

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 21, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-289

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 18, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 18, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-290

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0320 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0320:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0320, Procurement Card Payments in batch number PCAPR0320 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO Add a Line			
City of Delaware	40% Share Municipal Court	10029203-5319	\$ 224,574.00
PR Number	Vendor Name	Line Description	Line Account
			Line Amount
JOBS AND FAMILY SERVICES – SERVICES AND CHARGES			
R1303220	BOARD OF DEVELOPMENTAL DISABILITIES	LOCAL CLUSTER DC	22511607-5342
			5,694.00
SANITARY ENGINEER – SERVICES AND CHARGES			
R1303235	TROPHY INDUSTRIAL MAINTENANCE	REPAIR OF ROTARY LOBED BLOWER	66211903-5328
			8,225.00

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

RESOLUTION NO. 13-291

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Matthew Smith and Wendy Shannon attend a Hearing Officer Round Table Training in Knox County April 4, 2013; at no cost.

The EMS Department is requesting that Peter Halpin attend an Advanced Stroke Life Support Instructor Training in Columbus, Ohio May 18, 2013 at no cost.

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The EMS Department is requesting that Jude James attend an Advanced Stroke Life Support Instructor Training in Columbus, Ohio May 18, 2013 at no cost.

The EMS Department is requesting that Charles Roderick attend a Simulation User Network Training in Columbus, Ohio March 27, 2013 at no cost.

The Court of Common Pleas (Adult Court Services) is requesting that Ryan Swinehart attend a Fire Arms Qualification Course in London, Ohio May 13-17, 2013; at the cost of \$525.00 (fund number 25622303).

The Court of Common Pleas (Adult Court Services) is requesting that Doug Missman and Tamar Fowler attend a Regional Forensic Course in Columbus, Ohio April 19, 2013; at the cost of \$60.00 (fund number 25622303).

The 911 Department is requesting that Yvett Hatten attend a Run Card Building Course thru the Alerts System at various times in 2013; at the cost of \$1,000.00 (fund number 21411306).

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

RESOLUTION NO. 13-292

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY CORONER'S OFFICE:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Coroner, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	County Coroner
Office/Department:	Coroner's Office
Daily spending per card:	\$2,500.00
Monthly spending per card:	\$2,500.00
Single transaction limit:	\$2,500.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	25

Name on Card 1:	John R. Sudimack
Department Coordinator:	Brad Higgins

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

RESOLUTION NO. 13-293

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND WB REPUBLIC BUILDERS LLC FOR THE DELAWARE COUNTY HAYES BUILDING PARKING LOT EXPANSION, BID PACKAGE 1 – GENERAL CONTRACTOR:

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Board Of Commissioners and WB Republic Builders LLC for The Delaware County Hayes Building Parking Lot Expansion, Bid Package 1 – General Contractor;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with WB Republic Builders LLC for The Delaware County Hayes Building Parking Lot Expansion, Bid Package 1 – General Contractor.

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CONTRACT

This Contract made by and between:

**WB Republic Builders LLC
7242 St Rt 656
PO Box 150
Sunbury, OH 43074**

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

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

ARTICLE 1

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

Delaware County
Hayes Building Parking Lot Expansion
140 N. Sandusky Street
Delaware, OH 43015
Bid Package 1 – General Contractor

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$195,796.19 (the “Contract Price”), based upon the Bid Form, dated Feb 14, 2013, submitted by the Contractor.

Base Bid - \$195,796.19
Alternate - N/A

Total Contract Amount = \$195,796.19

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

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 45 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000

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More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Campaign Contributions Compliance with ORC § 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.

ARTICLE 5

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

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original

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Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 13-294

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE COURT OF COMMON PLEAS AND THE PROSECUTOR'S OFFICE:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

Delaware County Court of Common Pleas

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- 1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2013 through 12/31/2013, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

- 3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$132.55 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or

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- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$53,020.17

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$18,026.85	Local Sources
FFP Reimbursement	\$34,993.32	
Total IV-D Contract Cost	\$53,020.17	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

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12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under

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this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

- 24C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Delaware County Prosecutor's Office

**Ohio Department of Job and Family Services
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/01/2013 through 12/31/2013, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under ORCode Section 2912.21.

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The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

9. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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10. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$92.14 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$64,499.38

11. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$21,929.79	Local Sources
FFP Reimbursement	\$42,569.59	
Total IV-D Contract Cost	\$64,499.38	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

12. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

13. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

14. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

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When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
25. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
26. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
27. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
28. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
29. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
30. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

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- 31. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 32. Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 33. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 34. Termination:** This IV-D Contract may be terminated:
- 24A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 24B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 24C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

RESOLUTION NO. 13-295

IN THE MATTER OF AMENDING THE PUBLIC ASSISTANCE CASE REVIEWER SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND NANCY AXLINE:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract amendment with Nancy Axline:

**AMENDMENT TO AGREEMENT FOR PUBLIC ASSISTANCE CASE REVIEWER
AMENDMENT NO. 1**

This amendment, is to amend the Agreement for Public Assistance Case Reviewer between the Delaware County Department of Job and Family Services and Nancy Axline entered into on the 1ST day of January, 2013.

TERM: Change end date to December 31, 2013

REMUNERATION: The total amount of services to be reimbursed under this contract is increased to **\$25,000**.

This agreement signed on the 26th day of November, 2012. Resolution #12-1190

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

RESOLUTION NO. 13-296

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

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

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

Therefore, be it resolved, that the Delaware County Board Of Commissioners approve the Contract with The Delaware County Transit Board.

**2013 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 April 2013 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 which the DCTB will provide specific transportation services to referred individuals.
2. **TERM:** This Contract will be effective from April 1, 2013, or upon the date the last party signs the Contract, through March 31, 2014 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:
 - Within Delaware City
 - 1 Passenger \$10.00 per trip
 - 1 companion No Charge
 - More than 1 companion \$5.00 per companion
 - Within Delaware County (origin or destination is outside of Delaware City)
 - 1 Passenger \$2.50 / mile
 - 1 companion No Charge

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- More than 1 companion \$1.25 / mile per companion
- Within State of Ohio (origin or destination is outside of Delaware County)
- 1 or more Passengers¹ \$42.00 per hour

Additional Service Charges

- Fuel Service Charge² \$0.05 per loaded mile
 - Additional Door to Door Transportation: \$ 7.00 per trip
 - Other Necessary Passenger Assistance: \$ 7.00 per trip
 - Service Time Charge (wait time): \$ 7.00 per 10 minutes
 - Personal Care Attendant (PCA or AIDE) No Charge
- DATA's General Public No-Show Cancellation Policy Applies to all transportation
- Cancellations³: No Charge
 - No Show/Dead Run⁴: 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) at either the origin or 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.

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 \$170,000 Dollars and No Cents (\$170,000.00).

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

¹ Hourly rate applies from origin pickup to origin return in 10 minute increments. If origin is outside Delaware City, time will be calculated from 140 N Sandusky St to Origin and return. Travel time is based on Google Maps plus appointment time.

² 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

³ Cancellation penalties shall apply to scheduled trips if cancelled after 2:00 PM of the day prior to the trip.

⁴ No Show/Dead Run penalties shall apply to scheduled trips that are not cancelled at least one hour prior to the scheduled pick up time.

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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.
 - 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.

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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 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

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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 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. 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

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purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- 28. 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:

<p>DCTB:</p> <p>Delaware County Transportation Board 119 Henderson Court Delaware, Ohio 43015</p> <p>Fax: (740) 362-7603</p>	<p>DCDJFS:</p> <p>Delaware County Department of Job and Family Services 140 N. Sandusky Street Delaware, Ohio 43015</p> <p>Fax: (740) 833-2302</p>
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- 29. FINDINGS FOR RECOVERY: DCTB certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-297

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County own the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy River Sweep, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 1, 2013 to June 30, 2013 for the Great American Clean Up, and yet to be determined dates for the Olentangy Watershed Spring River Sweep and the Scioto River Valley Federation River Sweep in the early fall.

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

RESOLUTION NO. 13-298

IN THE MATTER OF MODIFYING THE BOUNDARY OF THE DELAWARE COUNTY REGIONAL 1A SEWER DISTRICT:

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

WHEREAS, pursuant to section 6117.01(B)(1) of the Revised Code, for the purpose of preserving and promoting the public health and welfare, a board of county commissioners may lay out, establish, consolidate, or otherwise modify the boundaries of, and maintain, one or more sewer districts within the county and outside municipal corporations; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established the Regional 1A Sewer District, which is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

WHEREAS, the current boundary for the Regional 1A Sewer District bisects the properties currently owned by Katherine Benalcazar and identified with the following Parcel Identification Numbers:

31713001029000	31713001036003
31713001036000	31713001036004
31713001036001	31713001036005
31713001036002	31713001038000

(the "Benalcazar Parcels"); and

WHEREAS, the owner of the Benalcazar Parcels has requested that the Board modify the boundary of the Regional 1A Sewer District to include all of the Benalcazar Parcels, in order to allow for the orderly development of the Benalcazar Parcels and to preserve and promote public health and welfare; and

WHEREAS, the capacity of the existing sewer system is limited by the existing infrastructure and the modification of the boundary does not increase the capacity available. The capacity available is defined by the 15.5 acres currently located within the Regional 1A Sewer District and the final zoning approved by Genoa Township.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby modifies the boundary of the Delaware County Regional 1A Sewer District to include all of the Benalcazar Parcels, finding that said modification is for the purpose of preserving and promoting public health and welfare.

Section 2. The Board hereby directs the Delaware County Sanitary Engineer to cause the official map of the Regional 1A Sewer District to be amended to indicate the modification approved in Section 1 of this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 13-299

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE, LLC FOR DCRSD COLLECTION SYSTEM EMERGENCY SERVICES:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approved the following Agreement with Flowline, LLC for DCRSD Collection System Emergency Services.

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
COLLECTION SYSTEM EMERGENCY SERVICES CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 21st day of March , 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Flowline LLC, 3800 Lockbourne Road, Obetz, Ohio 43207 ("Contractor").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary 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)

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Contractor agrees to furnish, unto the County, emergency services in accordance with the Scope of Services attached hereto (Exhibit "A") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Board and Contractor agree that labor and equipment rates detailed in (Exhibit "B") will be used to invoice the County for all work performed through December 31st 2013. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.15 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$40,000.00 annually in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of contract to December 31st, 2013.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor 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:** Contractor 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:** Contractor 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 **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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor 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 Contractor, 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

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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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests**: Contractor 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. Contractor 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.
- 11.2 **Entire Agreement**: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **Non-Discrimination/Equal Opportunity**: Contractor 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.

Contractor 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.

Contractor 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.

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

- 11.8 **Independent Contractor**: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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**EXHIBIT A
Sanitary Sewer Collection System Backup Service Contract
Scope of Work**

Contractor shall provide the following minimum services as required by Delaware County on an as needed basis:

Tasks

Cleaning of Sewers, Manholes, Force Mains, and Air Release Valves

- Jetting and Vacuuming of sewers and manholes
- Cleaning (pigging) of force mains
- Cleaning and flushing of air release valves
- Cleaning of pump station wet wells including but not limited to the removal of grease, grit, and debris.

Repair of Sewers, Manholes, Force Mains and Air Release Valves

- Repair of gravity sewers by various applicable in situ and open cut methods and in accordance with the Sewer District standards.
- Repair of manholes including but not limited to grouting, epoxy coating, cone and barrel section, risers, lid and frame repair and or replacement
- Repair of force mains of various materials including but not limited to ductile iron, PVC, and HDPE. Force main sizes vary from 2 to 36 inch
- Repair/removal/replacement of air release valves. Valves varying in type, size and configuration
- Replacement and or repair of corporation stop valves
- Replacement and or repair of saddles and taps for valves
- Bypass pumping of sewers, manholes, force mains to facilitate repairs
- Repair of manholes including but not limited to grouting, cone and barrel section, risers, lid and frame repair and or replacement

Contractor shall be capable of the following:

- Confined space entry including under respirator required conditions
- Cleaning and Jetting of sanitary sewers, force mains, and wet wells
- Bypass pumping of pump stations
- Excavation to repair underground facilities
- Disposal of any and all debris collected from cleaning and or jetting activities
- Performance of Tasks as delineated above

Provided Equipment

Contractor shall provide the all equipment to facilitate the completion of the above tasks, including but not limited to:

- Jet truck and required appurtenances capable of jetting up to 800 feet of sanitary sewer with diameters between 6 and 48 inches
- Jet/Vac equipment capable of both on and off road access to sewer system that need maintenance
- Ability to enter manholes and structures (both confined and un confined space) to depths of 55 feet below the adjacent ground surface
- Vacuum Truck with minimum 2000 gallon liquid capacity
- Crane to remove equipment/debris/objects from underground facilities. Crane shall have a rated capacity of not less than 2 tons
- Bypass pumps as needed
- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work

Provided Labor and Materials

Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

Response time:

Contractor shall respond to service calls by the Owner within two (2) hours of receipt of call. Contractor shall provide a means to be reliably contacted twenty four hours a day – seven days a week. If contractor is unable to meet response time requirements as delineated above, the contractor shall immediately inform the County at the particular time of the call or request from the County for assistance.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Flowline, LLC in the total amount of \$40,000 from org key 66211901-5328.

Exhibit B

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November 20, 2012

"EXHIBIT B"

Attn: Rick Thomas
Alum Creek Water Reclamation Facility
7767 Walker Woods Blvd.
Lewis Center, Ohio 43035

RE: 2013 PRICES GOOD THROUGH DECEMBER 31, 2013

Vactor jet rodder truck with operator & labor	\$175.00 per hour *
3200 Gallon Industrial Vacuum Truck with operator	\$170.00 per hour*
Jet truck with operator and labor	\$155.00 per hour *
Jet trailer with operator and labor	\$145.00 per hour *
T.V. Grout truck with operator and labor	\$145.00 per hour *
T.V. Lamps truck with operator and labor	\$160.00 per hour*
Rodding machine with operator and labor	\$130.00 per hour *
Van, service camera, cutter, operator & labor	\$135.00 per hour *
2 ton dump truck with driver	\$ 65.00 per hour *
2 ton dump truck with trailer & driver	\$ 95.00 per hour *
PC - 45 track hoe with operator	\$ 80.00 per hour *
PC - 15 track hoe with operator	\$ 70.00 per hour *
Punchlist completion (includes 2 men, truck & hand tools)	\$115.00 per hour *
Punchlist completion (includes 2 men, truck, pc-15 & hand tools)	\$140.00 per hour *
Labor	\$ 48.00 per hour *
Superintendent and truck	\$ 80.00 per hour *
Foreman and truck	\$ 70.00 per hour *
Confined Space Entry (includes truck, 2 men and safety equipment)	\$160.00 per hour *

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- *prices do not include prevailing wage.
- *prices are for Monday thru Friday 6:00 AM thru 6:00 PM.
- *add \$52.00 per hour for 6:00 PM thru 6:00 AM Monday thru Friday and Saturday.
- *add \$104.00 per hour for Sunday.
- *all charges are port to port with a 4 hour minimum.
- *all water and hydrant permits are extra cost if not furnished.
- *customer to provide dump site if not it will be additional charge.
- *material and dump fees will be billed at cost + 15 percent.
- *additional labor may be needed depending of location of sewer to be cleaned, televised or grouted.
- *root cutting not included in above prices.
- *grout truck includes 8 inch through 12 inch packers only.

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

RESOLUTION NO. 13-300

IN THE MATTER OF ALLOWING COUNTY PARTICIPATION IN THE ANNUAL SERVICES FAIR:

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

WHEREAS, the Services Fair is a combined effort between Delaware County and the City of Delaware and allows employees to attend during working hours to learn about local organizations, vendors and businesses that offer a wide range of information and services.

WHEREAS, participation in the Services Fair will assists employees in securing a healthier work-life and family-life balance.

WHEREAS, the 2013 Services Fair will take place on Friday, April 12, 2013 from 9:00 a.m. until 2:00 p.m. in the Mingo Park gymnasium and employees are encouraged to attend.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners support allowing County participation in the 2013 Services Fair.

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

RESOLUTION NO. 13-301

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends promoting Nortarsha Cork from an Income Maintenance Worker III to a Social Worker III with the JFS Department; effective April 29, 2013;

Therefore Be It Resolved, that the Board of Commissioners promote Nortarsha Cork from an Income Maintenance Worker III to a Social Worker III with the JFS Department; effective April 29, 2013;

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

RESOLUTION NO. 13-302

IN THE MATTER OF APPROVING THE UPDATED FAMILY MEDICAL LEAVE ACT POLICY:

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

Whereas, The Assistant County Administrator/ Director of Administrative Services recommends approval of

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the updated Family Medical Leave Act Policy;

Therefore Be It Resolved, that the Board of Commissioners approve the following updated FMLA Policy:

Subject	Effective	Supersedes Policy	This Sheet	T. Sheets
FAMILY MEDICAL LEAVE ACT (FMLA)	March 21, 2013	1/16/2009	1	31 (including forms)

1.0 Purpose

To ensure that the Delaware County Offices/Departments comply with the federally mandated Family and Medical Leave Act (FMLA) of 1993, the National Defense Authorization Act of 2008 and 2010. This policy meets the applicable federal standards. Additional/other leaves of absences may be approved by the appointing authority pursuant to County policy.

2.0 Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners however, Federal Law requires this of all entities, and therefore, it is recommended that all Offices adopt such a policy to ensure compliance..

3.0 Distribution

To all departments operating under the authority of the Delaware County Board of Commissioners.

4.0 Definitions

- A. *COVERED EMPLOYER* is all public employers, regardless of the number of employees employed, and all private employers with fifty (50) or more employees for each working day during each of twenty (20) or more calendar workweeks in the current or preceding calendar year. (Twenty (20) calendar weeks do not need to be consecutive.)
- B. *ELIGIBLE EMPLOYEE* is a person:
 - 1. employed by the County for twelve months, which need not be consecutive; however, employment periods prior to a break in service of seven years or more need not be counted unless the service was caused by fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA) or unless specified differently in a collective bargaining agreement;
 - 2. has worked or been in a paid status (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.) at least 1250 working hours in the twelve (12) month period prior to the date on which leave is to commence, and
 - 3. is employed at a worksite where fifty (50) or more employees are employed by the employer or the employer employs fifty (50) or more employees within seventy-five (75) miles of the worksite.
- C. *PAID STATUS* is time away from work with pay or FMLA leave, (e.g. vacation, sick leave, holiday pay, compensatory time, previous FMLA leave, etc.).
- D. *UNPAID LEAVE* is time taken away from work without pay. FMLA leave may be unpaid leave, but will be classified as paid status although the employee will not accrue service time or seniority during unpaid FMLA. Unpaid leave not qualified as FMLA leave will not be classified as paid status.
- E. *INTERMITTENT LEAVE* is leave taken by an employee in blocks of time, or by reducing their normal weekly or daily work schedule.
- F. *SERIOUS HEALTH CONDITION* means an illness, injury, impairment, or physical or mental condition that involves either:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection to such inpatient care; OR

2. Continuing treatment by a health care provider, which includes:

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A period of incapacity lasting **more than three consecutive, full calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

a. Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); OR

b. One Treatment by a health care provider on **at least one occasion** which results in **a regimen of continuing treatment** (i.e., an in-person visit within 7 days of the first day of incapacity with a continuing regimen of treatment such as prescription medication, physical therapy, etc.

3. Pregnancy

Any period of incapacity due to **pregnancy** or **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

a. Requires **periodic visits** of at least two visits per year for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

b. Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

c. May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

5. Permanent/Long Term Conditions Requiring Supervision

A period of **incapacity** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition **that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include** routine physical examinations, eye examinations, or dental examinations.

A **regimen of continuing treatment** includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A **regimen of treatment does not include** the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Conditions That Typically Are Not Serious Health Conditions Under The FMLA

1. Cosmetic treatments, such as for acne or plastic surgery, except after an injury or removal of a cancerous growth or if complications develop.
2. Common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), or routine dental or orthodontia problems, unless complications develop.

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3. Allergies or mental illness resulting from stress unless all requirements of serious health condition are met.
 4. Substance abuse unless absence is for treatment.
- G. *HEALTH CARE PROVIDER* means:
1. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
 2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law, or
 3. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
 4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
 5. Any health care provider recognized by the employer or the employer's group health plan benefits manager.
- H. *IMMEDIATE FAMILY MEMBER* includes a spouse, parent, or son or daughter under eighteen (18) unless disabled. It does not include non-disabled adult children, unmarried partners, in-laws, siblings, grandparents, or other relatives, unless the person stood in *loco parentis* to the employee before the employee reached the age of majority.
- I. *ACTIVE DUTY*.—The term "active duty" means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
- J. *COVERED SERVICEMEMBER*.—The term "covered service member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness or the aggravation of an existing or pre-existing injury, of an active duty service member of the armed forces. A "covered service member" also includes veterans undergoing treatment, recuperation or therapy for an illness or injury incurred in the line of duty as long as the veteran was a member of the Armed Forces, National Guard or Reserves within five years of requiring care.
- K. *OUTPATIENT STATUS*.—The term "outpatient status", with respect to a covered service member, means the status of a member of the Armed Forces assigned to—
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- L. *NEXT OF KIN*.—The term "next of kin", used with respect to an individual, means the spouse, son, daughter, parent or nearest blood relative of that individual.
- M. A "serious injury or illness", for purposes of the 26 week military caregiver leave means either:
- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; or
 - b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50

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percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

5.0 Policy

Leave Entitlement

- A. In accordance with the federal Family and Medical Leave Act of 1993 and the National Defense Authorization Act, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks during any (12) twelve month period measured backward from the date the leave commences for one of the following reasons:
- 1. for the birth and care of the newborn child of the employee;
 - 2. for placement with the employee of a son or daughter for adoption or foster care;
 - 3. to care for an immediate family member including a spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee's parent (but not parent in-laws), of the employee, with a serious health condition;
 - 4. to take medical leave when the employee is unable to work because of a serious health condition; or
 - 5. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the Regular Armed Forces, National Guard or Reserves.
- B. Spouses employed by the same employer are limited to a combined total of 26 workweeks in a single 12 month period if the leave is to care for a covered service member.
- Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for an immediate family member who has a serious health condition.
- C. Leave for birth and care of a newborn, or placement of a child for adoption or foster care must conclude within 12 months of the birth or placement.
- D. Under certain circumstances, employees may take FMLA leave intermittently either by taking leave in blocks of time or by reducing their normal weekly or daily work schedule.
- 1. If FMLA is for birth and care of a newborn or placement of a child for adoption or foster care, use of intermittent leave is subject to the employer's approval.
 - 2. FMLA leave may be taken intermittently only when there is a medical need for leave **and** the need is best accommodated via intermittent leave in order to care for a seriously ill family member, or because the employee is seriously ill and unable to work.
 - 3. FMLA leave may be taken intermittently to care for a covered service member with a serious health condition or injury or for a qualifying exigency arising out of active duty status or call to active duty of a covered military member.
 - 4. Intermittent or reduced schedule leave may be taken by the employee in any size increments, and Delaware County shall charge intermittent or reduced schedule FMLA leave against the employee's twelve (12) workweek or twenty-six (26) work week (where eligible) total by the quarter hour (15 minute) increment.
 - 5. Employees using any form of intermittent leave for planned medical treatment must make reasonable efforts to schedule medical treatment so as not to unduly disrupt business operations.
 - 6. Employees using intermittent leave due to chronic conditions may be asked to provide re-certification every thirty (30) days in connection with an absence.
- E. If leave to care for an immediate family member or for the employee's own serious health condition is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt the County's operation or interfere with the employee's work

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schedule.

- F. All employees shall be required to substitute all accrued but unused compensatory time, vacation, personal, family, or sick leave for unpaid FMLA leave with the following limitations:
1. Employees shall not utilize sick leave to be substituted for FMLA leave unless the situation involves a serious health condition. Under the FMLA, sick leave shall not be used for the birth or placement of a child unless it is used for the employee's own recovery after giving birth or for care of an ill family member.
 2. The utilization of sick leave for the care of an ill family member following birth or placement of a child shall only be approved when medical evidence of a serious health condition is provided on the proper form (U.S.D.O.L. Form WH-380 F, Certification of Health Care Provider).
 3. Employees shall substitute paid leave for unpaid FMLA leave in the following order:
 - a) for the birth and care of the newborn child of the employee:
 - sick leave shall be utilized for the extent of inpatient care in the hospital and continued to the extent as certified by a qualified health care provider as a serious health condition,
 - thereafter, all accrued compensatory time shall be utilized until exhausted or the employee returns to work,
 - all accrued vacation leave shall be utilized until exhausted or until the employee returns to work.
 - b) for placement with the employee of a son or daughter for adoption or foster care:
 - all accrued compensatory time shall be utilized until exhausted or the employee returns to work,
 - all accrued vacation leave shall be utilized until exhausted or until the employee returns to work.
 - c) to care for an immediate family member of the employee with a serious health condition or for the employee's own serious health condition:
 - sick leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,
 - all accrued compensatory time shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition,
 - all accrued vacation leave shall be utilized until exhausted or until the employee or his/her immediate family member no longer has the serious health condition.
 - d) for "qualifying exigency" leave, accrued leaves shall be utilized in accordance with County policy.

- G. Even if the employee does not designate or request that absence be covered under the FMLA, the County may, upon proper notification, designate a qualifying absence as FMLA leave.

When an employee seeks leave due to a FMLA qualifying reason for which the employer has previously provided the employee FMLA protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

- H. "Next of Kin" / Military Caregiver Leave: In accordance with the National Defense Authorization Act of 2008 and 2010, an eligible family member of a covered service member will be able to take up to 26 workweeks of leave in a "single 12-month period" measured forward from the date the leave commences to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. This 26 workweek entitlement is a special provision that extends FMLA job-protected leave beyond the normal 12 weeks of FMLA leave. This provision also extends FMLA protection to additional family members (i.e., next of kin) beyond those who may take FMLA leave for other qualifying reasons and may be taken intermittently.
- This type of leave may be used by family members of veterans to care for veterans undergoing treatment, recuperation or therapy for a serious illness or injury incurred in the line of duty, as long as the illness or injury was within five years of the date of treatment, recuperation or therapy. The coverage applies even if the injury or illness manifested itself after the service member's discharge from military service.

The National Defense Authorization Act of 2010 also expands military caregiver leave so that

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employees may use FMLA to care for a covered service member's serious injury or illness incurred because service on active duty aggravated an existing or preexisting injury or injuries.

- J. "Qualifying Exigency" Leave: This military leave entitlement helps families of members of the regular armed forces when deployed to a foreign country, as well as members of the National Guard and Reserves manage their affairs while the member is on active duty. This provision makes the normal 12 workweeks in a rolling calendar year of FMLA job-protected leave available to use for "any qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty. "Qualifying Exigency Leave" may be taken intermittently when necessary.
1. Qualifying Exigencies:
 - a. Short-notice deployment of 7 days or less;
 - b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
 - c. To arrange for childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
 - d. To take care of financial and legal affairs and matters for a covered military family member;
 - e. To attend non-health care provider counseling arising from active duty in the military or the call to active duty status of the covered military member;
 - f. Up to ~~five~~ fifteen days to spend time with a covered military service member on rest and recoupment leave during deployment;
 - g. Attending to certain post deployment activities including attending arrival ceremonies, reintegration briefings, and events and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status and addressing issues arising from the death of a covered military member.
 - h. Additional activities not encompassed in the other categories, but agreed to by Delaware County and the employee.
- K. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the "single 12 month period". Only 12 of the 26 weeks total may be for a FMLA qualifying reason other than to care for a covered service member.

Maintenance of Health Benefits

- A. As required under the FMLA, Delaware County will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will be made for employees to continue to pay their share of health insurance premiums while on leave. Payment must be made by the first day of each month with a thirty (30) day grace period or benefits shall terminate.
- B. If the employee chooses not to continue coverage while on leave, upon proper return to work, the employee shall be reinstated into the plan on the same terms as prior to commencement of leave.
- C. As allowed under the FMLA, Delaware County shall make every effort to recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave without medical justification.

Job Restoration

- A. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.
- B. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted

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against the employee under a “no fault” attendance policy. This includes salary increases that are across the board or for cost of living received by all employees in the same job classification.

- C. If paid leave is substituted for FMLA, then the employee shall continue to accrue service time during that paid status. If FMLA is unpaid leave, the employee shall not accrue service time or seniority during the unpaid status.
- D. Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, Delaware County may refuse to reinstate certain highly paid “key” employees (highest paid 10% of all employees) after using FMLA leave during which health coverage was maintained. In order to do so the Delaware County must:
 - 1. Notify the employee of his/her status as a “key” employee in response to the employee’s notice of intent to take FMLA leave;
 - 2. Notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
 - 3. Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice, and
 - 4. Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration

Other Provisions

- A. Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave.

Procedure for Administration

In accordance with the federal Family and Medical Leave Act of 1993 and the National Defense Authorization Act, an eligible employee is entitled to an unpaid leave of absence of up to twelve (12) workweeks measured backward from the date the leave commences or twenty six (26) workweeks measured forward from the date the leave commences (if the leave is for military caregiver leave).

(The Supervisor should provide his/her employee with a copy of the FMLA policy including the appropriate U.S. Department of Labor’s certification form and notify Human Resources when the employee misses work or will miss work due to one of the following reasons):

- 1. for the birth and care of the newborn child of the employee;
 - 2. for placement with the employee of a son or daughter for adoption or foster care;
 - 3. to care for an immediate family member (spouse, child under 18 years of age or child 18 years or older if incapable of self-care because of mental or physical disability, or the employee’s parent (but not parent in-laws) of the employee with a serious health condition; or
 - 4. to take medical leave when the employee is unable to work because of a serious health condition.
 - 5. military caregiver leave;
 - 6. qualifying exigency leave.
- A. Employees must provide notice when a qualifying event occurs and/or is planned to occur as follows:
 - 1. For foreseeable need for leave, including prenatal visits, the employee must provide thirty (30) days notice to the employer; if thirty (30) days is not possible, then as soon as practical, or
 - 2. For unforeseeable need for leave, employees must notify the employer as soon as practical.
 - 3. An employee must complete the appropriate leave form and submit it to their supervisor, director or appointing authority for approval along with the appropriate FMLA forms.
 - 4. If the employee has been absent from work for one of the qualifying reasons without providing the above notice, that leave may be considered as part of the 12 work week period (or 26 workweek period for military care giver leave) upon the employer discovering the qualifying event depending upon the reason for the failure to provide proper notice. Any further leave the employee is entitled to take under this policy will be for 12 workweeks (or 26 workweek period for military care giver leave) less the amount of such absent time previously taken.

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5. The employee should provide notice by completing the appropriate forms as indicated within this policy. (Form A, Application for Family or Medical Leave).
 6. If the employee has incurred previous absences for one of the qualifying reasons, he/she shall complete Form A1, Explanation of Prior Leave.
 7. Failure to honestly complete FMLA forms in the prescribed manner may result in FMLA leave being rejected or revoked and the possibility of disciplinary action up to and including termination.
- B. Upon receipt of an Application for Family or Medical Leave, Delaware County shall either approve FMLA leave or require medical certification of the initial need for leave of an employee's annual FMLA entitlement. The County will give this indication of approval or request for appropriate medical, qualifying exigency or military caregiver certification by completing the appropriate U.S.D.O.L. Certification Forms. The County will notify the employee of eligibility / ineligibility within five (5) business days after leave is requested or it has knowledge the leave is for an FMLA reason, absent exigent circumstances. If the employee will use paid time for the majority of the leave, the employee must complete a "Leave Request Form" and submit the form to his/her supervisor. If the majority of the employee's leave will be unpaid, a request for leave form and an employee action form with appropriate approvals must be completed.
1. The employee shall provide such certification to Delaware County within fifteen (15) days after receiving the requirement to provide such certification. The employee shall use U.S.D.O.L. Form WH-380 E (employee) or F (family), Certification of Health Care Provider to provide this certification in cases involving a serious health condition of the employee or eligible family member. In cases involving serious injury or illness of a covered service member for military family leave the employee must use U.S.D.O.L Form WH-385 or use Form WH-384 for certification of qualifying exigency for military family leave. All entries within the certification must be answered sufficiently and completely.
 - a) Delaware County Human Resources may contact the employee's doctor or service provider directly to authenticate / clarify the certification.
 - b) Delaware County may request subsequent certifications every 30 days, upon expiration of the period specified in the certification, when circumstances change, or when the validity of the certification is in doubt.
 - c) Failure of the employee to provide a complete and sufficient certification in a timely manner may result in:
 - For foreseeable leave, leave may be denied until a complete and sufficient certification is received,
 - For unforeseeable leave, continuation of leave may be denied, and
 - If certification is never received, if the certification is incomplete or is insufficient FMLA leave will be denied.
 - d) Expenses for all such certifications, including subsequent certifications and clarifications, shall be paid by the employee or by insurance, if covered.
 2. Delaware County may obtain a second medical opinion from a health care provider of Delaware County's choice at the expense of Delaware County.
 3. If the employee's medical certification and the second medical opinion disagree, Delaware County may require a third, final, and binding evaluation of the employee by a health care provider selected mutually by Delaware County and the employee. The cost of the third evaluation shall be borne by Delaware County.
- C. Prior to an employee's return to work for FMLA leave due to his/her own serious health condition, the employee shall provide a fitness-for-duty certification from a health care provider showing that the employee can perform the functions of his/her position. The employee shall not return to work until such certification is provided and may be terminated at the expiration of leave if fitness-for-duty certification is not provided and the employee does not have other leave (e.g., sick leave, compensatory, vacation, or personal leave, if granted) to cover further absence. The employee shall utilize Form C, Health Care Provider's Certification of Ability to Return to Work, as the fitness- for- duty certification.

Employer Responsibilities

- A. The County will post an approved Department of Labor FMLA notice in a conspicuous place.
- B. The employer will provide a copy of this policy to each employee and provide training periodically as needed on the employee's rights and responsibilities under the FMLA.

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APPLICATION FOR FAMILY OR MEDICAL LEAVE

I hereby apply for family/medical leave for the following reason, (check one):

- because of the birth of my son or daughter and in order to care for my son or daughter
because of the placement of a son or daughter with me for adoption of foster care
in order to care for my spouse, or a son, daughter, or parent who has a serious health condition
because of my serious health condition that makes me unable to perform the functions of my position
In accordance with the National Defense Authorization Act of 2008 to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty
Qualifying extigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

I am in need of this leave beginning on (date) and I expect the leave to continue until on or about (date)

(You must have an estimated leave/return date)

I certify that I meet the eligibility requirements as set forth in the Family and Medical Leave Policy. If I am applying for leave because I have a serious health condition or a member of my immediate family does, I am supplying medical certification in accordance with the Family and Medical Leave Policy.

I authorize my employer to contact my treating health care provider for information or clarification about my medical certification. I agree to cooperate fully with my treating health care provider's course of treatment. I release any and all medical personnel with knowledge of my condition to communicate with my employer for the purpose of certifying or clarifying my certification. I agree that if my leave is due to my own serious health condition that before being permitted to return to work, I will present a certification from my health care provider that I am able to resume work (Form C).

I understand that I must pay my portion of health benefits, if applicable, by the first day of the month. I further understand that if I do not return to work after my leave for any reason but a continuance, recurrence, or onset of a serious health condition or other circumstances beyond my control, I will be obligated to repay to my employer the amount of my health insurance premiums that it contributed on my behalf during my leave. I agree that said repayment may be made by deductions from any remaining paychecks.

I understand that any FMLA leave might be otherwise substituted and reduced by paid leave in accordance with the Family and Medical Leave Policy. If I have been absent previously during this calendar year, I have attached Form A1, as a written explanation of this leave. I agree to supplement this explanation with medical certification if I am requested to do so by my employer.

Printed Name Address
Employee Signature Date
Employee home email address

FORM A1

EXPLANATION OF PRIOR LEAVE

Under the Family and Medical Leave Act of 1993, prior leave used may be qualified as a portion of the 12 weeks of FMLA leave if certain criteria are met. To determine whether this qualification is met, please complete the following certification.

I hereby certify that my previous absence(s) during this calendar year has (have) been for the following reason(s):

Number of Days:

- because of the birth of my son or daughter or because of the placement of a son or daughter with me for adoption or foster care.
in order to care for my spouse, or a son, daughter, or parent who has a serious health condition.
because of my serious health condition that makes me unable to perform the functions

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of my position.

because of other reasons.

Employee

Office/Department

Date

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act) WH-380E

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

OMB Control Number: 1215-0181

SECTION I: For the Completion by the Employer

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: Delaware County Human Resources - Brad Euans - 740-833-2127

Employee's job title: Regular work schedule:

Employee's essential job functions:

Check if job description is attached:

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name:

First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address:

Type of practice / Medical specialty:

Telephone: () Fax:()

Part A: MEDICAL FACTS

1. Approximate date condition commenced:

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Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___No ___Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___Yes.

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___No ___Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Part B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?

___No ___Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___No ___Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?

___ No ___ Yes . If so, explain:

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Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act) WH-380-F

U.S. Department of Labor Employment Standards Administration Wage and Hour Division

OMB Control Number: 1215-0181

SECTION I: For the Completion by the Employer

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: Delaware County Human Resources - Brad Euans

10 Court Street 2nd Floor Delaware, Ohio 43015 Phone 740-833-2127 Fax 740-833-2119

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: First Middle Last

Name of family member for whom you will provide care: First Middle Last

Relationship of family member to you:

If family member is your son or daughter, date of birth:

Describe care you will provide to your family member and estimate leave needed to provide care:

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Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

Part A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___No ___Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___No ___Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___ No ___ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ___ No ___ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? ___No ___Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?
___ No ___ Yes.

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Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily Activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

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FORM C

HEALTH CARE PROVIDER'S CERTIFICATION OF ABILITY TO RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential functions of his or her job with Delaware County as of _____ (date).

Health Care Provider signature

Address

Telephone Number

Date

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

RESOLUTION NO. 13-303

IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR AND OTHER STAFF FOR CERTAIN ADMINISTRATIVE MATTERS:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, the County Administrator may be absent or unavailable, requiring the appointment of an acting county administrator to perform the duties delegated pursuant to section 305.30 of the Revised Code; and

WHEREAS, pursuant to section 4115.071 of the Revised Code, the Board shall designate and appoint an employee to serve as prevailing wage coordinator for all contracts subject to prevailing wage requirements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby delegates the following authority and duties to the County Administrator, pursuant to section 305.30 of the Revised Code:

- a. Upon prior notice to each Commissioner, negotiate, approve, and execute contracts, agreements, or change orders that are for amounts not exceeding Fifteen Thousand Dollars (\$15,000) and that are for a period of one year or less;
- b. Negotiate and execute settlement agreements for pending or threatened litigation, provided discussion thereon is conducted in a lawful executive session with all members of the Board present;
- c. Review and approve departmental payrolls for all departments under the direction and control of the Board;
- d. Review and approve requests for unpaid leaves of absence for up to two weeks;
- e. Approve requests for leave for the County Administrator, provided notification is given to each Commissioner and the requested leave is within the County Administrator's available leave balances;
- f. Review and approve, and execute any documents in furtherance of, all personnel actions requiring appointing authority or designee approval, except the County Administrator shall not approve any action that involves the following:
 - (1) a favorable employment action, such as a promotion or pay increase, unless the favorable employment action has been approved by prior Board action;
 - (2) an action that may result in an appeal to the State Personnel Board of Review; or
 - (3) any discipline involving the suspension of a supervisory employee, unless and until the County Administrator has notified the Board of the proposed discipline.
- g. Review, in conjunction with the Assistant County Administrator/Director Of Administrative Services, all requests for leave under the Family and Medical Leave Act ("FMLA"), and approve those requests that meet FMLA requirements and all requests for leave under Worker Compensation and approve those requests that meet Worker Compensation requirements;
- h. Serve as the Contract Administrator, having general supervision over the contract and any work performed thereunder, for any contracts or agreements the Board has entered into and not specifically designated a Contract Administrator;
- i. Request written opinions or instructions from the Prosecuting Attorney on behalf of the Board and coordinate the services provided by all outside counsel retained by the Board pursuant to sections 305.14 and 309.09 of the Revised Code;
- j. Upon prior notice to each Commissioner, execute last chance agreements for employees in departments under the direction and control of the Board;
- k. Review and approve requests for tuberculosis treatment financial assistance submitted pursuant to section 339.71, *et seq.*, of the Revised Code, provided the requested amount does not exceed the contracting authority limit established in this Resolution; and
- l. Accept gifts, devises, bequests, or other donations on behalf of the county, pursuant to section 9.20 of the Revised Code, provided that the value thereof is less than \$500.00, that notice of each acceptance is provided to each member of the Board, and that a detailed report of all gifts, devises, bequests, or other

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donations accepted is provided to the Board within fifteen (15) days after the end of the fiscal year in which the acceptance occurred.

Section 2. The Board hereby declares that Resolution No. 10-211, delegating to the County Administrator the authority to carry out certain functions of the Board during a disaster or emergency, shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, the County Administrator shall, to the extent practicable, inform all members of the Board and the Clerk to the Board in writing of the absence and its expected duration. In the event the County Administrator is unavailable or expected to be absent for less than or equal to two weeks, the Board hereby designates the Assistant County Administrator/Director of Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Subsections c, d, f, g, h, j, k, and l of Section 1.

For absences of both the County Administrator and the Assistant County Administrator/Director of Administrative Services the Board hereby designates the Fiscal Services Director as the Acting County Administrator with authority to perform all functions delegated in Subsections c, k, and l of Section 1.

All other functions delegated in Section 1 shall revert to the Board during the County Administrator's absence. For absences expected to be longer than two weeks, all functions delegated in Section 1 shall revert to the Board during the County Administrator's absence unless the Board specifically delegates any or all of those functions by separate action of the Board.

Section 4. The Board hereby designates and appoints the following employees to serve as prevailing wage coordinator for the specified contracts that are subject to prevailing wage requirements:

- a. The Delaware County Engineer, for all Motor & Gas and Road & Bridge projects;
- b. The Director of Environmental Services, for all Environmental Services Fund projects;
- c. The Director of Economic Development, for all Economic Development Fund and Grant projects;
- d. The Manager of Facilities, for all other projects.

Section 5. This Resolution supersedes Resolution No. 13-122 and shall take effect immediately upon adoption.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended A MOPRC Round Table Discussion
-Participated In The Meals On Wheels Event On Wednesday

Commissioner Stapleton
-No Reports Today

Commissioner O'Brien
-Attend The General Health District's Annual Council Meeting; Appointed New Board Member;
Upcoming Renewal Levy

RESOLUTION NO. 13-304

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:08AM.

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

RESOLUTION NO. 13-305

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:25AM.

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

RESOLUTION NO. 13-306

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IN THE MATTER OF APPLYING FOR AUTHORIZATION TO EMPLOY LEGAL COUNSEL TO ASSIST THE BOARD:

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

WHEREAS, the Board of Commissioners (the "Board") desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of Frost Brown Todd, LLC (the "Firm"), such legal services to be in the nature of advice, representation, and assistance in a matter of public business coming before the Board and in the prosecution of an action or proceeding in which the Board is a party or has an interest, in its official capacity;

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

Section 1. The Board, in conjunction with the Prosecuting Attorney, hereby makes the following application to the Court of Common Pleas for authorization to employ the Firm to assist the Board:

Now come the Delaware County Prosecuting Attorney (the "Prosecutor") and the Delaware County Board of Commissioners (the "Board") (collectively the "Applicants") and, pursuant to O.R.C. § 305.14(A), jointly move this Court to authorize the Board to employ Frost Brown Todd, LLC (the "Firm") as legal counsel to assist the Board. Such employment would be for the purposes of providing advice, representation, and assistance related to pending sanitary sewer matters. The length of such employment shall be until the Applicants jointly believe, for whatever reason, that such employment is no longer necessary. The Applicants believe such employment is necessary because the matters require time commitments that unreasonably interfere with the Prosecutor's routine duties and obligations to statutory clients. Therefore, the Applicants respectfully request that this Court approve and authorize the Board to employ legal counsel to assist the Board.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners