

**IN THE MATTER OF ADOPTING THE UNIFORM GUIDANCE PROCEDURE PLAN FOR THE AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of March, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a Uniform Guidance Procedure Plan must be adopted for the Auglaize County Board of County Commissioners; and,

**WHEREAS**, Erica L Preston, County Administrator, has submitted to the Board of County Commissioners a Uniform Guidance Procedure Plan for Auglaize County; and,

**WHEREAS**, this procurement plan was written in accordance with applicable federal and state statutes, federal regulations, state administrative rules, and local policies, including but not limited to:

- |                          |                        |
|--------------------------|------------------------|
| Competitive Bids         | Types of Purchases     |
| Purchases over \$150,000 | Competitive Bid notice |
| Bid Procedure            | Allowable Costs        |
| Cash Management          |                        |

**WHEREAS**, County Administrator Preston requested that the Board approve and execute the Uniform Guidance Procedure Plan, as presented, effective March 17, 2020.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Uniform Guidance Procedure Plan as presented by Erica L. Preston, County Administrator; and,

**BE IT FURTHER RESOLVED** that this Plan is effective as of March 17, 2020 and will remain in effect until otherwise modified or terminated; and,

**BE IT FURTHER RESOLVED** that said plan will become part of this resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
March, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	<u>yes</u>
Douglas A. Spencer	
<u>Don Regula</u>	<u>yes</u>
Don Regula	

/cc: County Administrator

All purchases made by any Auglaize County Government Office must be in accordance with specific sections of the Ohio Revised Code (ORC). The purpose of this plan is to establish the general guidelines and procedures Auglaize County will follow to comply with the requirements of the Uniform Guidance.

**A. Competitive Bids: 307.86 - 307.91 ORC**

1. Anything to be purchased, leased, leased with an option or agreement to purchase, or constructed at a cost in excess of \$50,000.00, shall be obtained through competitive bidding.
2. Services of an accountant, architect, attorneys at law, physician, professional engineer, construction project manager, consultant, surveyor, or appraiser do not need to be competitively bid.
3. Competitive bidding is not required when;
  1. An emergency exists as voted unanimously by the Board of County Commissioners.
  2. Cost is less than \$50,000.00.
  3. Actual physical damage to structures, radio communication, or computers.
  4. Informal estimates obtained and retained for one year.
    - a) Single supplier of supplies or replacement or supplemental parts. (Sole Source)
    - b) Purchase is from another government agency.
    - c) Purchase of services related to information technologies that are proprietary or limited to a single source.
    - d) Public social services including Title XX services.
    - e) Group insurance programs.
4. Special exceptions and procedures other than formal competitive bidding are used for real estate leases for offices, health insurance, property liability insurance, and energy conservation programs.

**B. Types of Purchases**

1. **Micro-Purchases of \$3,500 or less:** may be awarded by soliciting bids, and *should* distribute micro-purchases equitably among qualified suppliers. The micro-purchase threshold is adjusted periodically, and is documented in the Federal Acquisition Regulation at 48CFR Subpart 2.1. A few government departments including the Dept. of Defense, National Science Foundation, and NASA have recently raised the micro-purchase threshold to \$10,000.
2. **Small Purchases between \$3,500 and \$150,000:** price or rate quotations *must* be obtained from an adequate number (undefined, so use common sense) of qualified sources. Your organization *must* use a bidding process, but is not required to select the lowest price vendor.

**C. Purchases over \$150,000**

1. **Construction Projects over \$150,000 with a Firm Fixed Price:** requires procurement by publically solicited sealed bids. The contract *must* be awarded to the lowest price qualified bidder whose bid conforms to all material terms and conditions. Bids may be rejected if there is a sound documented reason.
2. **Competitive Proposals over \$150,000 Based on Either a Fixed Price or Cost Reimbursement:** this method is used when conditions are not appropriate for the use of sealed bids. Contracts *must* be awarded to a qualified vendor whose proposal is most advantageous to the program, with price and other factors considered, i.e., price is one of several quantitative and qualitative factors. The basis for considering and selecting the vendor must be documented.

3. **Sole Source Contracts over \$150,000:** solicitation from a sole source may only be used if one or more of these criteria are met: 1) the service or good provided is unique, 2) in the case of an emergency or, 3) if your federal funder authorizes it. The basis for considering and selecting the vendor must be documented.

#### **D. Competitive Bid Notice**

The proper operation of government requires that actions of public officials and employees be impartial; that government decisions and policies be made in the proper channels of governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Recognition of these goals establishes a Code of Ethics including conflicts of interest. The County shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contract or purchase order. Conflicts of Interest: No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

1. Bid date and time set with Board of Commissioners.
2. Competitive Bidding notice posted in accordance with applicable law.
3. Project bid notifications must be made in a manner providing full and open competition consistent with federal requirements listed above and department must take steps to use minority or women owned business when possible.

#### **E. Bid Procedure**

##### **1. Receipt of bids**

- All bids are received by the Board of Commissioners
- Each bid is date and time stamped upon receipt
- Bids are held in the Commissioners office until opening during an open meeting.
- Bids are forwarded to the department overseeing the project for review.

##### **2. Review of bids**

- The prime contractor and all lower tier participants must be eligible to participate on federally funded contracts.
- Tabulations are checked and errors are noted and documented.
- Verify the bond converts to a contract bond and is for the amount of the bid.
- Check and document compliance with the following;
  - a) Drug Free Workplace
  - b) Excluded Parties List
  - c) State of Ohio Findings for Recovery List
- Verify and document bid tabulation using the following guidelines;
  - a) Use the ODOT Office of Estimating for bid analysis considerations.
  - b) LPA Bid Analysis Checklist – as published by ODOT office of the Local Programs.

All bid specifications, contracts, and bonds will be submitted to the Prosecutor's Office for approval and contracts will be submitted to the Auditor for a certificate of availability of funds when required.

- If discrepancies arise, ODOT documentation is referenced for guidance. However, the County reserves the right to consider abnormalities, consult with legal counsel,

contractors, and/or others, for additional information that may be considered when recommending the award of a contract.

- Maintain records of verification and compliance including rationale for the method of procurement, contractor selection and price considerations. Department must make all procurement documentation is available to federal funders when requested.
- Recommendation is made to the Board of Commissioners based upon the findings in the bid review.

#### **F. Allowable Costs**

Regardless of the funding agency, Appointing Authority determines cost allowability for sponsored programs based on answering the following questions:

- Are costs allocable, allowable, consistent, and reasonable in like circumstances?
- Allowed by Auglaize County
- Allowed by OMB Uniform Guidance
- It serves the grant purpose (instruction, research, public service)

A cost is allowable when allowed by OMB Uniform Guidance, it serves the grant purpose (instruction, research, public service), federal regulations, and is allowed by the County policy.

Such costs are:

- Salaries and fringe benefits of, technicians, research assistants and other personnel directly engaged in performing sponsored grant's scope of work
- Supplies and materials necessary for performing sponsored grant's scope of work
- Other costs such as travel, subcontracts, specialty equipment repairs and maintenance, and other directly related costs necessary for performing sponsored grant's specific scope of work
- Capital equipment that is approved
- Service/maintenance agreements on capital equipment approved

#### **G. Cash Management**

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the County shall implement internal controls in the area of cash management.

The County's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury, the State of Ohio or other pass-through entity and disbursement by the County, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The County shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The County shall request grant fund payments in accordance with the provisions of the grant. Additionally, the County's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

When the County uses a cash advance payment method, the following standards shall apply:

- The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
  - The County shall make timely payment to contractors in accordance with contract provisions.
  - To the extent available, the County shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
  - The County shall account for the receipt, obligation and expenditure of funds.
  - Advance payments will be deposited and maintained in insured accounts whenever possible.
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**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE  
SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of March, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

**WHEREAS**, the Board must set special sessions for the purpose of attending meetings/discussions concerning the COVID 19 on-going health crisis to be set for every Monday, Wednesday and Friday starting March 18, 2020 and continuing through April 15, 2020 from 10:00 a.m. – 12:00 p.m. located at the Administration Building, Commissioners' Chambers, 209 S. Blackhoof Street, Wapakoneta, Ohio or until the conclusion of the meetings.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set every Monday, Wednesday and Friday starting March 18, 2020 through April 15, 2020 from 10:00 a.m. – 12:00 p.m. or until such time as the meeting is concluded at the location so named above as the date, time and place to convene special sessions for said Board for the purposes as set forth; and,

**BE IT FURTHER RESOLVED** that a copy of this Resolution to be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
March, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: newspapers  
✓✓✓

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PLAN.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of March, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Retrospective Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

**WHEREAS**, the proposed agreement with CCAOSC regarding the retrospective rating plan projects a refund for Auglaize County for program year 2021 to be approximately 23% payable over a three year period; and,

**WHEREAS**, the Board feels this savings to be significant enough for association with this group retrospective rating plan.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute an Agreement for the County's participation in the CCAO Workers' Compensation Group Retrospective Rating Plan for calendar year 2021; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Retrospective Rating Plan Administration fee as determined and submitted by CCAOSC; and,

**BE IT FURTHER RESOLVED** that a copy of the executed agreement be made a part of this Resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
March, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: CCAOSC  
County Auditor  
Comp Management, Inc.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO  
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING  
PLAN AGREEMENT**

THIS AGREEMENT, dated as of 3-17, 2020, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **AUGLAIZE COUNTY** ("Participant"), a political subdivision of the State of Ohio.

**Section I: INTRODUCTION**

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

**Section II: NAME**

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAOC Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

**Section III: PURPOSE OF GROUP PLAN**

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

**Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY**

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

B. The Participant represents and warrants as follows:

- (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.



## **Section V: BASIC OBLIGATIONS OF PARTIES**

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

C. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

D. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

## **Section VI: RATE CONTRIBUTION AND REBATES**

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

## **Section VII: ADMINISTRATIVE SERVICES**

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group

Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

### **Section VIII: RISK MANAGEMENT SERVICES**

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

### **Section IX: GENERAL ADMINISTRATIVE FEES**

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

### **Section X: GROUP EXECUTIVE COMMITTEE**

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

## **Section XI: TERM OF AGREEMENT**

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2021 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2020. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

## **Section XII: APPLICATIONS BY PARTICIPANT**

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

## **Section XIII: GENERAL PROVISIONS**

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

## **Section XIV: ANTI-DISCRIMINATION PROVISION**

Per section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

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**CCAO SERVICE CORPORATION**

Date: 3/3/2020

By: 

John Leutz, CCAO Assistant Director

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**AUGLAIZE COUNTY**

Date: 03-17-2020

By: 

Signature of Authorized Official

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County Name: AUGLAIZE COUNTY

Address: 209 S. BLACKHOOF ST., RM. 102

City, State, Zip: WAPAKONETA OH 45895-1989

OBWC Number: 30600001

APPROVED AS TO FORM (if required)

\_\_\_\_\_  
Prosecuting Attorney

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND AUGLAIZE COUNTY FAMILY AND CHILDREN FIRST COUNCIL TO PROVIDE FUNDING TO THE AUGLAIZE COUNTY FCFC; AND RATIFYING THE EXECUTION OF THE MOU.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of March, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Department of Job & Family Services has submitted a Memorandum of Understanding which is between Auglaize County Department of Job & Family Services (ACDJFS), 12 N. Wood St., Wapakoneta, OH and the Auglaize County Family and Children First Council (FCFC), for the purpose of the ACDJFS to provide funding to the Auglaize County FCFC; and,

**WHEREAS**, pursuant to section 307.110 of Amended Substitute House Bill 166 of 133<sup>rd</sup> General Assembly, the purposes of the multi-system youth program and funding are to prevent custody relinquishment to the public children services agency (PCSA) solely for the purpose of a child obtaining needed treatment; support the care of children in the custody of a PCSA for congregate care; and to provide the services and supports necessary to ensure the child's successful transition from a congregate care facility following discharge; and,

**WHEREAS**, the Auglaize County DJFS will transfer to the Auglaize County FCFC a minimum of five percent (5%) in State Multi System Youth Allocation funding received in SFY20 and a minimum of ten percent (10%) in SFY21 to be deposited into the FCFC flexible funding account. This is allowable transfer under Statutory Authority: 5101.14, section 307.110 of Am. Sub. H.B. 166 of the 133<sup>rd</sup> G. A.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the MOU for the Auglaize County DJFS to provide funding as stated above for SFY20 and SFY21 to be deposited into the Auglaize County FCFC flexible funding account; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution of said Memorandum of Understanding (MOU).

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 17th day  
of March, 2020

**BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO**

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of March, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS** Auglaize County is currently enrolled in County Commissioners Association of Ohio's Compensation Retrospective Rating Program pursuant to Ohio Administrative Rule 4123-17-73 and has participated in the program since 2014; and,

**WHEREAS**, CCAO projects a refund for Auglaize County for program year 2021 to be approximately 23% payable over a three year period; and,

**WHEREAS**, the Board feels this savings to be significant enough for Auglaize County to re-enroll in the Group Retrospective Rating Program.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute the enrollment application for the County's participation in the CCAO Workers' Compensation Retrospective Rating Program for calendar year 2021.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
March, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: CCAOSC

- ✓ County Auditor – Janet Schuler
- ✓ Comp Management, Inc.