

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 7, 2014

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

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

RESOLUTION NO. 14-866

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 4, 2014:

It was moved by Mr. O’Brien, 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 4, 2014; 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. 14-867

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0806:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0806 and Purchase Orders as listed below:

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

RESOLUTION NO. 14-868

IN THE MATTER OF ACCEPTANCE OF LAND IN FEE SIMPLE ALONG COOK ROAD FOR RIGHT-OF-WAY PURPOSES:

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

Whereas, JV Developers, LLC (“Company”) is constructing roadway improvements (left turn lane and taper) on Cook Road to support Glacier Park Neighborhood, Section 3, Subdivision Improvements (“Improvements”); and

Whereas, the Company agrees to convey land in fee simple as described below to Delaware County Board of Commissioners (Board) for use as right-of-way; and

Whereas, said land is 0.161 acres as described in Exhibit A of the Warranty Deed.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners accepts the 0.161 acres as described below for right-of-way:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: JV Developers, LLC, the Grantor(s) herein, for valuable consideration paid by the Board of Delaware County Commissioners, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 60032002020000

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0.161 Acres along Cook Road, Plain City, Ohio 43064

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Prior Instrument Reference: Volume. 694, Page 554, County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

EXHIBIT "A"
DESCRIPTION OF A 0.161 ACRE TRACT
As Shown on the Plat Recorded in
VOLUME 14, PAGE 163 of the SURVEY RECORDS
of the DELAWARE COUNTY ENGINEER
as Found in the
DELAWARE COUNTY MAP DEPARTMENT
DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Concord Township, Virginia Military Survey 2365, being a part of that 58.772 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Deed Volume 694, Page 554, all references herein being to the records located at the Recorder's Office, Delaware County, Ohio unless noted otherwise and being more particularly described as follows;

BEGINNING at a railroad spike found at the intersection of the Delaware and Union County line with the centerline of Cook Road (Width Varies), being a point in the northerly line of said 58.772 acre tract and a point in the southerly line of that 1.450 acre tract of land (0.890 acres located in Union County and 0.560 acres located in Delaware County) as described in a deed to Joseph L. Andrews, Trustee, of record in Deed Volume 673, Page 1366 (Delaware County) and Official Record 653, Page 56 (Union County);

Thence **North 87° 09' 18" East**, along the centerline of said Cook Road and the southerly line of said 1.450 Acre Andrews tract, a distance of **173.20 feet** to a railroad spike found at the northeasterly corner of said 58.772 acre tract;

Thence **South 6° 01' 39" East**, through the right-of-way of said Cook Road and along the easterly line of said 58.772 acre tract, a distance of **40.06 feet** to an iron pin set at the northwesterly corner of Lot 4651 as shown and delineated on the plat entitled "Coolmore Estates", a subdivision of record in Plat Cabinet 1, Slide 478;

Thence through said 58.772 acre tract, with new lines of division, the following courses;

1. **South 87° 09' 18" West**, a distance of **177.01 feet** to an iron pin set in the Delaware and Union County line;
2. **North 0° 35' 09" West**, a distance of **40.03 feet** to the **PLACE OF BEGINNING** and containing 0.161 acre of land, of which 0.078 acre is located in the present right-of-way occupied.

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Bearings herein are based on GPS observations in conjunction with the Ohio Department of Transportation VRS network, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

Iron pins set consist of a 5/8” x 30” rebar with a plastic cap inscribed “Jon Adcock, S-8461.”

Dimensions measured on all monumentation is to outside diameter (O.D.).

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio P.S. No. 8461 and is based on a field survey performed in March, 2013.

The above described land is located in Auditor’s Parcel No. 600-320-02-020-000.

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

RESOLUTION NO. 14-869

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE PROJECT KNOWN AS DEL-CR106-4.25 - WORTHINGTON, ROME CORNERS AND LEWIS CENTER ROAD INTERSECTION:

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

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

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR106-4.25 - Worthington, Rome Corners and Lewis Center Road Intersection; and

WHEREAS, the County Engineer has selected the consulting firm of Stantec Consulting Services, Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

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

PROFESSIONAL SERVICES CONTRACT
DEL-CR 106-4.25

Section 1 – Parties to the Agreement

Agreement made and entered into this 7th day of August, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Stantec Consulting Services, Inc., 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204-3800.

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated July 7, 2014, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Fee shall be a Lump Sum not to exceed Four Hundred Seventy Two Thousand Six Hundred Ten Dollars and Seventy Six Cents (**\$472,610.76**) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the

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Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

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

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Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 14-870

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO BRIDGE CORPORATION U.S. BRIDGE DIVISION FOR DEL-2014 DESIGN BUILD BRIDGE REHABILITATIONS:

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

**DEL-2014 Design Build Bridge Rehabilitations
DEL-CR191-0.01 & DEL-CR084-3.57
Bid Opening of July 22, 2014**

Whereas, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to The Ohio Bridge Corporation U.S. Bridge Division, the low bidder for the project; and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Ohio Bridge Corporation U.S. Bridge Division for the project known as DEL-014 Design Build Bridge Rehabilitations, DEL-CR191-0.01 & DEL-CR084-3.57.

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Contract with The Ohio Bridge Corporation U.S. Bridge Division for the project known as DEL-2014 Design Build Bridge Rehabilitations, DEL-CR191-0.01 & DEL-CR084-3.57 as follows:

CONTRACT

THIS AGREEMENT is made this 7th day of August, 2014 by and between **The Ohio Bridge Corporation U.S. Bridge Division, 201 Wheeling Avenue, Cambridge, Ohio 43725**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-2014-Design Build Bridge Rehabilitations, DEL-CR191-0.01 & DEL-CR084-3.57”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Three Hundred Seventy-Eight Thousand Six Hundred Sixty-Six Dollars (\$378,666.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders

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- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 14-871

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2014 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FILED WITH THE OHIO DEVELOPMENT SERVICES AGENCY TO BE REVISED:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to authorize the application:

WHEREAS, the Ohio Development Services Agency has allocated \$193,000 in the Fiscal Year 2014 Small Cities Community Development Block (CDBG) grant funds under the Allocation Program to Delaware County; and

WHEREAS, Delaware County conducted its first public hearing on April 14, 2014, concerning the CDBG program and conducted the second public hearings on the proposed activities on June 5, 2014; and

WHEREAS, such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program; and

WHEREAS, the application was filed with the Ohio Development Services Agency on June 20, 2014, and the ODSA has requested obtaining quotes taking into account Federal Prevailing Wages should labor costs exceed 20% of the project amount;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Economic Development Coordinator is hereby authorized to revise the application budget totaling \$193,000 of CDBG Small Cities Formula Program funds, \$28,000 of which shall be used for Public Facilities for an Outdoor Warning Siren in the Village of Ashley; \$105,000 of which shall be used for Public Rehabilitation for ADA accessibility for the Village of Galena; \$27,000 of which shall be used for Public Services for Delaware STEP; \$24,000 of which shall be used for Public Facilities for the Ashley Villa; \$6,000 of which shall be used for Fair Housing educational activities throughout the County; and \$3,000 of which shall be used for Program Administration. All necessary program assurances will be included with the application.

Section 2. The Board authorizes the President of the Board to execute any necessary administrative documents in support of the grant application.

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

RESOLUTION NO. 14-872

IN THE MATTER OF APPROVING A SECOND CHANGE ORDER TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SHROCK PREMIER CUSTOM CONSTRUCTION LLC, FOR RESIDENTIAL DEMOLITION 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – YOGI PROPERTY:

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

WHEREAS, on April 28, 2014, the Delaware County Board of Commissioners entered into a contract with Shrock Premier Custom Construction, LLC, for the Residential Demolition 2014 with Funding from the Delaware County Residential Demolition Moving Ohio Forward 2014 Grant (the “Contract”); and

WHEREAS, the Economic Development Coordinator recommends approving a change order to the Contract to add funds for disposal of an AEP Transformer on the Yogi Property; and

WHEREAS, this Change Order is contingent upon reimbursement from the State of Ohio;

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;

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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, 2014, 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 20 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;
- (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

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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 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;

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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 Clients 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:

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- A. The term of this Agreement shall be for the period commencing on September 1, 2014 and ending on August 31, 2016.
- 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.

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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:
- (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 nonmedical 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

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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 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 Served	Sedgwick Servicing Office
Ohio	Hilliard, 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

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

Kelly Powers
Sedgwick Claims Management Company, Inc. 3455 Mill
Run Drive, Suite 800
Billiard, OH 43026
Phone: 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, 2014 and August 31, 2016:

i. September 1, 2014 and ending August 31, 2015:

\$22,583 for Self-Insured Claims Administration \$1,000
for State Funded Claims Administration

ii. September 1, 2015 and ending August 31, 2016:

\$22,809 for Self-Insured Claims Administration \$800
for State Funded Claims Administration

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 bearing 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, 2014 and ending on August 31, 2016:

- A. Access for three (3) via One 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:

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Integrated Injury Management

Telephonic case management: \$370 per claim for the first 30 days; \$280 per claim for the second 30 days; \$185 per each 30 days thereafter.

Utilization review: \$106 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): 20% of savings.

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 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:

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- (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.
- (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
- (c) 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 asset 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:
 - 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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-874

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Assistant County Administrator/Director of Administrative Services recommends Jennifer Downey’s position change from Interim Recruiter to HR Technician, effective August 11, 2014;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change of Jennifer Downey’s position from Interim Recruiter to HR Technician, effective August 11, 2014.

The Director of Emergency Communications recommends accepting the resignation of Chris Mize as a Telecommunicator for 911 Communications; effective August 1, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Chris Mize as a Telecommunicator for 911 Communications; effective August 1, 2014.

The Director Emergency Medical Services recommends hiring Joshua DeBrow as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Joshua DeBrow as a part-time paramedic with the EMS Department; effective August 20, 2014.

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The Director Emergency Medical Services recommends hiring Andrew Jones as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Andrew Jones as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Harold Turkey III as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Harold Turkey III as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring David Janning as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring David Janning as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Robert “Seth” Riddlebarger as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Robert “Seth” Riddlebarger as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Josiah Shamel as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Josiah Shamel as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Michael Carey as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Michael Carey as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Joshua Riedel as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Joshua Riedel as a part-time paramedic with the EMS Department; effective August 20, 2014.

The Director Emergency Medical Services recommends hiring Eladio “Jeremiah” Rivera as a part-time paramedic with the EMS Department; effective August 20, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Eladio “Jeremiah” Rivera as a part-time paramedic with the EMS Department; effective August 20, 2014.

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

ADMINISTRATOR REPORTS
Tim Hansley-No reports

COMMISSIONERS’ COMMITTEES REPORTS
Commissioner Stapleton
-Attended the MORPC Director tour of Delaware County. Walking Tour of Delaware City. Many were impressed by Delaware County. They possibly understand the needs of the county more.
-follow-up on the Commissioners’ appointments to MORPC Board

Commissioner O’Brien
-Objects to the idea of not posting to the public the MORPC Board openings.
-DKMM meeting will be held on Tuesday. Has a feeling a new director will be selected.

Commissioner Merrell
-Anyone interested in filling in one of the four openings for the MORPC Board should feel free to apply.

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RESOLUTION NO. 14-875

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 10:23 AM.

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

RESOLUTION NO. 14-876

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:11 PM.

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

*RESOLUTION NO. 14-877 WAS NOT UTILIZED

RESOLUTION NO. 14-878

IN THE MATTER OF APPOINTING A LOCAL GOVERNMENT REPRESENTATIVE MEMBER AND CITIZEN MEMBER TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, Dave Martin’s term as the local government representative expires on August 9, 2014, and David Miller has applied for appointment to the succeeding term ending August 9, 2016; and

WHEREAS, Carol Rosebrough’s term as a citizen member expired on August 9, 2013, and Dave Martin has applied for appointment to the succeeding unexpired term ending August 9, 2015;

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

Section 1. The Board of Commissioners hereby approves the following appointments to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Local Government Representative	David Miller	August 9, 2016
Citizen Member	Dave Martin	August 9, 2015

Section 2. The appointments approved herein shall be effective on August 10, 2014.

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

DISCUSSION
RE: POSSIBLE TIF FOR THE KERBLER SITE

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners