

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 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. 13-868

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 22, 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 August 22, 2013; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

SHERIFF MARTIN  
JAIL DIRECTOR, AMY HANES

RESOLUTION NO. 13-869

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0823:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0823 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
New Horizons	Tuition; Job and Family Client Program	22311611-5348	\$ 8,000.00

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

RESOLUTION NO. 13-870

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineering Office is requesting Bill Dydek and Ricky Panches attend a Chainsaw Level 1 Training class in Chillicothe, Ohio on October 25, 2013 at the cost of \$300.00 (fund number 29214011).

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

RESOLUTION NO. 13-871

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR LOCH LOMOND HILLS:

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

Whereas, as The Engineer recommends approving the Owner's Agreement for Loch Lomond Hills;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Loch Lomond Hills:

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

**Owner's Agreement for Loch Lomond Hills**

**OWNER'S AGREEMENT  
FOR  
DRAINAGE IMPROVEMENTS**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup>, day of August 2013 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **LOCH LOMOND HILLS, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**LOCH LOMOND HILLS**" which was approved by the County Engineer on August 13, 2013, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expenses of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$144,600)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
- 4) The **OWNER** shall deposit **ELEVEN THOUSAND SIX HUNDRED DOLLARS (\$11,600)**, made payable to the Delaware County Engineer, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**. Bond release will be contingent upon satisfactory completion of all items in Exhibit C of the approved plans, to include permanent stabilization.
- 6) Upon approval of the improvements, all structures covered under Exhibit C of the approved plan will be placed on Delaware County's Ditch Maintenance Program.
- 7) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 8) The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 9) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 13-872**

**IN THE MATTER OF APPROVING A SPEED LIMIT REVISION ON LIBERTY ROAD (CR #009) FROM THE SOUTHERN DELAWARE CORPORATION LINE TO A POINT 150' SOUTH OF HAWTHORNE ROAD**

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

WHEREAS, as the result of coordination with the City of Delaware, the Delaware County Engineer is requesting the Board to consider the adoption of a Resolution to request the Ohio Department of Transportation to lower the speed limit on Liberty Road (CR #009) from the southern Delaware corporation line to a point 150' south of Hawthorne Road; and

WHEREAS, Liberty Road is currently posted at 50 mph southbound and 35 mph northbound, and due to several

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

factors (adjacent land use, Hawthorne Road intersection), ODOT will consider a 35 mph zone to a point just south of Hawthorne Road; and

WHEREAS, the Delaware County Engineer is recommending that the Board pass a Resolution to request the Director of the Ohio Department of Transportation to determine and declare a 35 mph speed limit for Liberty Road (CR #009) from the southern Delaware Corporation line to a point 150' south of Hawthorne Road; and

WHEREAS, upon receipt of said Resolution, the Delaware County Engineer will forward a letter of request and the Resolution to the Ohio Department of Transportation for their action;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a 35 mph speed limit for Liberty Road (CR #009) from the southern Delaware Corporation line to a point 150' south of Hawthorne Road.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limit on the section of road described above, the Delaware County Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

**RESOLUTION NO. 13-873**

**IN THE MATTER OF APPROVING A SPEED LIMIT REVISION ON LIBERTY ROAD (CR #009) FROM THE NORTHERN POWELL CORPORATION LINE (ASHMOORE DRIVE) TO BRYTON DRIVE:**

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

WHEREAS, as the result of coordination with the City of Powell, the Delaware County Engineer is requesting the Board to consider the adoption of a Resolution to request the Ohio Department of Transportation to lower the speed limit on Liberty Road (CR #009) from the northern Powell Corporation line (Ashmoore Drive) to Bryton Drive; and

WHEREAS, Liberty Road is currently posted at 45 mph northbound and 35 mph southbound as the centerline of the roadway is the jurisdictional boundary between Liberty Township and the City of Powell; and

WHEREAS, in order to provide a consistent speed limit to the traveling public, it has been determined that the Ohio Department of Transportation will consider a 35 mph speed zone northbound to Bryton Drive (approximately 550' south of Rutherford Road); and

WHEREAS, the Delaware County Engineer is recommending that the Board pass a Resolution to request the Director of the Ohio Department of Transportation to determine and declare a northbound 35 mph speed limit for Liberty Road (CR #009) from the northern Powell Corporation line (Ashmoore Drive) to Bryton Drive;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a northbound 35 mph speed limit for Liberty Road (CR #009) from the northern Powell Corporation line (Ashmoore Drive) to Bryton Drive.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limit on the section of road described above, the Delaware County Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

**RESOLUTION NO. 13-874**

**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

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

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013

Permit #	Applicant	Location	Type of Work
U13-047	Frontier Communications	Home Road	Place aerial cable and poles
U13-048	Team Fischel	Green Meadows Drive	Place conduit
U13-049	Del-Co Water	Ross Road	Install replacement waterline
U13-050	Del-Co Water	Burnt Pond Road	Install road bore and waterline

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

**RESOLUTION NO. 13-875**

**IN THE MATTER OF APPROVING A SATISFACTION OF MORTGAGE IN FAVOR OF THE JAMES J. IRWIN LIVING TRUST AND THE JANICE E. IRWIN LIVING TRUST:**

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

WHEREAS, on June 20, 1996, the James J. Irwin Living Trust and the Janice E. Irwin Living Trust (the "Mortgagor") granted a mortgage to Delaware County, Ohio, as security for an economic development loan; and

WHEREAS, the Delaware County Economic Development Director has determined that the economic development loan was paid in full in 2003, but a release and discharge was never recorded; and

WHEREAS, the Delaware County Economic Development Director recommends approving a Satisfaction of Mortgage in favor of the Mortgagor;

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

Section 1. The Board hereby approves the following Satisfaction of Mortgage in favor of the Mortgagor:

**SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that Delaware County, Ohio, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby certify that the Mortgage from James J. Irwin and Janice E. Irwin, Trustees, the James J. Irwin Living Trust, dated June 20, 1996, and Janice E. Irwin and James J. Irwin, Trustees, the Janice E. Irwin Living Trust, dated June 20, 1996, collectively, the Mortgagor, to Delaware County, Ohio, Mortgagee, filed of record in the Recorder's Office, Delaware County, Ohio, in **MR 895, page 573** and **re-recorded in MR 970, page 746** has been fully paid and satisfied and the Recorder is hereby authorized to discharge same of record.

Property Address: 700 Northfield Road, Westerville, Ohio 43082  
Tax Parcel Number: 317-342-04-02-000

Section 2. The Board hereby authorizes the President of the Board to execute the Satisfaction of Mortgage on the Board's behalf and directs the Economic Development Director to cause the Satisfaction of Mortgage to be recorded in the Delaware County Recorder's Office.

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

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

**RESOLUTION NO. 13-876**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

Transfer of Funds		
From	To	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$ 103,793.38
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$ 678,179.80

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

**RESOLUTION NO. 13-877**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

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

The Director of Emergency Communications recommends accepting the resignation of Laura Russell as a TeleCommunicator for 911 Communications; effective August 15, 2013;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Laura Russell as a TeleCommunicator for 911 Communications; effective August 15, 2013.

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

**RESOLUTION NO. 13-878**

**IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICE, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY'S WORKERS COMPENSATION SELF INSURED PROGRAM:**

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

Whereas, the Director of Administrative Services recommends the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County's Workers Compensation Self Insured Program;

Therefore Be It Resolved, that the Board of Commissioners approve the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County's Workers Compensation Self Insured Program.

**SERVICE AGREEMENT FOR ADMINISTRATION OF  
A CLAIMS PROGRAM**

This Agreement is entered into effective the 1st day of September, 2013, by and between Sedgwick Claims Management Services, Inc. ("Sedgwick") and Delaware County ("Client").

**RECITALS**

1. Client self-insures its claims administration program for workers' compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the "Program," as defined on Exhibit A, attached hereto).
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

**AGREEMENT**

1. Services to Be Performed by Sedgwick: Sedgwick agrees to perform the following services:
  - A. With regard to Self-Insured Claims Administration, Sedgwick shall:
    - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a "Qualified Claim"), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
    - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
    - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
    - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
    - (5) Maintain a file for each Qualified Claim which shall be the property of Client and which shall be available for review by Client during normal business hours upon reasonable notice;
    - (6) Notify excess or umbrella insurers of each Qualified Claim where the values may exceed Client's retention, providing such insurers with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
    - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

(8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;

(9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and

(10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and owned by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick owned claim fund account.

B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule which is incorporated by reference.

C. With regard to Ohio state fund claims with a date of loss prior to September 1, 2008, Sedgwick shall:

(1) Upon request, provide to Client an adequate supply of claim forms. Client shall distribute said forms to employees and medical suppliers as necessary;

(2) Upon receipt from Client of all claim applications, supporting documentation, and related correspondence, examine all such materials for accuracy, completeness and eligibility. Sedgwick shall forward correspondence to the appropriate agency for further processing;

(3) Confer with Client's designated representative(s) regarding disputed claims, and, when appropriate, contact the claimant, medical provider(s), and/or the appropriate state agency;

(4) Review all Indemnity Claims to determine if all awards are made within the rules and regulations of the governing Ohio state fund program. Corrections will be requested in those cases where overpayments have been established, but only to the extent that such errors, when corrected, will result in rate changes and/or refunds;

(5) Report to Client through personal contact or special bulletins any changes in procedures produced by legislative or administrative revisions, as deemed necessary by Sedgwick;

(6) In disputed claims, when appropriate, discuss Client's intended action regarding the issue(s). Additional information and supporting documentation may be requested at this time;

(7) Upon notification of a scheduled administrative hearing, provide information to Client so that Client can arrange for a qualified representative to attend on behalf of Client;

(8) Notify Client when a claimant has exceeded the normal period of recovery for a particular type of injury or disease and recommend appropriate action;

(9) Upon authorization by Client, arrange for an employer-sponsored medical examination of a claimant. The cost of such examination shall be the responsibility of Client; and

(10) Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. All costs relating to such intervention must be pre-authorized by Client and shall be Client's financial responsibility.

D. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.

2. Obligations of Client:

A. Client shall provide Sedgwick in a timely manner with excess insurance or umbrella insurance information for the policy years necessary for proper notification of applicable Qualified Claims to such insurers by Sedgwick. Should Client fail to provide such information, Sedgwick shall be relieved of any obligation to provide any notification to any excess or umbrella insurer.

B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.

C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; costs of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; and travel fees and expenses incurred at Client's request. Prior to issuing checks for payment of expenses or otherwise, Sedgwick will provide to Client, via email, a detail of all such expenses and/or checks for approval by Client.

D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account") established by and belonging to Sedgwick. Sedgwick shall have full responsibility for the care, custody and control of the Claim Account, including the performance of reconciliations, but Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:

- (1) There is a substantial increase or decrease in claims payment activity;
- (2) Client fails to fund the Claim Account within the agreed upon time period;
- (3) There is a change in funding cycle;
- (4) The escrow is recalculated at Client's request; or
- (5) The escrow amount is automatically recalculated on an annual basis.

E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, Sedgwick will have no obligation to perform any further services and may terminate this Agreement upon three (3) days prior written notice to Client.

F. Sedgwick shall obtain approval by the Client prior to making any individual payment of an allocated loss adjustment expense in any amount on any Qualified Claim. Such approvals shall not be unreasonably withheld and shall be provided in a timely manner so as to afford compliance with applicable law and good administration practices. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.

G. Sedgwick shall have no discretion to redeem, compromise or settle any Qualified Claim. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.

H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible.

3. Discontinuance of Operations:

Should Client discontinue its business for any reason, all current fees due Sedgwick through the date of business discontinuance shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Covered Jurisdictions:

This Agreement shall cover all operations of Client in the state of Ohio.

5. Term of Agreement and Termination:

A. The term of this Agreement shall be for the period commencing on September 1, 2013 and ending on August 31, 2014.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.

C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology and data tape fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.

D. If Sedgwick is required by Client's excess Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or data tapes required by Insurer.

E. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and electronic files Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts therefrom. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick's computer system(s). Imaged files will be returned to the Client in their same format.

6. Practice Of Law:

It is understood and agreed that Sedgwick will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

7. Indemnification:

A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Client agrees that Sedgwick, its officers, directors, employees and agents are not responsible for any and all losses, damages, claims, causes of actions, costs, judgments and expenses (including attorneys fees and costs) arising from, in connection with, or pertaining in any way to this Agreement and such workers' compensation claims or coverage contemplated herein unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.

B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Sedgwick, its officers, directors, employees and agents are not liable for the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising from Client's acts or omissions in administering such claim.

C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.

B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:



**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

(1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and

(2) medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.

C. Subject to Ohio Revised Code Section 149.43, each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick, and to Workers' Compensation Coordinator, Delaware County, 10 Court Street, 2nd Floor, Delaware, Ohio 43015 in the case of Client.

10. Successors:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party.

14. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may occur in connection with the execution, delivery and performance of this Agreement.

16. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

17. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, Medicare set-aside, claim indexing services, imaging, auto-bill adjudication and extra-territorial claims administration services. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

**EXHIBIT A  
SERVICE PROGRAM OVERVIEW**

I. Introduction

Sedgwick is administering the self-insured workers compensation claims for Client as follows:

State Serviced	Sedgwick Servicing Office
Ohio	Dublin, OH

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Brad Euans  
Delaware County  
10 Court Street, 2nd Floor  
Delaware, Ohio 43015  
Phone 740-833-2127  
Fax 740-833-2119  
beuans@co.delaware.oh.us

On behalf of Sedgwick, this service program will be coordinated by:

Kelly Powers  
Sedgwick Claims Management Company, Inc.  
6377 Emerald Parkway  
P. O. Box 9063  
Dublin, Ohio 43017  
Phone 614-760-1724  
Mobile 614-558-2822  
Fax 614-932-1832  
kelly.powers@sedgwickcms.com

Each party reserves the right to change its designated representative during the term of the Agreement.

**EXHIBIT B  
SERVICE FEES**

Client shall pay the following fees for services provided during the term of this Agreement.

1. Claims Administration Fee

A. Client shall pay Sedgwick the following claims administration fees for services provided between September 1, 2013 and August 31, 2014:

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

- i. \$22,583 for administration of the self-insurance claims
  - ii. \$1,200 for administration of the Ohio state fund runoff claims
- B. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:
- for which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or the time lost from work exceeds the state prescribed waiting period; or
  - for which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney; or
  - where paid medical costs exceed \$3,000; or
  - denied claims that otherwise would have been classified as Indemnity Claims; or
  - claims which Client requests to be investigated or classified as an Indemnity Claim; or
  - any claim for which subrogation is investigated or pursued; or
  - any claim open longer than twelve months.

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on September 1, 2013 and ending on August 31, 2014:

- A. Access for three E-Team users shall be provided at no additional charge.
- B. Bank account maintenance and reconciliation will be provided for \$255 per month
- C. Client is responsible for storage of claim files closed at the time that Sedgwick begins claims administration.

3. Invoicing

Sedgwick shall submit its invoice for all fees on a quarterly basis, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall reimburse Client for any overpayment, as the case may be.

4. Managed Care Charges

The following fees will be charged to the appropriate Qualified Claim file on an as incurred basis. The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Integrated Injury Management

Telephonic case management: \$355 per claim for the first 30 days; \$265 per claim for the second 30 days; \$175 per each 30 days thereafter  
Utilization review: \$98 per review

Bill Review

State Fee Scheduling/ Usual, Customary, and Reasonable: \$8.00 per bill.

Preferred Provider Organization (PPO) networks: 27% of savings

Panel card production: No charge for standardized cards

Out-of-network, Specialty Usual & Customary bill review: 20% of savings with a \$5,000 maximum fee for medical bills less than \$100,000, a \$12,000 maximum fee for medical bills between \$100,000 and \$300,000 and a \$17,000 maximum fee for medical bills greater than \$300,000.

Complex file review (nurse review): \$98 per hour

5. Subrogation Recoveries

Sedgwick, through its centralized recovery unit, shall pursue subrogation and Second Injury Fund recoveries as directed by Client. Client shall pay Sedgwick fifteen percent (15%) of the recovery received. All expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense. Upon receipt of the recovery check, Sedgwick shall deposit such checks into the Client owned bank account (when one exists) or forwarded directly to Client. Sedgwick will subsequently invoice Client for the appropriate fees due Sedgwick. If Sedgwick has been directed by Client to pursue subrogation and Second Injury Fund recoveries, Sedgwick shall obtain Client's prior consent

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013**

---

before utilizing attorney services for such recoveries.

6. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees set forth herein are conditioned upon the use of integrated injury management and bill review services. In the event that integrated injury management and bill review services are not utilized, then the fees shall be modified accordingly.

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

All applicable state taxes will be added to the service fees in states where this is required.

All fees are contingent upon the use of Sedgwick Managed Care services.

**MANAGED CARE SERVICE SCHEDULE**

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary ("UCR") data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization ("PPO") Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc under the managed care program in conjunction with the Provider Fee Management service.
- (3) Utilization Review, which includes the following components:
  - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.

Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.

Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.

  - (d) Peer Review - physician-to-physician contact to resolve treatment and diagnosis questions.

**MEDICARE REPORTING SERVICES SCHEDULE**

In order to assist the Client in fulfilling its Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. §1395y. Sedgwick will assist Client as follows:
  - a) As the custodian of the original claims information from which the reports will be compiled, Sedgwick will be an authorized Account Designee for Client. As an Account Designee, Sedgwick will prepare and submit test files to CMS in accordance with the requirements of the CMS Specifications.
  - b) Sedgwick will prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as instructed by Client.
4. Sedgwick will be responsible for payment of any and all fines assessed to Client in regards to compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2013

---

- a) Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
- b) Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Merrell**

- On Thursday Spent 3 hours In The 911 Center Listening To Calls; (A Thank-You To The Tele-Communicators For The Welcome And Time Spent)
- Read A Prepared Statement About Concerns On A Liberty Township Trustee Meeting And Follow Up Newspaper Article

**Commissioner Stapleton**

-No Reports

**Commissioner O'Brien**

-Assumptions Occur When Trying To Determine Sides Of A Negotiations In A Newspaper

**RESOLUTION NO. 13-879**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION FOR EMPLOYMENT; DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 9:53AM.

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

**RESOLUTION NO. 13-880**

**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 10:40AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton