

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 21, 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. 11-1339

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 17, 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 November 17, 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. 11-1340

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1118, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1118 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBERCMAPR1118PC:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1118, memo transfers in batch numbers MTAPR1118, Procurement Card Payments in batch number CMAPR118PC and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Adriel	Residential Treatment	22511607-5342	\$ 21,000.00
Sheriff's Office	CSEA Contract	23711630-5301	\$ 13,000.00

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

RESOLUTION NO. 11-1341

IN THE MATTER OF APPROVING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GLAUS, PYLE, SCHOMER, BURNS AND DeHAVEN, INC. (GPD GROUP) FOR DEL-CR005-6.20 S. SECTION LINE ROAD OVER STEEL-CRYDER DITCH BRIDGE AND DEL-TR165-0.00 BURNT POND ROAD OVER REYNOLD'S RUN:

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state, and;

Whereas, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR005-6.20 S. SECTION LINE ROAD OVER STEEL CRYDER DITCH BRIDGE AND DEL-TR165-0.00 BURNT POND ROAD OVER REYNOLDS' RUN; and

Whereas, the County Engineer has selected the consulting firm of Glaus, Pyle, Schomer, Burns and DeHaven Inc. (GPD Group) through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide

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the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional services Contract is hereby approved:

PROFESSIONAL SERVICES CONTRACT

**DEL-CR005-6.20 S. SECTION LINE ROAD OVER STEEL CRYDER DITCH BRIDGE
DEL-TR165-0.00 BURNT POND ROAD OVER REYNOLD'S RUN**

Section 1 – Parties to the Agreement

Agreement made and entered into this 21ST day of November, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Glaus, Pyle, Schomer, Burns and DeHaven Inc. (GPD Group), 1801 Watermark Drive, Suite 150, Columbus, Ohio 43215 (“Consultant”).

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 September 28, 2011, and Price Proposal dated October 21, 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. The Base Fee shall be a Lump Sum not to exceed **One Hundred Eighty Four Thousand Six Hundred Fifty Dollars (\$184,650)** and additional “If Authorized” tasks identified in said Price Proposal not to exceed Twenty Eight Thousand Eight Hundred Ninety Three Dollars And Seventy Cents (\$28,893.70) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. 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 March 29, 2013. 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.
- 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

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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 there after 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 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

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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

RESOLUTION NO. 11-1342

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR LOT 6621 OLDE STATE FARMS, SECTION 2 SUBDIVISION, ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO, (PLAT CABINET 3, SLIDES 572-572C):

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

Whereas, available for your approval is a resolution vacating a portion of a drainage easement for Lot 6621 of Olde State Farms, Section 2 Subdivision, and

Whereas, since the time of the recording of the plat for this project, it has been determined that a portion of the original drainage easement that crosses Lot 6621 in Olde State Farms, Section 2 Subdivision is no longer required after further evaluation of the site, and

Whereas, The Engineer is, therefore, requesting that the easement as described in the description be vacated:

Drainage Easement Vacation

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The Engineer has received a request from Thomas & Miriam Hunt, owners of Lot 6621, Olde State Farms Section 2 Subdivision, Orange Township, commonly known as 2811 Coltsbridge Drive, Lewis Center, Ohio 43035, to vacate a portion of the original drainage easement on the Olde State Farms Section 2 Subdivision plat that crosses said Lot 6621. The portion of the easement as described on the attached exhibits is located within said Lot 6621 as depicted in Plat Cabinet 3, Slides 572-572C, Recorder’s Office, Delaware County, Ohio. The portion of the original drainage easement that crosses Lot 6621 is no longer required after further evaluation of the site indicated that the entire easement width was not needed. Therefore, the Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Plat Cabinet 3, Slides 572-572C of this action to vacate this portion of this easement.

**PARTIAL RELEASE OF EASEMENT
0.0982 ACRE (4278.0 SQUARE FEET)**

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lot 13, Quarter Township 1, Township 3, Range 18, United States Military Lands, being a 20’ strip of land on, over, and across Lot 6621 of that subdivision entitled “Olde State Farms Section 2”, of record in Plat Cabinet 3, Slides 572 – 572C, Recorder’s Office, Delaware County, Ohio.

Beginning, for reference, at the southeasterly corner of said Lot 6621, the southwesterly corner of Lot 6646 of said “Olde State Farms Section 2”, being in the northerly right-of-way line of Coltsbridge Drive.

Thence along the northerly right-of-way of said Coltsbridge Drive with the arc of a curve to the right, having a central angle of 38° 25’ 19”, a radius of 220.00 feet, an arc length of 146.57 feet, a chord bearing and distance of North 62° 04’ 42” West, 144.78 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along the northerly right-of-way line of said Coltsbridge Drive with the arc of a curve to the right, having a central angle of 05° 12’ 44”, a radius of 220.00 feet, an arc length of 20.01 feet, a chord bearing and distance of North 40° 15’ 41” West, 20.01 feet to a point;

Thence across said Lot 6621 and an existing drainage easement of record in Plat Cabinet 3, Slides 572 – 572 C, North 51° 09’ 52” East, 224.93 feet to a point in the easterly line of said Lot 6621 and said drainage easement, said point also being in the westerly line of said Lot 6646;

Thence South 08° 42’ 51” West, with the easterly line of said Lot 6621 and said drainage easement, the westerly line of said Lot 6646, a distance of 29.63 feet to a point;

Thence South 51° 09’ 52” West, across said Lot 6621, a distance of 202.57 feet to the **TRUE POINT OF BEGINNING** and containing 0.0982 acre (4278.00 square feet) of land, more or less.

This description has been prepared by:

**POMEROY & ASSOCIATES, LTD.
STEVEN J. HOY
REGISTERED SURVEYOR NO. 7313**

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 6621 in Olde State Farms, Section 2 Subdivision, Orange Township, Delaware County, Ohio (Plat Cabinet 3, Slides 572-572C)

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

RESOLUTION NO. 11-1343

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL BETWEEN DELAWARE COUNTY AND HEALTH PROFESSIONALS, LTD. (CORRECTIONAL HEALTHCARE COMPANIES, INC.):

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

Whereas, the Sheriff’s Office Staff recommends approval of the second amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Health Professionals, Ltd. (Correctional Healthcare Companies, Inc.);

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the second amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Health Professionals, Ltd. (Correctional Healthcare Companies, Inc.).

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES AT
DELAWARE COUNTY, OHIO**

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This is the Second Amendment to the Agreement for Inmate Health Services at Delaware County, Ohio effective March 1, 2009 through February 28, 2010 as amended on March 1, 2010 (hereinafter "AGREEMENT") between Health Professionals, Ltd. (hereinafter "HPL") and Delaware County, Ohio (hereinafter the "COUNTY"). To the extent the AGREEMENT and its attachments conflict with the terms of this amendment, this amendment shall control.

WHEREAS, the parties wish to extend the term of the AGREEMENT from March 1, 2011 to August 31, 2011; and WHEREAS, the parties wish to amend the terms of the AGREEMENT effective September 1, 2011 and extend the term of the AGREEMENT until February 29, 2012; and

WHEREAS, HPL as part of its corporate re-branding will merge into Correctional Healthcare Companies, Inc., and

WHEREAS, Correctional Healthcare Companies, Inc., and HPL have common corporate ownership, officers and directors;

WHEREAS, the parties desire to change the name reflected in the AGREEMENT from Health Professionals, Ltd., to Correctional Healthcare Companies, Inc., a Delaware Corporation.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree the AGREEMENT shall be amended to as follows:
Effective March 1, 2011 Paragraphs 9.0, and 12.7 of the AGREEMENT shall also be deleted and amended to state as follows:

9.0 TERM. The term of this AGREEMENT shall be extended six (6) months from March 1, 2011 at 12:01 a.m. through August 31, 2011 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on September 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

12.7 NOTICES. Any notice of termination permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or by certified mail, return receipt requested, addressed as follows:

If for HPL:
Health Professionals, LTD.
General Counsel
P.O. Box 5078
6200 S. Syracuse Way, Ste. 440
Greenwood Village, CO 80111

If for COUNTY:
Delaware County Jail
Delaware County Sheriff
149 N. Sandusky St.
Delaware, Ohio 43015

Delaware County Jail
Delaware County Jail Administrative Supervisor
844 U.S. Route 42 North
Delaware, Ohio 43015

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Any notice of changes mutually agreed upon in the manner of services can be provided via facsimile transmission as follows:

If for HPL:
(720) 458-3478

If for COUNTY:
(740) 833-2859 and (740) 833-2839

Such facsimile may be changed from time to time by either party by providing written notice via certified mail as provided above.

Effective September 1, 2011, the AGREEMENT shall be as follows:

All references to Health Professionals, Ltd., in the AGREEMENT are hereby deleted and replaced with "Correctional Healthcare Companies, Inc., a Delaware Corporation" and all references in the AGREEMENT to

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the abbreviation HPL are hereby deleted and replaced with ("CHC").

Effective September 1, 2011, Paragraphs 2.0.1, 2.0.2, 8.0, and 9.0 of the AGREEMENT shall also be deleted and amended to state as follows:

2.0.1 A total of 188 hours per week of Licensed Practical Nurse services. The schedule shall be mutually agreed upon by the parties.

2.0.2 Up to 5 hours per week of Physician services to be assigned by CHC. When onsite, the Physician will remain until all inmates on the Physician call line have been seen. On-site hours are mutually agreed upon for the physician and reviewed on a quarterly basis.

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Five Hundred Four Thousand Four Hundred Forty-One Dollars (\$504,441.00) for a period of twelve (12) months (September 1, 2011 to February 29, 2012 shall be \$252,220.50). Each monthly payment shall be at Forty-Two Thousand Thirty-Six Dollars and seventy-five cents (\$42,036.75) pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of September, 2011 for services administered in the month of September, 2011. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1st day of the month of the month of service.

9.0 TERM. The term of this AGREEMENT shall be extended six (6) months from September 1, 2011 at 12:01 a.m. through February 29, 2012 at 11:59 p.m.

Except for the provisions, amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

RESOLUTION NO. 11-1344

IN THE MATTER OF APPROVING THE BUSINESS ASSOCIATE AGREEMENT BETWEEN
HEALTH PROFESSIONALS, LTD. AND DELAWARE COUNTY TO ADDRESS THE
REQUIREMENTS OF THE HIPAA PRIVACY RULE:

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

Whereas, the Sheriff's Office Staff recommends approval of the Business Associate Agreement Between Health Professionals, Ltd. And Delaware County to address the requirements of the HIPAA Privacy Rule;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Business Associate Agreement between Health Professionals, Ltd. And Delaware County to address the requirements of the HIPAA Privacy Rule;

BUSINESS ASSOCIATE AGREEMENT BETWEEN
HEALTH PROFESSIONALS, LTD.,
AND DELAWARE COUNTY, OHIO

PURSUANT TO THE Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws"), Health Professionals, Ltd., (hereinafter, "Covered Entity") and Delaware County, Ohio (hereinafter, "Business Associate"), (jointly "the Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to "Business Associates," as that term is defined in the HIPAA Privacy Rule.

BACKGROUND AND PURPOSE

The Parties have entered into one or more contracts for the Covered Entity to administer health care services for the Business Associate (the "Underlying Contract(s)") which require Covered Entity to create, have access to, and maintain Protected Health Information (hereinafter "PHI") that is subject to the Health Privacy Laws. This Agreement shall supplement each of the Underlying Contract(s) only with respect to Business Associate's receipt and use of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the Health Privacy Laws.

The Parties acknowledge and agree that in connection with the Underlying Contract(s), the Parties may create, receive use or disclose PHI as set forth in the HIPAA Privacy Rule.

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PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

Therefore the Parties agree as follows:

II. DEFINITIONS

I. All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

III. GENERAL TERMS

In the event of inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health And Human Services (HHS) or as a result of interpretations of HHS, court or regulatory agencies, such mandatory terms of the HIPAA Privacy Rule shall prevail. In the event of a conflict among the interpretation of these entities, the conflict shall be resolved in accordance with rules of precedence.

2. Where provisions of this Agreement are different from those mandated by HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.

3. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

IV. SPECIFIC REQUIREMENTS

1. To the extent applicable to this Agreement, Business Associate agrees to comply with the Health Privacy Laws, the Administrative Simplification provisions of the HIPAA, and any current and future regulations promulgated under either HITECH or HIPAA, including without limitation the Federal Privacy Regulations, and the Federal Electronic Transactions Regulations, all as may be amended from time to time.

2. Business Associate shall not disclose PHI to any member of its workforce, unless Business Associate has advised such a person of Business Associate's obligation under this section and of the consequences of such action and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of the workforce who uses or discloses PHI in violation of the Agreement.

3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate and Business Associate may disclose PHI provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as allowed by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Business Associate agrees to enter into any further agreements as reasonably necessary to facilitate compliance with the Health Privacy Laws.

5. Business Associate agrees to establish appropriate administrative, technical, and physical safeguards to prevent the use or disclosure and to protect the confidentiality of P1-IT it receives from Covered Entity, and to prevent individuals not involved in the proper management and administration of the Business Associate from using or accessing the PHI. Business Associate shall provide Covered Entity such information concerning these safeguards as Covered Entity may from time to time request, and shall upon reasonable request give Covered Entity access, for information and copying, to Business Associate's facilities used for the maintenance and processing of PHI. This includes, but is not limited to, PHI for the purpose of determining Business Associate's compliance with this Agreement.

6. Business Associate agrees that it will immediately report to Covered Entity any use or disclosure of PHI received from Covered Entity that is not authorized by or otherwise constitutes a violation of this Agreement of which Business Associate becomes aware.

Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a decision or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all PHI; and (d) take any other action Covered Entity deems appropriate. Notwithstanding the above, Business Associate shall mitigate, to the extent feasible, any harmful effect that is known to the Business Associate.

8. Business Associate understands that Covered Entity is subject to State and Federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity,

9. Business Associate may use and/or disclose PHI that is De-Identified, as that term is defined in the

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current version of the Privacy Regulations, or as changed from time to time through written amendment, which includes the removal of all the identifiers listed in the Privacy Regulations so that Covered Entity could not have actual knowledge that the information could be used, alone or in combination with other data, to identify an individual.

10. Business Associate shall maintain a record of all authorizations and disclosures of PHI not otherwise provided for in this Agreement or the Underlying Contract(s), including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure, Business Associate shall make such record available to Covered Entity on request.

11. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or Business Associates, and the remedial action taken or proposed to be taken with respect to such use or disclosure.

12. Business Associate agrees that within thirty (30) days of receiving a written request from Covered Entity it will provide PHI necessary for Covered Entity to respond to an individual's request for access to PHI about the individual.

13. Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any PHI requested by Covered Entity.

14. Business Associate agrees to make available the information required to provide an accounting of disclosure in accordance with applicable law within sixty (60) days of a written request by Covered Entity.

15. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose of which the request is made.

V. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective March 1, 2011, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
- b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.

3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.

4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.

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5. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.

6. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof

7. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

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

RESOLUTION NO. 11-1345

IN THE MATTER OF APPROVING THE REVISED THIRD QUARTER (FINAL) REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:

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

Grant #	2010-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2011 to December 31, 2011
Federal Grant Amount:	\$ 25,000.00
Local Match:	<u>\$ 8,333.33</u>
Total Grant Amount:	\$ 33,333.33

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

RESOLUTION NO. 11-1346

IN THE MATTER OF APPROVING THE WORK PARTICIPATION COMPLIANCE PLAN FOR DELAWARE COUNTY:

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

WHEREAS, the U.S. Department of Health and Human Services has notified the State of Ohio that the State has failed to meet the federal work participation rate requirements in Federal Fiscal Years (FFY) 2007, 2008, and 2009; and

WHEREAS, unless corrective action is taken, the State of Ohio will be subject to penalties in the amounts of \$32,758,572 for FFY 2007; \$45,050,074 for FFY 2008; and \$58,517,487 for FFY 2009; and

WHEREAS, the State of Ohio has the opportunity to avoid being penalized by taking the following corrective actions: 1) submitting a Work Participation Corrective Compliance Plan by September 30, 2011; 2) optimizing qualified Temporary Assistance for Needy Families (TANF) Maintenance of Effort expenditures; and 3) meeting the required work participation rates in FFY 2012; and

WHEREAS, the TANF program is a state program of family assistance which is provided with state and federal funds authorized under Title IV-A of the Social Security Act; and

WHEREAS, the purposes of the TANF program are to:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage;
3. Prevent and reduce the incidence of out-of-wedlock pregnancies; and
4. Encourage the formation and maintenance of two parent families; and

WHEREAS, the Ohio Department of Job and Family Services has required County Departments of Job and Family Services as sub-recipients of these funds and whose SFY 2011 Work Participation rates fell below the federal all-family rate (50 percent) or the two-parent rate (90 percent) to implement a Corrective Compliance Plan

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for FFY 2012 (October 1, 2011 – September 30, 2012); and

WHEREAS, the Delaware County recognizes the need to improve the well-being of children and families, and emphasizes that need by strengthening support to low income working families to help them become self-sufficient; and

WHEREAS, Delaware County is committed to the TANF program tenets of work and self-sufficiency; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners and the Delaware County Department of Job and Family Services, certify commitment to correcting noncompliance and approval of the Work Participation Compliance Plan for FFY 12.

For ODJFS use only	
Date CCP Sent to CDJFS	9/30/2011
Deadline for Returned CCP	11/30/2011
Date CDJFS Returned CCP	
Date of ODJFS Follow-up	
Date of ODJFS CCP Approval	
Date of Last Inquiry/Request	

CDJFS WORK PARTICIPATION CORRECTIVE COMPLIANCE PLAN

Name of County Department of Job and Family Services Agency	Delaware
Director	Angela Thomas
Address	140 North Sandusky Street Delaware, Ohio 43015
Agency Telephone Number	Phone/Ext: 740 833-2300
County Commissioner’s E-mail	DSTAPLETON@CO.DELAWARE.OH.US
Work Participation Supervisor or Designee Responsible for Work Participation CCP Implementation	Larry Hager
Contact’s E-mail Address	HAGERL@ODJFS.STATE.OH.US
Contact’s Telephone Number	(740) 833-2384

County: Delaware CDJFS

Please respond to these required items that explain how the CDJFS will meet the federal All Family and/or 2P Work Participation rates in FFY 2012:

<p>1. Submit an analysis of issues behind the CDJFS not meeting the federal All Family and/or the 2 Parent work participation rate. Please include:</p> <p>A. Statement of the problem</p> <p>B. Identification of potential cause (s)</p> <p>C. A notation of data used in your analysis</p> <p>On August 28, 2009, Ohio received a letter from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF), notifying the state of its failure to meet both the two-parent and the all family work participation rates for federal fiscal year (FFY) 2007 and a potential \$32,758,572 penalty to the State Family Assistance Grant (i.e. TANF) as a result. In accordance with 45 CFR 262.5, on October 26, 2009, Ohio requested to file an appeal of this penalty by providing reasonable cause for failure to meet the rate. On July 29, 2011, ACF responded that the information submitted for FFY 2007 did not demonstrate Ohio’s claim of reasonable cause. As a result, the state is entering into a corrective compliance plan. Part of the state’s plan requires all Ohio counties who did not meet the required federal participation rates to complete a Work Participation Corrective Compliance Plan. Delaware County is one of the 86 counties required to complete a corrective compliance plan since it didn’t meet either the two-parent participation rate of 90% or the all-family participation rate of 50% in FFY 2011.</p> <p>Following an analysis of the problem, we believe that the four primary factors in limiting our ability to meet the participation rates are the direct results of budget cuts, staff shortages, increase in caseloads, and a weak economy.</p> <p>Budget cuts have caused the agency to lose programming that was very beneficial in the past to help consumers obtain employment. The lack of Prevention Retention Contingency (PRC) funding has severely limited our ability to help consumers obtain employment or overcome monetary barriers needed to stabilize the household. The inability to provide necessary and adequate transportation through gas vouchers, work allowances, and public transportation limits our ability to get customers to work, education, or training sites. The loss in funding has caused our agency to cease or decrease programs, workshops, and contracts designed to help consumers find employment or alternative income such as Social Security. We previously had a Subsidized Employment Program (SEP) which helped individuals receive job skills and eventual employment. Of the 17 SEP participants, we were able to successfully move 15 participants off of OWF assistance.</p>
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Staff shortages have plagued our agency. This is due to both the inability to increase staff due to budget constraints and dealing with continual staff turnover. The county has struggled to maintain enough quality experienced staff in the Public Assistance and the Work Activities areas of the agency. Many of the staff are currently inexperienced and lack the knowledge needed to be totally successful in their positions. They are in need of state training in core areas of the position. Current eligibility and work activity regulations are very complex and difficult for new employees to master. Errors are made that inadvertently affect the participation rate. The CRIS-E system is outdated, at times inaccurate, and there is a lack of state guided training programs on the CRIS-E system. There has been some increase in staffing, but not enough to meet demands to effectively and accurately determine eligibility, to provide quality assessments, and provide adequate client follow up to meet participation rates.

There has been a sharp increase in the caseloads. The population of Delaware County has increased dramatically. In August 2006, the Work Activities Unit maintained 207 OWF cases and 234 FA cases. In August 2011, the Work Activities Unit maintained 362 OWF cases and 515 FA cases. Many of these customers have serious and often multiple barriers such as lack of education, mental health issues, physical disabilities, unstable housing, or felony records that inhibit their abilities to find and maintain employment. Much of the caseload involves individuals that are hard to serve due to the barriers that limit them in participating. Some of these individuals are even difficult to place in the Work Experience Program (WEP) due to the sites not wanting to work with the hard to serve individuals. Due to the high caseloads, it is also difficult to track individuals who are participating or not.

The weak economy has decreased our ability to get individuals hired or sometimes into WEP programs. We are lucky that Delaware has one of the lowest unemployment rates in Ohio and it has employment opportunities available. However, most public assistance customers are overlooked for better candidates. It is still a tough job market.

A document that our agency uses to track barriers is attached.

- 2. Discuss strategies for implementation. Strategy #1:**

 - A. Specify performance improvement strategies based on the analysis stated above**
 - B. Implementation date**
 - C. Projected timeframes for implementing strategy and achieving results**
 - D. Individual (s) responsible for carrying out strategy**
 - E. Resources necessary to carry out strategy**
 - F. Defined strategies to monitor and analyze the implementation, results and accomplishments.**
- Delaware County is unable to completely control all aspects of the four primary factors contributing to the failure to meet the participation rates due to some issues being out of their control. However, Delaware County is committed to improving their participation rates to exceed the standards and we have created a plan to accomplish our goals. We are confident that the following corrective measures will bring Delaware County into compliance with both the overall work participation rate (50 percent) and the two-parent work participation rate (90 percent) in FFY 2012 (October 1, 2011 – September 30, 2012).
- We have worked to combat the budget constraints by improving our internal processes to become more efficient. Our Employment Counselors are regularly assessing customers and completing a Self-Sufficiency Contract (SSC) within one day following application to ensure that customers are scheduled to attend their work activity shortly after the application is placed. At each assessment or meeting the counselors are stressing the importance of participation to our applicants. They are also discussing participation options between receipt of FA or OWF with the customer so that the customer might opt out of receiving OWF if they choose.
- Procedures have been changed internally to provide counselors with more time to manage their caseloads. Pre-sanction processes limiting appointment availability have been eliminated. Quiet times are being implemented to give counselors time to focus on participation. Case reviews are being conducted to find FA cases that should not have been referred as required participation cases in order to reduce caseloads. One counselor has been assigned the majority of FA cases so that the other more experienced counselors can focus on OWF cases.
- The agency has utilized a special project manager to assist in improving the participation. This individual is responsible for providing case audits utilizing the state work activity QC Checklist. This audit will assist in the cleanup and maintenance on the case loads to reduce unassigned individuals and individuals assigned to alternative activities, to increase exploration of good cause for individuals failing to meet requirements, and to immediately sanction those failing to meet requirements. It has been strongly emphasized that counselors make sure that they enter assignments in CRIS-E and follow up with immediately placing sanctions on individuals who are not compliant. This will also help decrease the OWF caseloads. The project manager is responsible for closely monitoring state reports such as the 518, 103, Q drive, Director’s report, and BIC info. The project manager is also currently responsible for processing sanctions and preparing for state hearing requests involving sanctions. This is necessary to promote the placement of sanctions when needed. The manager has been essential in providing CRIS-E, Northwoods Software, and policy training for the Work Activity unit. We have put an emphasis on providing training for the staff to improve their skills and knowledge to notice errors that might negatively affect participation.
- Currently there is no automated case tracking system. Management is exploring the creation of an automated system. This will help counselors monitor their cases by being able to quickly know what documents are due and

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when they are due to be turned in for a particular case to meet participation. We are also expanding our WEP program to include lower skilled placements and an internal site reserved for Altwork participants.

A majority of the strategies mentioned above were implemented by October 31, 2011. The creation of a tracking system and the internal WEP site is expected in January 2012. We are expecting immediate results in improving our participation rates. The Employment Services Supervisor Larry Hager is responsible for carrying out the strategies. He will utilize 518, 103, Q drive, and Director's reports as resources to monitor progress. Weekly meetings with Employment Counselors will be conducted to monitor and analyze implementation, results, and accomplishments.

Please insert any additional strategies.

<p>3. Top Management Commitment: The directors and other managers must make their commitment known to all staff, so that work participation compliance is established as an agency-wide priority.</p>				
<p>Demonstrate how directors and managers have made a commitment to work participation compliance and how it has been established and communicated as an agency-wide priority.</p> <p>Top management has made a commitment to work participation compliance by emphasizing that the Work Activity Unit focuses on the participation rate as a top priority. They have allowed for a Special Project Manager to focus all of her time and assistance to the Work Activity Unit. Top management has been in communication with the County Planning Committee and the County Commissioners regarding the agency-wide priority. Top management has communicated the importance of meeting the participation requirements with staff in their individual unit meetings and in an All Staff meeting. Posters have been placed around the agency supporting the need for customers to participate. Work Activity video conferences have been attended also by top management.</p>				
<p>4. Accountability: Work activity managers and staff must establish monthly accountability reviews to reduce the numbers of unassigned individuals and individuals assigned to alternative activities, increase exploration of good cause for individuals failing to meet requirements, and immediately sanction those failing to meet requirements.</p>				
<p>How will CDJFS staff be held accountable for their work? What steps are being taken to review performance?</p> <p>Individual case audits are being completed by utilizing the ODJFS Work Activity QC Checklist. Monthly reports are being reviewed to ensure cases are being monitored properly by the Employment Counselors. Progress will be reviewed through individual weekly meetings with the Employment Counselors, weekly Work Activity Unit meetings, and weekly meetings between management. The agency believes that the utilization of reporting tools and continual meetings to review progress will help reduce the numbers of unassigned individuals and individuals assigned to alternative activities, to increase exploration of good cause for individuals failing to meet requirements, and to immediately sanction those failing to meet requirements.</p>				
<p>5. Utilization of Reporting Tools</p>				
<p>How will the CDJFS use existing or new reporting tools to track individuals and action items necessary to improve county performance? A Work activity QC Checklist has been included as an example of a tool that may be adapted for county use.</p> <p>The agency will utilize several state issued reports such as 518 Preliminary, 518 Final, 522, Q drive, and the Director’s report along with the Work Activity QC checklist to reduce unassigned individuals and individuals assigned to alternative activities, to increase exploration of good cause for individuals failing to meet requirements, and to immediately sanction those failing to meet requirements.</p>				
<p>6. Standardize Approaches/Practices</p>				
<p>Identify the county’s approach to addressing up front assessments, assignments and sanctions.</p> <p>Upfront assessments and assignments are being processed the next day after application for benefits. Staff are emphasizing the need for consumers to participate in order to receive their benefits. They are explaining the consequences of not participating by referring to the sanction regulations. Sanctions are to be processed immediately upon notice that an individual failed to participate.</p>				
<p>7. Time Frame for Implementation</p>				
<p>The following strategies will be implemented by the following dates:</p> <table><tr><td><u>Strategy</u></td><td><u>Target Completion Date</u></td></tr><tr><td>Place emphasis on improved customer communication to support participation</td><td>October 2011</td></tr></table>	<u>Strategy</u>	<u>Target Completion Date</u>	Place emphasis on improved customer communication to support participation	October 2011
<u>Strategy</u>	<u>Target Completion Date</u>			
Place emphasis on improved customer communication to support participation	October 2011			

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Eliminate of pre-sanction appointments	October 2011
Implement quiet times	October 2011
Implement individual case audits	October 2011
Redistribute cases	October 2011
Utilize Special Project Manager	October 2011
Implement state report monitoring	October 2011
Implement consistency in entering assignments, verification of participation, and sanctions timely into CRIS-E	October 2011
Implement Special Project Manager to process sanctions and prepare for state hearings	October 2011
Implement staff training	October 2011
Implement weekly individual employment counselor meetings	October 2011
Implement next day assessment/assignments	November 2011
Create/obtain case tracking system	January 2012
Expand WEP program	January 2012

Director’s Certification

I, Angela Thomas, Acting Director of the Delaware County Department of Job and Family Services, certify that the County of Delaware is committed to correcting its noncompliance with 45 CFR 261.21 and/or 261.23 in FFY 2012.

Commissioners’ Certification

We, the county commissioners of Delaware County, certify that the County of Delaware, in the State of Ohio, is committed to correcting its noncompliance with 45 CFR 261.21 and/or 261.23 in FFY 2012.

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

RESOLUTION NO. 11-1347

**IN THE MATTER OF APPROVING THE 2012 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF
COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the contract for Transportation Services with the Delaware County Transit Board;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract for Transportation Services with the Delaware County Transit Board.

**2012 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 1st day of January, 2012 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter “DCTB”), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually “Party”, collectively “Parties.”)

1. PURPOSE OF CONTRACT: The purpose of this Contract is to state the covenants and conditions under

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which the DCTB will provide specific transportation services to referred individuals.

2. TERM: This Contract will be effective from January 1, 2012, or upon the date the last party signs the Contract, through December 31, 2012 inclusive unless otherwise terminated.
3. SCOPE OF SERVICES: DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response transportation services to DCDJFS clients (e. g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) (“Transportation Services”). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.
4. REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

Standard Rates

- Demand Response:
 - Mileage Rate: \$ 2.48 per loaded mile
 - Minimum Per Trip: \$12.40
 - Fuel Service Charge¹: \$ 0.05 per loaded mile

Additional Service Charges

- No Show/Dead Run²: \$12.40 per trip request
- Additional Door to Door Transportation: \$ 7.00 per trip
- Other Necessary Passenger Assistance: \$ 7.00 per trip
- Additional Rider Charge: \$ 5.00 per rider per trip
- Service Time Charge (wait time): \$ 8.40 per fifteen-
minutes of time or any portion
thereof
- Cancellations³: \$7.00 per scheduled
trip
- Personal Care Attendant (PCA or AIDE) No Charge

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

5. ADDITIONAL SERVICES:

For demand response service, DCTB may, upon prior approval of DCDJFS, provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time)
 - i) At origin point
 - ii) At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- d) Other services on an individual basis as agreed by DCTB and the DCDJFS.

6. INVOICE: DCTB shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract.

1 Fuel Service Charge shall be applied to Mileage Rate or Minimum Per Trip charge only if the AAA average cost per gallon of fuel for Ohio averages \$3.75 per gallon or higher. The Fuel Service Charge will increase by \$0.05 for every \$0.50 per gallon that the AAA average cost per gallon of fuel for Ohio increases above \$3.75 per gallon. For example, if the AAA average cost per gallon of fuel for Ohio averages \$4.75 per gallon, the Fuel Service Charge will be \$0.10.

2 No Show/Dead Run charges shall apply to scheduled trips that are not cancelled at least one hour prior to the scheduled pick up time.

3 Cancellations are considered scheduled trips if cancelled after 2:00 PM of the day prior to the trip.

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Before making payment, DCDJFS will review invoices for completeness and all necessary information. Defective invoices shall be returned to the DCTB noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The DCDJFS shall have thirty (30) days after receipt of a proper, complete, and accurate invoice from the DCTB to pay such invoice.

The date of the warrant issued in payment shall be considered the date payment is made. Payment shall not be initiated before a proper, complete, and accurate invoice is received by the DCDJFS.

7. AUDIT: All reported expenditures are subject to audit by appropriate federal, state, or local officials and/or their appointed representatives.
8. MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT: The total amount of remuneration paid under this Contract shall not exceed \$24,000 Dollars and No Cents (\$24,000.00).
9. AVAILABILITY OF FUNDS: The DCTB understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local funding. In the event that federal, state, and/or local funding is no longer available to the DCDJFS, the DCTB understands that changes and/or termination of this Contract will be required and/or necessary. Such changes and/or termination will be effective on the date that the federal, state and/or local funding is no longer available, or later as otherwise agreed by the Parties.
10. DUPLICATE BILLING: DCTB warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by DCTB to other sources of funds for the same services. The DCTB agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
11. REFERRAL AND MONITORING PROCEDURES:

A. DCDJFS Responsibilities:

- i. Call referral to DCTB at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- ii. Provide information concerning:
 - a. When- time, date,
 - b. Place- pick up and destination,
 - c. Client name and applicable program,
 - d. Which clients should have verification of their attendance at an appointment.
- iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
- iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.
- v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
- vi. Provide both telephone and written notice of any changes in ridership or times.

B. DCTB Responsibilities:

- i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
- ii. Provide demand response Transportation Service.
- iii. Provide services within the time lines given.
- iv. Schedule transportation based on authorization by DCDJFS and availability of DCTB vehicles.
- v. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- vi. Consult with appropriate staff on transportation issues concerning individual clients.
- vii. Keep accurate records of services and send a monthly statement of services provided and charges.
- viii. Immediately notify the DCDJFS supervisor or the DCDJFS director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required.
- ix. Maintain adequate insurance on all vehicles.

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- x. Maintain vehicles and equipment in good operating order.
- xi. Ensure that all wheelchairs are properly tied down.

12. NON-EXCLUSIVITY: DCTB is a public transportation system. This Contract does not provide exclusive transportation to DCDJFS clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of DCDJFS clients.
13. EXCLUSION OF DISRUPTIVE PASSENGERS: DCTB reserves the right to refuse or deny Transportation Services to any individual as a result of disruptive and/or unacceptable behavior or any other reason that DCTB determines may cause an unsafe transportation environment.
14. INDEPENDENT CONTRACTORS: The DCTB understands and agrees that the DCTB shall act as and provide Transportation Services for the Board, DCDJFS and Delaware County, Ohio as an independent contractor and, as such, is not an employee of the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Job and Family Services. As an independent contractor, the DCTB understands and agrees that it is not entitled to any of the benefits of employment with the Board, DCDJFS, Delaware County, Ohio, or the Ohio Department of Jobs and Family Services. The DCTB also understands and agrees that as an independent contractor the DCTB is responsible for complying with all federal, state, and local laws, including, but not limited to, reporting of income for federal, state, and local income tax purposes; reporting and paying self employment taxes; reporting and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.
15. LICENSES: DCTB certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers) license. DCTB also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. DCTB further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.
16. FINANCIAL RECORDS: The DCTB shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
17. AVAILABILITY AND RETENTION OF RECORDS: At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, DCTB shall make available to any 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 DCDJFS and the above named parties shall be permitted by DCTB to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

DCTB understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of the final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the DCTB in the administration of the program and delivery of services. Likewise, the DCTB understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.

If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the DCTB understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.

18. RESPONSIBILITY FOR AUDIT EXCEPTIONS: Each Party understands and agrees to individually accept responsibility for and shall be responsible for receiving, replying to, paying for, and/or complying with any audit exception which is the result of that party's own actions and/or for which that party is responsible. Such audit exceptions shall be issued by appropriate local, state, or federal auditing authority and shall be related to the provision of services under this Contract.
19. SAFEGUARDING OF CLIENT: DCTB understands and agrees that any and all information the DCTB receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is, with the exception of statistical information, strictly confidential. All names shall be strictly confidential. The DCTB further

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understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.

20. CIVIL RIGHTS: DCDJFS and DCTB 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 DCTB 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.

21. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

22. INSURANCE:

The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance and vehicle insurance or similar coverage through the Ohio Transit Risk Pool as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract, including the use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance or proof of coverage, and shall maintain current such insurance or coverage during the term of this Contract. The insurance company or risk sharing pool needs to be identified for each insurance policy and/or coverage. The certificates of insurance and/or proof of coverage are to be signed by a person authorized by the insurance company or risk sharing pool to bind coverage on its behalf. All insurance and/or coverage shall be written by insurance companies or risk sharing pools licensed to do business in the State of Ohio. Additionally, any risk sharing pool shall be authorized by statute to provide coverage to DCTB.

23. TERMINATION:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The DCTB 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 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 DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver

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by DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

24. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DCTB agrees to make all Transportation Services and/or other services or programs provided pursuant this Contract available to disabled and/or handicapped individuals. The DCTB agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) 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 DCDJFS of Health and Human Services and termination of this Contract.
25. AMENDMENT OF CONTRACT: This Contract may be amended at anytime by a written amendment signed by the Parties.
26. RESOLUTION OF DISAGREEMENT: DCDJFS and the DCTB agree to the following hierarchy in resolving disagreements related to this contract:
- Level I: DCDJFS Supervisor/DCTB Executive Director
Level II: DCDJFS Director/DCTB
27. DMA FORM STATEMENT: DCTB 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, DCTB agrees make such certification by completing the declaration of material assistance/nonassistance 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.
28. 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 environment policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
29. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:
- | | |
|--|--|
| DCTB: | DCDJFS: |
| Delaware County
Transportation Board
119 Henderson Court
Delaware, Ohio 43015 | Delaware County Department of Job
and Family Services
140 N. Sandusky Street
Delaware, Ohio 43015 |
| Fax: (740) 362-7603 | Fax: (740) 833-2302 |
30. FINDINGS FOR RECOVERY: DCTB certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
31. SEVERABILITY: If any provision of this Contract 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 Contract. All provisions of this Contract shall be deemed severable.
32. 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.
33. AUTHORITY TO SIGN: 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 behalf.
34. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the DCTB, 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.

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

RESOLUTION NO. 11-1348

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATION FOR THE EMERGENCY

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MEDICAL SERVICES DEPARTMENT:

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

Transfer of Appropriation

From	To		
10011303-5001	10011303-5101	\$	207,200.00
EMS/Compensation	EMS/Insurance		

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

RESOLUTION NO. 11-1349

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR TENANT IMPROVEMENTS TO DELAWARE COUNTY EMS STATION #7:

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

WHEREAS, Delaware County received bids for Bid Package 1 General Trades, Bid Package 2 HVAC, Bid Package 3 Plumbing, and Bid Package 4 Electrical for the project Tenant Improvements to Delaware County EMS Station #7 on September 15, 2011; and

WHEREAS, the total of all bids received is in excess of ten percent above the entire estimate; and

WHEREAS, section 153.12 of the Revised Code prohibits entering into a contract if the price of the contracts is in excess of ten percent above the entire estimate;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby rejects all bids received for the Tenant Improvements to Delaware County EMS Station #7.

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

RESOLUTION NO. 11-1350

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE RE-BID FOR BID PACKAGE 1 GENERAL TRADES, BID PACKAGE 2 HVAC, BID PACKAGE 3 PLUMBING, AND BID PACKAGE 4 ELECTRICAL FOR THE PROJECT TENANT IMPROVEMENTS TO: DELAWARE COUNTY EMS STATION #7 AT 7177A NORTHGATE WAY WESTERVILLE, OHIO 43081:

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

Whereas, the Facilities Supervisor recommends the bid opening date and time for bid package 1 general trades; bid package 2 HVAC; bid package 3 plumbing and bid package 4 electrical for tenant improvements to Delaware County EMS Station #7 at 7177a Northgate Way Westerville, Ohio 43081;

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the bid opening date of **10:00AM on, December 14, 2011; at 101 North Sandusky Street, Delaware, Ohio 43015**, for bid package 1 general trades; bid package 2 HVAC; bid package 3 plumbing and bid package 4 electrical for tenant improvements to Delaware County EMS Station #7 at 7177a Northgate Way Westerville, Ohio 43081.

Delaware County Board of Commissioners
NOTICE TO BIDDERS

Notice to bidders are posted on the Internet and may be viewed on Delaware County’s web site at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bid will be received by the Board of Commissioners, Delaware County, Ohio for the following project:

Re-Bid:
Tenant Improvements to:
DELAWARE COUNTY EMS STATION #7
WESTERVILLE, OHIO 43081

Bids will be received until:

Until 10:00 AM on Wednesday December 14, 2011.

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Bids are to submitted to and will be opened at:

Delaware County Board of Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

Bids are to be submitted in accordance with the drawing and specifications prepared by:

Gardner Architects
5 E. Winter Street, Suite 300
Delaware, Ohio 43015

Hill Engineering
3 W. Central Ave.
Delaware, Ohio 43015

Bids will be received for the following packages:

Description	Base Bid Estimate	Estimate of Alternates
Bid Package 1 General Trades	\$74,500	N/A
Bid Package 2 HVAC	\$18,000	N/A
Bid Package 3 Plumbing	\$24,000	N/A
Bid Package 4 Electrical	\$19,000	N/A

A pre-bid meeting will be held on **December 6, 2011** at 10:00 AM on site at:
DELAWARE COUNTY EMS STATION #7
7177 A Northgate Way
Westerville, OH 43081-3015

Contract Documents may purchased directly from Key Blue Prints. Prospective Bidders shall make prior arrangements with Key Blue Prints at (614) 228-7592 or online at www.plankey.com to purchase required quantities of plans and specification.

A Bid Guaranty must be submitted with each bid over \$10, 000

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

Delaware County Facilities Management Office
1405 US Rte 23 North
Delaware, Ohio 43015

F.W. Dodge McGraw Hill/Builders Exchange
1175 Dublin Road
Columbus, Ohio 43215

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

RESOLUTION NO. 11-1351

IN THE MATTER OF APPROVING AN APPLICATION FOR APPROVAL OF FULL AND FINAL SETTLEMENT AND DISMISSAL OF ALL CLAIMS IN THE MATTER OF CHRISTOPHER MCKINNEY:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the application for approval of full and final settlement and dismissal of all claims in the matter of Christopher Mckinney.

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

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-No Reports

Commissioner Thompson
-No Reports
-No Session Thursday; Happy Thanksgiving

Commissioner Stapleton

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-Today Is The Last Session For Andrew Tobias, From The Delaware Gazette; Starting A New Job In Dayton

RESOLUTION NO. 11-1352

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 11-1353

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 10:08AM.

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

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners