the 3rd day of May, 2009 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T), 5500 New Albany Road, Columbus, Ohio 43054 ("Consultant"), hereby modified in its entirety this 20th day of June, 2011

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated May 20, 2011, and Price Proposal revised June 8, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. Total compensation under this agreement is increased to an amount not to exceed **Two Hundred Eighty Eight Thousand One Hundred Sixty Dollars (\$288,160)**. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than July 1, 2012. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in

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writing with the mutual consent and agreement of the parties.

- 13.3 Governing Law: 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.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

Vote On Motion

Mr. Thompson Aye

Mr. O'Brien

Aye

Mr. Stapleton

Aye

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RESOLUTION NO. 11-641

IN THE MATTER OF APPROPRIATING THE FY 2009 CITIZEN CORPS PROGRAM (CCP) GRANT FOR
CITIZEN RESPONSE AND MANAGEMENT CAPABILITIES:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adopt the following Resolution:

WHEREAS, the Ohio Emergency Management Agency offered a competitive grant for FY09 CCP, the Delaware County Office of Homeland Security and Emergency Management was awarded \$7,000.00, and;

WHEREAS, this grant has no match, and;

WHEREAS, the grant would improve citizen response during emergencies and disasters, and;

WHEREAS, this grant has been approved by the Delaware County Office of Homeland Security and Emergency Management Executive Committee;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the renaming of Org Key 21581305 named "FY09 CCP" and approve the following supplemental appropriation,

Supplemental Appropriation						
21581305-5001	FY 09 CCP/Compensation	\$		5,848.50		
21581305-5120	FY 09 CCP/PERS	\$		980.00		
21581305-5131	FY 09 CCP/Medicare	\$		101.50		
21581305-5102	FY 09 CCP/Workers Comp	\$		70.00		
Vote On Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 11-642

IN THE MATTER OF APPROVING THE TRANSFER OF APPROPRIATIONS IN THE STATE HOMELAND
SECURITY GRANT PROGRAMS (SHSGP) AND CITIZEN CORPS PROGRAM GRANT (CCPG):

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners approved the appropriation of the Org Key 21581304 FY09 SHSGP, 21581307 FY08 SHSGP, and 21581308 FY08 CCPG;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the following transfers of appropriations:

Transfer of Appropriation						
From	To					
21581304-5215	21581304-5450					
FY 09SHSGP/Program Services	FY 09 SHSGP/Machinery & Equipment	\$		11,077.55		
21581307-5215	21581307-5450					
FY 08 SHSGP/Program Services	FY 08 SHSGP/Machinery & Equipment	\$		929.63		
21581308-5001	21581308-5250					
FY 08 CCPG/Compensation	FY09 CCPG/Minor Tools	\$		278.75		
21581308-5120	21581308-5250					
FY 08 CCPG/PERS	FY 09 CCPG/Minor Tools	\$		45.85		
Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye

RESOLUTION NO. 11-643

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR AN EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG COURT DOCKET IN 2012:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # 2011-JG-C01-T13097
Source: Ohio Office of Criminal Justice Services

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Grant Period: January 1, 2012 – December 31, 2012

State Grant Amount: \$ 52,500.00
Local Match: \$ 17,500.00
Total Grant Amount: \$ 70,000.00

The Grant would allow Common Pleas Court to implement a specialized docket to address the significant influx in opiate abuse as well as other illegal drugs. The grant would allow for intensive supervision, bi-weekly court hearings and greater access to treatment. Effectively run specialized dockets has been shown to reduce recidivism and reduce costs to the public.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-644

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION AN EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT FOR A PRETRIAL SUPERVISION GRANT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # 2011-JG-C01-T13075
Source: Ohio Office of Criminal Justice Services
Grant Period: January 1, 2012 – December 31, 2012

State Grant Request Amount: \$ 32,750.00
Local Match: \$ 10,250.00
Total Grant Amount: \$ 41,000.00

The grant enables Adult Court Services (ACS) to divert offenders from the Delaware County Jail. Offenders are ordered to be supervised by ACS as a condition of their bond. Supervision can include house arrest with GPS, drug testing, curfew, monitoring contact with victims and referrals to substance abuse agencies, mental health counseling as well as other social service agencies.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-645

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION AN EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT FOR A MENTAL HEALTH DOCKET GRANT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # 2011-JG-C01-T13095
Source: Ohio Office of Criminal Justice Services
Grant Period: January 1, 2012 – December 31, 2012

State Grant Request Amount: \$ 44,999.99
Local County Match: \$ 7,500.00
Local City Match: \$ 7,500.00
Total Grant Amount: \$ 60,000.00

The grant funds a probation officer that supervises misdemeanors and felons at an intense level who are suffering from mental illness. Offenders placed on the docket meet with the judge every two weeks initially. A treatment team works closely with the judges and offender to ensure the correct services are provided. This grant is collaboration with Delaware Municipal Court in an effort to reduce the jail population and reduce recidivism.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-646

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF THE 2011-2012 CASA VOCA/SVAA GRANT
APPLICATION TO THE STATE OF OHIO OFFICE OF THE ATTORNEY GENERAL:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # 2011VACHAE 474
Grant # 2011 SACHAE474
Source: Ohio Attorney General Office

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Grant Period: 10-1-11 thru 9-30-12

Grant Amount:	VOCA	\$ 30,233.35
	SVAA	\$ 2,456.23
Local Match:		\$ 10,077.78
Total Project:		\$ 42,767.36

This grant provides funding for the CASA Executive Director position, one desk top computer, and a CASA case specific software package.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-647

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF THE 2011-2012 VICTIMS VOCA/SVAA
GRANT APPLICATION TO THE STATE OF OHIO OFFICE OF THE ATTORNEY GENERAL:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # 2011VADSCE 035
Grant # 2011 SADSCE035
Source : Ohio Attorney general Office

Grant period 10-1-11 thru 9-30-12

Grant Amount:	VOCA	\$ 39,794.85
	SVAA	\$ 23,123.20
Local Match:		\$ 13,214.95
Total Project:		\$ 76,133.00

This grant provides funding for the Victims coordinator, one case manager, and the purchase of a new desk top computer.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-648

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE WOMEN'S
FUND OF CENTRAL OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Grant # Letter of intent cycle 2012
Source: The Women's Fund of Central Ohio

Grant period: 1-1-12 thru 12-31-12

Grant Amount:	\$20,000.00
Local Match	0
Total	\$20,000.00

This grant would provide additional funds to support the MOMS program.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-649

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE
COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR
AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

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WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Division of Environmental Services to expend county monies for the purchase of six new vehicles; and

WHEREAS; the Board of County Commissioners will, through this resolution, legally appropriate monies from the proper funds for the acquisition of vehicles.

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

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase six new vehicles for use by the Regional Sewer District.

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the motor vehicles required are for replacement of the current vehicles.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and models of such vehicles are as follows:

1. One Ford Escape with 4 wheel drive for a total of \$17,877.50
2. Two Ford F-150 extended cab with 4 wheel drive for \$21,730.12 each, for a total of \$43,460.24
3. One Ford F-250 supercab with 4 wheel drive and a utility body for a total of \$30,854.24
4. One Ford F-250 supercab with 4 wheel drive, utility body and snow plow for a total of \$33,554.95
5. One Ford F-150 extended cab with 4 wheel drive and safety lights for a total of \$24,132.50

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS900411, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 5. The Board of County Commissioners does hereby approve a purchase order request for a total of \$17,877.50 to Statewide Ford Lincoln Mercury in Van Wert, Ohio for one Ford Escape from 66611904 – 5450.

Section 6. The Board of County Commissioners does hereby approve a purchase order request for a total of \$67,592.74 to Middletown Ford, Inc. in Middletown, Ohio for three Ford F-150's with \$24,132.50 being from 66211902 – 5450, \$10,865.06 being from 66611903 – 5450 and \$32,595.18 being from 66611904 – 5450.

Section 7. The Board of County Commissioners does hereby approve a purchase order request for a total of \$64,409.19 to Valley Ford in Cleveland, Ohio for two Ford F-250's with \$21,986.12 being from 66611903 – 5450, \$22,423.07 being from 66611904 – 5450, \$10,000 being from 66611906 – 5450 and \$10,000 being from 66611907 – 5450.

Section 8. This Resolution shall take immediate effect upon passage.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-650

IN THE MATTER OF APPROVING A CONTRACT FOR THE PURCHASE OF LITTER COLLECTION CREWS BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND JUVENILE COURT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

**CONTRACT FOR THE PURCHASE OF
LITTER COLLECTION CREWS
BETWEEN THE
BOARD OF HEALTH OF THE
DELAWARE GENERAL HEALTH DISTRICT
AND
JUVENILE COURT**

This Contract is entered into this 20th day of June, 2011 by and between the Board of Health of the Delaware General Health District (hereinafter, "DGHD"), whose address is 1 West Winter Street, Delaware, Ohio 43015 and Juvenile Court (hereinafter, "Court") whose address is 140 North Sandusky Street, Delaware, Ohio 43015 and the Board of County Commissioners of Delaware County, Ohio (hereinafter "Board") (hereinafter individually "Party," collectively, "Parties").

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PRELIMINARY STATEMENTS

WHEREAS, DGHD is in need of supervised juvenile crew to provide seasonal lifter collection within the Delaware General Health District (hereinafter "Health District")

WHEREAS, the Court is willing to provide such services;

WHEREAS, the Court is qualified and willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is for Juvenile Court to provide supervised juvenile crew to pick up lifter in public areas within Health District. (hereinafter collectively "Services").

2. TERM:

This Agreement shall be effective June 20, 2011 through October 31, 2011.

3. RENEWAL:

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties,

4. SCOPE OF SERVICES/DELIVERABLES:

The Contractor shall provide Services to the DGHD as follows:

A. One Hundred (100) hours of Services shall be rendered during the term of this Agreement.

B. The Services shall be rendered upon the request of the Board or its duly appointed representative.

C. The Services shall be rendered at locations mutually determined and agreed upon by the Court and the Board or its duly appointed representative.

D. The Services shall only be rendered within the geographical boundaries of the Health District.

E. The Court shall provide supervision for the juvenile crew in the form of a supervisor(s). At a minimum, any and all such supervisor(s) shall meet all of the following requirements:

- i. The supervisor(s) shall be at least of Twenty-One (21) years old,
- ii. The supervisor(s) shall possess a current and valid Ohio driver's license,
- iii. The supervisor(s) shall have a safe driving record verified by a driver's license check,
- iv. The supervisor(s) shall provide proof of current and valid motor vehicle insurance,
- v. The supervisor(s) shall pass a background check investigation performed in accordance with the law and this Agreement.

F. At all times while the Services are being performed, the juvenile crew will be staffed by at least one (1) supervisor.

G. While the Services are being performed and while under the supervision of the Court for the purpose of performing the Services, the Court shall conform to and exercise good youth supervision practices. The Court shall exercise reasonable care in the supervision of and assume the responsibility for the safety and well being of those individuals assigned to perform the Services.

H. So long as approved by the Board, litter collection bags to be used for the Services will be provided by the Board.

I. The Court shall provide for the safe transportation of the lifter collection crew.

J. Unless otherwise provided in this Agreement, all equipment and supplies need to perform the Services, such as safety equipment and vehicle(s) shall be provided by the Court.

K. Unless otherwise provided for by this Agreement, any and all expenses related to the provision of the Services shall be the responsibility of the Court.

L. The Court, when requested by the Board or its authorized representative, shall participate in staff meetings and discussions with Board personnel and staff for the purpose of planning and evaluating the progress of the Services.

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M. The Court shall prepare and compile all records and reports relating to the Services as required by the Board. The Contractor shall forward all such records and reports to the Board or its designated representative by the 7th day of the reporting month of November 2011. The Board shall incorporate the records and reports into its lifter records.

N. In addition to that which is provided in this Agreement, in implementing and providing the Services, the Court shall conform and act in accordance with all applicable Delaware County, Board and Court policies and procedures, including, but not limited to, personnel qualifications and necessary background checks.

O. The Services shall be rendered in accordance with all federal, state, and local laws.

5. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

The DGHD shall reimburse the Court as follows:

In exchange for providing the Services, the Board shall pay to the Court a total of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00). Such amount shall be paid by the Board to the Court in two (2) installments. The first installment shall be in the amount of One Thousand Dollars and Five Hundred Dollars and No Cents (\$1,500.00), which the Board shall pay to the Court on or before July 31, 2011.

The second installment shall be in the amount of One Thousand *Dollars* and No Cents (\$1,000.00), which the Board shall pay to the Court prior to the expiration of the term of this Agreement.

To receive such reimbursement, the Court shall submit to the DGHD proper invoices for Services actually provided. Such invoices shall be itemized and shall include documentation, satisfactory to the DGHD, of Services actually provided. Such reimbursement shall be paid by the DGHD to the Court within thirty (30) days of receipt by the DGHD of properly itemized invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The Court agrees to accept as full payment for Services rendered in a manner satisfactory to the DGHD, the lesser of the following: (1) The maximum amount of two thousand five hundred Dollars and no Cents (\$2500.00) or (2) the amount of actual expenditures made by the Court for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of two thousand five hundred Dollars and no Cents (\$2500.00).

C. TAXES

The DGHD is a political subdivision and tax exempt. The Court therefore agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that the Court provides to the DGHD pursuant to this Contract.

6. COMPLIANCE WITH DGHD POLICY:

The Court shall comply with all applicable DGHD policies and procedures, including personnel qualifications and necessary background checks.

7. LIMITATION OF SOURCE OF FUNDS:

The Court warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

8. DUPLICATE BILLING:

The Court warrants that claims made to the DGHD for payment, shall be for actual Services rendered and do not duplicate claims made by the Court to other sources of funding for the same Services.

9. OVERPAYMENTS:

In case of overpayments, the Court agrees to repay the DGHD the amount of overpayment and that to which it is entitled.

10. INFORMATION REQUIREMENTS:

The Court will provide such information to the DGHD as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

11. AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DGHD, the Comptroller General of the United States, the State, or other agency or individual authorized by the DGHD may deem necessary, the Court shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DGHD and the above named parties shall be permitted by the Court to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

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The Court, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Court shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

12. INDEPENDENT FINANCIAL RECORDS:

The Court shall maintain independent books, records, payroll, documents, and 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 at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DGHD personnel.

13. SERVICE DELIVERY RECORDS:

The Court shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DGHD personnel.

14. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The Court agrees, if required by the DGHD, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The Court is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DGHD without cost to DGHD.

15. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The Court agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The Court agrees to reimburse the DGHD the amount of any such audit exception.

16. INDEPENDENT CONTRACTORS:

The Court shall act in performance of this Contract as an independent contractor. As an independent contractor, the Court and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DGHD and/or Delaware County.

17. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be responsible for their own negligence, actions or inactions and/or the action or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Contract. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions, or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Contract.

Each Party shall assume full responsibility for and pay for any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to any other Party or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Party.

18. INSURANCE

The Court shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith. The Court shall provide proof of such insurance to DGHD upon request.

19. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. The Court shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and

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permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Court shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the Court that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DGHD, the Court understands that changes and/or termination of this Contract will be required and necessary. The Court agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DGHD.

20. CLIENT INFORMATION / PROTECTED HEALTH INFORMATION:

The Parties agree that the use or disclosure of any information, including protected health information, by any Party concerning any individual eligible for or receiving Services provided pursuant to this Contract is strictly prohibited except as directly related to the administration of this Contract.

21. CRIMINAL BACKGROUND CHECKS:

The Court's supervisor(s), including, but not limited to all of the Court's employees having direct involvement in providing the Services, shall submit to criminal background checks.

The DGHD will be responsible for arranging for/conducting and paying for any such criminal background checks. Prior to providing Services or assuming any responsibilities, the Court's supervisor(s) and all of the Court's employees having direct involvement in providing the Services shall report to the City of Delaware Police Department to complete a criminal background check. All criminal background records and fingerprints will be kept and maintained by the DGHD.

The DGHD reserves the right to terminate this Contract or refuse to allow the Court's supervisor(s) and/or the Court's employees having direct involvement in providing the Services to provide Services where the criminal background check is unsatisfactory to the DGHD. The DGHD shall be the sole determiner of whether a criminal background check is satisfactory.

The requirements of this section do not apply to the Court's supervisor(s) or any of the Court's employees having direct involvement in providing the Services who have submitted to a criminal background check in the past two (2) years and the results of such check are provided to and are satisfactory to DGHD.

22. LICENSURE:

If a license, professional license, permit, or similar registration with a governmental authority (collectively "Licensure") is required to perform the Services, the Court and/or anyone providing Services on behalf of the Court shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Contract. Before providing the Services, the Court shall provide proof to the DGHD of valid Licensure held in the name of the Court or anyone providing Services on behalf of the Court.

23. CIVIL RIGHTS:

DGHD and the Court 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, sexual orientation, 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 Court 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.

24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The Court agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The Court further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the

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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.

25. **DRUG-FREE WORKPLACE:**

The Court agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Court shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

26. **DMA FORM STATEMENT:**

The Court certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Court agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

27. **FINDINGS FOR RECOVERY:**

The Court certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

28. **NOTICES:**

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received: facsimile, to the following individuals at the following addresses and shall be effective on the date received:

DGHD:

Frances Veverka, MPH
Health Commissioner
Delaware General Health District
P.O. Box 570
1 West Winter Street
Delaware, Ohio 43015
Facsimile: (740) 368-1736

CONTRACTOR:

Delaware County Juvenile Court
140 N Sandusky St.
Delaware, OH 43015
Facsimile:

29. **ASSIGNMENT:**

This Contract cannot be assigned by either Party without the express written consent of the other Party.

30. **GOVERNING LAW:**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

31. **SEVERABILITY:**

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances oilier than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

32. **ENTIRE AGREEMENT:**

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

33. **SIGNATURES:**

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's

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behalf.

The Health Commissioner was authorized to enter this Contract pursuant to the following resolution adopted by the Board of Health of the Delaware General Health District:

Resolution No. _____Not applicable

Date: 4-26-2011

34. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-651

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING THE REVISIONS AND APPROVING THE RENEWAL OF THE PREVENTION, RETENTION CONTINGENCY PLAN FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, Delaware County Job and Family Services provides Prevention, Retention, and Contingency services to Delaware County residents who are determined eligible; and

Whereas, the execution of these services is dependent upon State and Federal funding; and

Whereas, Delaware County Job and Family Services has experienced substantial funding cuts within the Public Assistance Fund; and

Whereas, due to funding cuts, it is recommended that all services provided by The Prevention, Retention and Contingency services for Delaware County be suspended as of September 2, 2009. With regard to the following exceptions.

The following Prevention, Retention and Contingency services will continue to be funded;

- 1) **Employment Related Automobile Repair**
Maximum benefit of \$500.00, per 12 month period, for employed individuals with no other available transportation who meet the previously established eligibility requirements.
- 2) **Family Preservation and Reunification Services.**
Administered by the Social Services Division. Eligibility to be determined based on previously established criteria.
- 3) **Employment Related Transportation**
Cab or Data transportation provided to employed individuals who have been approved for PRC Automotive Repair and require transportation to and from work while their approved PRC automobile repair(s) are being made. Transportation services not to exceed 5 scheduled work
- 4) **Subsidized Employment Program**
The Subsidized Employment Program (SEP) will enable low income TANF-eligible Delaware County Residents to gain valuable work experience while earning a paycheck to help meet basic needs. This program offers people the opportunity to develop a work history and have a current reference from an employer. Demonstrating success in a workplace environment can significantly increase the likelihood of getting hired in an unsubsidized job for participants with a criminal record or little or no work history. As paid employees, participants pay into the Social Security system and may qualify for the Earned Income Tax Credit, the Child Tax Credit, and the new Making Pay tax credit and unemployment insurance, leading to increased long-term economic security. Employers hiring TANF-eligible persons may be eligible to receive the federal Work Opportunity Tax Credit. The financial standard for eligibility is 200% of FPL Delaware County DJFS will subsidize employment up to 100% for non-profit organizations and up to 50% for profit based organizations. The subsidized amounts and the length of the SEP period will be included in each contract.

Activities to be utilized in the Delaware County SEP program include:

- ? Payments to employers to help cover the cost of wages, fringe benefits and medical benefits;
- ? Recruitment and development of employers for the program;

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- ? Supervision of the program;
- ? Other ancillary services offered to subsidized employment participants including:
 - o Work-related activities such as uniforms, tools, necessary licenses or certifications;
 - o Training designed to enhance the skills necessary to succeed in the workplace;
 - o Case management activities related to the program; and
 - o Job coaches and mentors

Whereas, the Director of Job & Family Services recommends acceptance of the revisions listed and the approval of the renewal of the prevention, retention contingency plan;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners accept the revisions listed and the approve the renewal of the prevention, retention contingency plan.

**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:

Employment Related Assistance
Family Preservation and Reunification
Financial Crisis
Help Me Grow
Youth Development Services
Kinship Care/Navigator
Pregnancy Prevention Services

DEFINITIONS

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As used for this program:

Assistance Group (AG) :

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, or who are ordered into an employment program by the court or referred by the child support enforcement agency (CSEA) and are complying with the employment program to find a job; who have a current child support order and the intent to meet his/her financial obligation and who have a current seek-work order and are referred by the CSEA administrative order. 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.

PRC assistance is to be available to eligible families who are victims of a natural disaster and are relocating to Delaware County as a result of the natural disaster. Guidelines of eligibility amounts of assistance are to follow the eligibility guidelines for Disaster Related Assistance.

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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 AG's 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. No assistance for 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. The Assistance Group must provide verification of their ability to continue to meet the emergent need for which they are requesting PRC assistance.

8. 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 every 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 AG's 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 deliver the ODHS 4074, 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, Notice of Denial of Your Application for Assistance.

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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 Job & Family Services, 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 within a 12 month period of eligibility. Additional funds are available at the discretion of the Director or Assistant Director. If a change occurs during the time limit, eligibility must be re-determined. There is a maximum of 1 month car payment and 3 months of auto 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 to be 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.

Financial Eligibility Standard

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 driver's 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

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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)	Employment Related Services
Automobile repairs	Necessary tools
Lease payments	Work Support Retention Services
Bus tickets	Required safety equipment
Cab fare	Necessary/Required clothing
Gas vouchers	Telephone deposit
Car payment	
Car insurance	Ergonomic equipment
Driver's Education	Job Retention Services
Car registration/Tags	School and certification fees
Job Preparation services	Diversion Benefit
Texts books and supplies	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/TANF 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.

Monetary Limit

Assistance through this category is limited to \$1000 per 18-month period of eligibility.

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.

Available Services

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

Family Services

- Parent Education
- Respite Care (see definitions)
- Home Health Aide Services
- Homemaker services
- Mentorship services
- Therapeutic counseling

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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.

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 are 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 Financial Crisis will be limited to \$500.00 within a 12 month period of eligibility.

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.

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

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.

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SUBSIDIZED EMPLOYMENT PROGRAM

The Subsidized Employment Program (SEP) will enable low income TANF-eligible Delaware County Residents to gain valuable work experience while earning a paycheck to help meet basic needs. This program offers people the opportunity to develop a work history and have a current reference from an employer. Demonstrating success in a workplace environment can significantly increase the likelihood of getting hired in an unsubsidized job for participants with a criminal record or little or no work history. As paid employees, participants pay into the Social Security system and may qualify for the Earned Income Tax Credit, the Child Tax Credit, and the new Making Pay tax credit and unemployment insurance, leading to increased long-term economic security. Employers hiring TANF-eligible persons may be eligible to receive the federal Work Opportunity Tax Credit. The financial standard for eligibility is 200% of FPL. Delaware County DJFS will subsidize employment up to 100% for non-profit organizations and up to 50% for profit based organizations. The subsidized amounts and the length of the SEP period will be included in each contract.

Activities to be utilized in the Delaware County SEP program include:

- ? Payments to employers to help cover the cost of wages, fringe benefits and medical benefits;
- ? Recruitment and development of employers for the program;
- ? Supervision of the program;
- ? Other ancillary services offered to subsidized employment participants including:
 - o Work-related activities such as uniforms, tools, necessary licenses or certifications;
 - o Training designed to enhance the skills necessary to succeed in the workplace;
 - o Case management activities related to the program; and
 - o Job coaches and mentors

FORECLOSURE ASSISTANCE PROGRAM

Delaware County Department of Job and Family Services (DCDJFS) will provide foreclosure assistance to the residents of Delaware County by providing a one-time payment of up to \$3000 to the mortgage lending institutions to cover delinquent mortgage payments and possible fees associated with the payment of the delinquent mortgages in order to prevent foreclosure. In addition to the financial payment, foreclosure assistance will include supporting services such as personal financial management and mortgage lending practices. The foreclosure assistance will be limited to the availability of funds.

The following eligibility requirements apply for this program:

1. The assistance/household group's property must be their primary residence
2. The gross income of the assistance/household group must be less than or equal to 300% of the Federal Poverty Level (FPL).
3. The assistance/household group must provide the following documents: 1) a notice of foreclosure from the lender; or 2) a statement from the lender that their mortgage is delinquent; or 3) delinquent information deemed appropriate by DCDJFS.

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 (Help Me Grow)

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

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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(Help Me Grow)

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 outlines 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 (Help Me Grow)

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 provide 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 (i.e. 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.

Delaware County Department of Job and Family Services may offer services that include opportunities for children and youth to participate in a variety of structured or unstructured activities whose purpose is to help them develop their potential and grow into healthy, educated, responsible and productive adults in the future. Programs may include activities designed to transmit social values and customs, to facilitate learning, and to elicit and stimulate leadership potential. Some of the activities may include counseling, peer support, mentoring, supervised recreational activities, and purchase of school supplies. The goal of this program is to prevent out of wed-lock pregnancy.

SMART PARENTS GUIDE TO RAISING MIDDLE SCHOOL AGED CHILDREN

The Smart Parents Guide to Raising Middle School Aged Children is a training program for parents and middle school aged children that assists parents who are overwhelmed by the increasing pressures and responsibilities of raising preadolescent children. The sessions provide the parents with the support and skills needed to ensure their success in keeping their families together. Sessions are offered to children to help them understand adolescence. Parents and children will improve skills in communication, understanding and problem solving. Through improved communication, youth may be diverted from risky behavior such as out of wedlock pregnancies, legal and emotional problems and academic challenges.

PREGNANCY PREVENTION PROGRAMS

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The goal of the Pregnancy Prevention Programs is to prevent out-of-wedlock births among teens in Delaware County.

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.

ACCESS TO BETTER CARE INITIATIVE

The Delaware County Department of Job & Family Services will distribute TANF funds, specifically designated to the ABC initiative, through the Delaware County Family & Children First Council. The services to be provided may include prevention and early intervention, early screening and assessment, treatment, and/or service coordination efforts to families with non-behavioral, multi-need children. Non-behavioral shall be defined as multi-need children who do not have a substance abuse or mental health condition. Children who are in receipt of OWF, Food Stamps, or Medicaid are considered to meet the income eligibility criteria for PRC direct ABC services. Either an approved application form for OWF, Food Stamps, or Medicaid assistance or the PRC application will serve as the eligibility application for these services and will be maintained in the OWF, Food Stamp, or Medicaid case file. The receipt of Access to Better Care services will not count toward a family's eligibility limit for any other PRC services. Services under this category shall be considered non-assistance.

SCHOOL CLOTHES PROGRAM (TANF goal #1)

The Delaware County Department of Job and Family Services will provide school clothes for families in Delaware County. Eligible children must be school age, ages 5 to 18, and Delaware County residents having received Food Stamp benefits for a specified time period. Notification letters with detailed instructions are mailed to each identified potentially eligible family. Eligible families are required to come into the Department to pick up vouchers which may be redeemed for clothing at one of two different vendors no later than a specified date.

- A. Prior obtaining of PRC for other related items will not affect the receipt of these specific services. Future eligibility for regular PRC will not be affected due to receipt of these specific funds.
- B. Applicants ineligible for these services are listed in 1,3,4, and 5 as identified in the PRC plan under Ineligible AGs.

Exceptions to Category Limitations:
While it is not the intent to encourage or routinely grant exceptions to the PRC Plan, the Delaware County Department of Job and Family Services does recognize that there are occasional, extraordinary circumstances that may warrant issuance of PRC in excess of the dollar limitation or more frequency in a specific category allowed. Any exception to this plan shall specifically be reviewed and approved by the Director or the Director's designee. Sufficient documentation shall be maintained in the case file as to why a plan exception was granted.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-652

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND PROVIDERS AS LISTED:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts with child placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Specialized Alternatives For Families And	A. Maintenance

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Youth Of Ohio, Inc. (SAFY) 10100 Elida Road Ohio, Delphos 45833 (SAFY) \$25,000.00	B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Bridgeway Home Inc. 7990 Hartman Road Wadsworth, Ohio 44281 Bridgeway \$10,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners’ Office until no longer of administrative value).

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-653

IN THE MATTER ESTABLISHING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY AND WOOD COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PILOT PROJECT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the purpose of the MOU is to establish and define a multi-county project area to implement a virtual call center pilot project among the “Counties “and” Parties” under the supervision of the Ohio Department of Job and Family Services. This project shall be collectively known as the “Collabor8 Pilot Project”; and

Whereas, due to the current economic downturn in the State of Ohio, counties have experienced budgetary reductions, resulting in decreased local resources to accommodate the surge in public assistance applications and eligible participants. Collaborate 8 offers this pilot as a viable solution to meeting the challenge of increasing demand for access to public assistance services with diminishing levels of program funding at the county level. The proposed model will enhance access to the resident of the counties and increase efficiency of the public assistance programs.

Whereas, the Director of Jobs & Family Services recommends approval of the MOU;

Therefore, be it resolved that the Board of County Commissioners approves this MOU between the Counties and Parties.

**Collabor8 Pilot Project
Memorandum of Understanding
Between Collabor8 CDJFS**

This Memorandum of Understanding (MOU) is entered into by and between the Delaware, Hancock , Knox, Marion, Morrow , Sandusky, and Wood County Boards of Commissioners and their respective County Department of Job and Family Services, (collectively “Counties” or “Parties.”)

Article I. Purpose
The purpose of this MOU is to establish and define a multi-county project area as it relates to the implementation of a virtual call center pilot project among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the “Collabor8 Pilot Project”.

Article II. Term
The term of this agreement is July 1, 2011 through June 30, 2012.

Article III. Function of Pilot

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This pilot is being developed and implemented to create and test a sustainable, replicable service delivery solution in Ohio for County Job and Family Services (CDJFS) to operate. The pilot is intended to streamline efficiency between Collabor8 county departments of job and family services in the administration and delivery of public assistance services. Efficiencies shall be gained through the standardization of work processes and deployment of Call Center technology across counties.

Article IV. – General Role of ODJFS

This pilot is in cooperation with the Ohio Department of Job and Family Services (ODJFS). ODJFS will assist Collabor8 in development, implementation and ongoing operation(s) of the pilot. ODJFS will provide agreed upon resources necessary to successfully pilot this project.

Article V. – Governance

A. The participating County Directors of Job & Family Services will provide the decision making authority in matters involving pilot operations and the unified service delivery model. Operational decisions shall be documented in the form of a Call Center Operations and Quality Control Manual. Decisions will be made in coordination with the guidance provided by ODJFS.

B. The consensus model of decision making shall be the standard approach. However, in the absence of a consensus, each Director will have one vote, and the outcome of the vote will be recorded in the meeting minutes. At such time that there is not unanimity on a decision, the majority will rule. OJFSDA staff may provide mediation in a discussion as needed when requested by the counties.

C. Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate progress of pilot deliverables and timelines.

D. Participating County Directors shall adhere to provisions set forth in the Collabor8 Pilot Project MOU between ODJFS and participating counties including the CDJFS responsibilities outlined in Article V.

Article VI. – Project Costs

Participating counties shall be responsible for the procurement and selection of a consolidated/centralized imaging/case management solution that can be utilized by all Collabor8 CDJFS. The consolidated and centralized imaging and case management solution must integrate with the ODJFS hardware environment (application maintenance and support will be a county contracted, vendor supplied service);

Each individual county shall be responsible for its share of project related costs in accordance with county specific purchasing and procurement policies.

Project costs related to this MOU shall be zero, \$0.00. for SFY2011 and SFY 2012.

Article VII. Insurance

Each Party shall carry and maintain current throughout the life of the MOU such bodily injury and property damage liability insurance as will protect it against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of this MOU or from the use of any vehicle(s) in connection with this MOU. Said insurance, at a minimum, shall be of a type and provide coverage in an amount which is customary in the industry.

The Parties, at their sole option, may utilize self-insurance, commercial insurance, or any combination thereof to satisfy the insurance coverage requirements contained in this MOU.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

Article VIII. – Parties Responsible for Their Own Actions

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article IX. – Drug Free Environment

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees do not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Article X. – Findings for Recovery

The Parties respectively certify that they do have any outstanding findings for recovery pending or issued against them by the State of Ohio.

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Article XI. - Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Delaware County:

Mona Reilly, Director
Delaware County Job & Family Services
140 North Sandusky Street
Delaware, OH 43015
Fax: 740-833-2299

Hancock County:

Judith Wauford, Director
Hancock County Job & Family Services
P.O. Box 270
Findlay, OH 45840-3380
Fax: 419-422-1081

Knox County:

Matthew Kurtz, Director
Knox County Job & Family Services
117 E. High St., 4th Floor
Mt. Vernon, OH 43050-3400
Fax: 740-392-1249

Marion County:

Roxane Somerlot, Director
Marion County Job & Family Services
363 W. Fairground St.
Marion, OH 43302
Fax: 740-387-2175

Morrow County:

Donald Wake, Director
Morrow County Job & Family Services
619 W. Marion Road
Mt. Gilead, OH 43338-1027
Fax: 419-947-9115

Sandusky County:

Cindy Bilby, Director
Sandusky County Job & Family Services
2511 Countryside Drive
Fremont, OH 43420
Fax: 419-332-2135

Wood County:

Paulette Stephens, Director
P.O. Box 679
Bowling Green, OH 43402-0679
Fax: 419-353-6091

Article XII. – Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Ohio.

Article XIII. - Severability

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the MOU. All provisions of this MOU shall be deemed severable.

Article XIV. – Entire Agreement

This MOU (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the signing Parties.

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In the event of any inconsistency or ambiguity between the provisions of this MOU and the MOU between ODJFS and the Collabor8 CDJFS, the provisions of the MOU between ODJFS and Collabor8 CDJFS will determine the obligations of the parties.

In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve any disputes in keeping with the objectives of the Collabor8 Pilot project and the budgetary and statutory constraints of ODJFS.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
- GOBA Bicycle Event Is In Delaware County Starting Today (June 20, 2011)

Commissioner Stapleton
-No Additional Comments

RESOLUTION NO. 11-654

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:10AM.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-655

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:27AM.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RECESS UNTIL 1:30PM

RECONVENE 1:30PM

RESOLUTION NO. 11-656

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 1:35PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-657

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 4:15PM.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners