

August 27, 2015

Agenda

Pledge of Allegiance

9:15	David Haverfield	JFS Funds Transfer
9:30	Bid Openings-Engineer	Project #4 Resurfacing CR105

Approve Minutes

Before/after Expenditures

Supplemental Appropriation (2)

Out of County Travel-JFS
 Out of County Travel-EMA (2)
 Out of County Travel-Water & Sewer

Disposal Obsolete Items-Water & Sewer

Award Bid-CDBG PY 2014 Activity #3 (Midvale)

Approve Floodplain Permit-Ron Smith Ent. LLC

Adoption of the Bylaws of the Tuscarawas County Healthcare Consortium

Adoption of the Agreement Regarding Health Benefits Program of the Tuscarawas County Consortium

Proclamation NP Marching Quaker Band 100 Years

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 27TH DAY OF AUGUST, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
 Kerry Metzger
 Chris Abbuhl

Commissioner Everett presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (775-2015) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes of the previous meeting as written.

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (776-2015) BEFORE/AFTER EXPENDITURE

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following before/after expenditures:

Gardiner (Sheriff)	1520.00
Truck Sales & Service (Engineer)	6005.73

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (777-2015) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Park & Recreation	S95-S20	S95-S04	\$200.00	Materials
Municipal Court	A18-A00	A02-G16	\$1,000.00	Juror Fees

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (778-2015) OUT OF COUNTY TRAVEL-JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel requests as submitted by David Haverfield, Director Job & Family Services.

DATE: 9/4/2015
TITLE: ICPC (Interstate Compact Agreement) Training
LOCATION: DELAWARE
ATTENDING: JEFF KIGGANS
ANTICIPATED EXPENSE: Mileage of approximately 190 miles equals \$87.40, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 9/11/2015
TITLE: ODJFS GENERAL SESSION
LOCATION: COLUMBUS
ATTENDING: DAVID HAVERFIELD
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 9/22/2015
TITLE: OHSTS ADULT PROTECTIVE STEERING COMMITTEE MEETING
LOCATION: COLUMBUS
ATTENDING: LISA WODKOWSKI AND RYAN BENEDETTO
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (779-2015) OUT OF COUNTY TRAVEL-EMA

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel request as submitted by Patty Levengood, Director, Tuscarawas County Homeland Security & Emergency Management Agency.

DATE: 9/2/2015
TITLE: PIPELINE SECURITY TRAINING FOR RURAL COMMUNITIES
LOCATION: STARK COUNTY
ATTENDING: PATTY LEVENGOOD
ANTICIPATED EXPENSE: Lunch-Use of County Vehicle

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (780-2015) OUT OF COUNTY TRAVEL-EMA

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Patty Levengood, Director, Tuscarawas County Homeland Security & Emergency Management Agency.

DATE: 9/22/2015
TITLE: 2015 LEPC CONFERENCE
LOCATION: COLUMBUS, OH
ATTENDING: GAIL BALDWIN
ANTICIPATED EXPENSE: Mileage/Meal

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (781-2015) OUT OF COUNTY TRAVEL-WATER & SEWER

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel request as submitted by Michael Jones, Director, Tuscarawas County Metropolitan Sewer District.

DATE: 9/28/2015 & 09/29/2015
TITLE: CONTINUING EDUCATION CONTACT HOURS
LOCATION: CANTON
ATTENDING: JUSTIN ANGEL
ANTICIPATED EXPENSE: Registration

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (782-2015) DISPOSAL OBSOLETE ITEMS-WATER & SEWER

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

Fixed Inventory

8/24/2015

COUNTY_ID	CATEGORY	ITEM	MAKE	MODEL
	MISC	CARBON COPY BOOKS		
	COMPUTERS	WINDOWS 95		
	COMPUTERS	COLORADO BACKUP		
	COMPUTERS	COMPUTER BACKUP	APC	INFO 99
	COMPUTERS	WINDOWS 95 DISKETTES		
	COMPUTERS	WORD PERFECT DISKETTES		
	COMPUTERS	WORD PERFECT 2000 DISC		
	MISC	FAX USER GUIDES		
	COMPUTERS	FAX MODEM DISKETTES		
	MISC	ASSORTMENT OF CABLES, PHONE CORDS & CONNECTORS		
	COMPUTERS	SEVERAL WINDOWS 98 DISCS		
35	MISC	PAPER ORGANIZER		
39	MISC	PAPER HOLDER		
40	MISC	PENCIL HOLDER		
43	MISC	ROLODEX, BURGUNDY		
157	FURNITURE	BUSINESS CARD HOLDER		
159	MISC	ORGANIZER		
3497	MISC	ADDING MACHINE	CANON	MP31PH
3500	MISC	CALCULATOR		

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (783-2015) AWARD BID-CDBG PY 2014 ACTIVITY #3 (Midvale)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize a contract in the amount of \$29,542.50 with Tucson, Inc. for the above referenced Village of Midvale (Activity #3) Flood & Drainage activity (Grant #B-F-14-1CT-1). The President or Vice-president of the Board of Commissioners is also authorized to sign all documents relating to the awarding and execution of said contract with Tucson, Inc. This action was taken upon the recommendations of the Project's Engineer W. E. Quicksall & Associates Inc. and the County Development Director, Scott Reynolds.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (784-2015) APPROVE FLOODPLAIN PERMIT-RON SMITH ENT. LLC

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Floodplain Permit:

**NFIP
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio**

Date: August 25, 2015 # 2015-8-1

\$25 FEE per RESOLUTION #172-87 In addition, administrative fees of twenty-five dollars (\$25) per hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. Payable to Tuscarawas County Floodplain Office.

Permission is hereby granted to Ron Smith Ent. LLC 333 16th St. SW New Phila. O 44663
Name
for Gravel parking lot in York Township Twp.
Purpose
located at Parcel #s 71-01455.000, 71-00148.000; 709 & 899 Stonecreek Rd. New Phila. O

The Development Permit application submitted by Ron Smith Ent. LLC is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS adopted by the Tuscarawas County Commissioners, Resolution #502-2010.

Estimated Cost \$ 150,000 Elevation of Property 870.5 Ft. (msl)

This information contained in Permit Application Number 2015-8-1, as well as on the drawings and Plans for development, are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #736-2007.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by: Jill P. Lengler 8/27/15
Floodplain Coordinator Date

Approved by: Belle Everett 8/27/2015
Commissioner Date

Kerry Metzger 8/27/2015
Commissioner Date

Chris Abbuhl 8/27/2015
Commissioner Date

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution ##502-2010 or any administrative decisions lawfully made thereunder.

The property Owner/Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan.

I:\My Documents\Flood Forms\Ron Smith Ent LLC floodplain permit 899,709 Stone Creek Rd..doc

VOTE: Belle Everett, yes;

Kerry Metzger, yes;
Chris Abbuhl, yes;

DISCUSSION: Jill Lengler, Director, Tuscarawas County Regional Planning was present to explain the location and the purpose of this permit. The location is on Stonecreek Road; (2) two houses were tore down to provide a gravel parking lot for Mr. Smith’s business (Cardinal Trucking).

RESOLUTION (785-2015) ADOPTION OF BYLAWS OF THE TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the bylaws of The Tuscarawas County Healthcare Consortium (TCHC).

BYLAWS OF THE TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM

WHEREAS, certain political subdivisions located within Tuscarawas County entered into an Agreement Forming the Tuscarawas County HealthCare Consortium and Joint Self Insurance Agreement (the “Agreement”) pursuant to Ohio Revised Code Chapter 167, for the purposes of addressing problems of mutual concern; and

WHEREAS, Ohio law requires a regional council of governments to adopt bylaws determining the officers of the Council and method for selection thereof, creating a governing board to act on behalf of the Council, appointing a fiscal officer, and providing for the conduct of the Council’s business;

WHEREAS, the governing body of each Participating Member has, by duly adopted resolution, approved the Agreement Regarding Health Benefits Program of the Tuscarawas County HealthCare Consortium and authorized its representative to approve these Bylaws, and the representatives of the Participating Members have met for the purpose of adopting these Bylaws in accordance with and pursuant to Ohio Revised Code Section 167.04;

NOW THEREFORE, the following provisions shall constitute the Bylaws of TCHC:

**ARTICLE I
NAME**

The name of this Regional Council of Governments shall be the Tuscarawas County Healthcare Consortium, hereinafter referred to as the TCHC.

**ARTICLE II
PURSPOSE**

The purpose of the TCHC is to join together political subdivisions to provide for certain medical and hospitalization benefits for the employees of the participating members in the TCHC.

ARTICLE III

FISCAL AGENT

The Fiscal Agent shall be Tuscarawas County or other Participating Member, and/or an individual or accounting firm designated and authorized by the Board of Directors.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1 Establishment of the Board. The TCHC shall have a Board of Directors which shall, among other duties, determine the general policy of TCHC. The Board of Directors shall consist of four members appointed by the Tuscarawas County Commissioners and the remaining Participating Members may appoint one additional Director by majority vote.

Section 4.2 Term of Directorships. A person appointed to serve as a Director on the Board shall remain in office until (1) the TCHC receives evidence of the appointment of successor, or (2) the effective time of the withdrawal from or termination of the Participating Member’s participation in the Health Benefits Program.

Section 4.3 Officers. The Board shall every three (3) years elect from the Directors of the Board a president, a vice president, a secretary, and a treasurer. The Director receiving the largest number of votes for each office shall be elected. No Director obviously may serve more than three (3) consecutive terms as president.

Section 4.4 Meetings.
(a) Regular meetings. Meetings of the Board shall be held no less frequently than semi-annually at such times as the President shall prescribe. The President shall give written notice to each Director of the time, date

and place of each semi-annual meeting, at least seven (7) days prior to each meeting. This notice may, but is not required to, contain an agenda of items to be discussed. Any item of TCHC business may be considered at such semi-annual meetings, whether or not identified on an agenda that may have been contained in the notice for the meeting.

(b) Special Meetings. Special meetings of the Board may be called by the President or by a majority of the Directors. Only items listed for discussion in the notice of the special meeting may be considered at a special meeting. The President shall give written notice to each Director of the time, date, place and purposes of a special meeting at least three (3) days prior to each set special meeting.

Section 4.5 Committees of the Board. The Board may from time to time appoint ad hoc committees of no fewer than three (3) of the Directors. The Board may change membership of the ad hoc committees at any time. An ad hoc committee may bind the Board only as to matters over which the Board has given such committee express authorization.

Section 4.6 Powers and Duties. The Board is authorized and directed to carry out each and every act necessary, convenient or desirable to and for carrying out the purpose of this Agreement and the Health Benefits Program, including, but not limited to:

- (c) facilitation of the contract with the Fiscal Agent to accomplish the administration of the Health Benefits Pool for settling and paying, or causing the payment of, claims on behalf of the Participating Members;
- (d) making and entering into subcontracts to conduct and operate the Health Benefits Pool;
- (e) employing any such persons or entities as are necessary to conduct the proper affairs of the Health Benefits Program;
- (f) terminating the participation of Members;
- (g) approving and amending the annual budget of the Health Benefits Program;
- (h) resolving disputes over the Scope of Coverage provided by the Health Benefits Program;
- (i) approving educational and other programs relating to risk reduction;
- (j) approving reasonable and necessary loss reduction and prevention procedures to be followed by all Members;
- (k) hiring an independent actuary who shall be a member of the American Academy of Actuaries to perform duties required by Section 9.833 of the Ohio Revised Code or otherwise by the Board;
- (l) purchase stop-loss insurance coverage on behalf of the Participating Members from an insurance company licensed to do business in the State of Ohio;
- (m) selection of a third party administrator or other medical vendors for claims payment, prescription management, and network services.

**ARTICLE V
MEMBERSHIP**

The Tuscarawas County HealthCare Consortium shall be composed of the following members:

- Tuscarawas County
- Alcohol, Drug Addiction, and Mental Health Services Board of Tuscarawas and Carroll Counties
- Baltic Corporation
- Bolivar Corporation
- Clay Township
- Dover Township
- Economic Development and Finance Alliance of Tuscarawas County
- Gnadenhutten Corporation
- Goshen Township
- Lawrence Township
- Midvale Corporation
- Mill Township
- Newcomerstown Corporation
- Oxford Township
- Rush Township
- Salem Township
- Sandy Township
- Strasburg Corporation
- Sugarcreek Township



- Tuscarawas County Board of Election
- Tuscarawas County Family and Children First Council
- Tuscarawas County Metropolitan Housing Authority
- Tuscarawas County Regional Planning Commission
- Tuscarawas County Soil and Water Conservation District
- Union Township
- Village of Tuscarawas
- Warren Township
- Warwick Township
- Washington Township
- Wayne Township

The Board shall set forth written requirements for the acceptance of additional members in its sole discretion.

**ARTICLE VI
DUTIES OF OFFICERS**

**ARTICLE VII
ADMENTDMENT**

**ARTICLE VIII
TERMINATION**

DISCUSSION: Commissioner Abbuhl explained the purpose of the TCHC is to define the function and rules of the employer/employee in regards to healthcare. For example, each entity will now be responsible for notifications such as FMLA (Family and Medical Leave Act) and HIPPA (Health Insurance Portability and Accountability Act) to their employees. The language will clear up who is responsible for what in regards to compliance issues. Mr. Abbuhl also stated that employee’s healthcare coverage is not changing. Tuscarawas County will now be in compliance with the American Care Act. Commissioner Everett stated the following agreement will define the purpose.

ROLL CALL: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

**RESOLUTION (786-2015) ADOPTION OF AGREEMENT-HEALTH BENEFITS PROGRAM
TUSCARAWAS COUNTY CONSOTRIUM**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger to adopt the following agreement and authorize the President of the Board to sign the agreement on behalf of Tuscarawas County.

**AGREEMENT REGARDING HEALTH
BENEFITS PROGRAM OF THE
TUSCARAWAS COUNTY HEALTHCARE
CONSORTIUM**

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**AGREEMENT REGARDING HEALTH BENEFITS PROGRAM OF THE
TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM**

WHEREAS, certain Political Subdivisions within Tuscarawas County (“Members”) have entered into Bylaws pursuant to Ohio Revised Code Chapter 167, establishing a regional council of governments known as the Tuscarawas County Healthcare Consortium (“TCHC”) for the purpose of promoting cooperative agreements and activities among its Members in purchasing supplies and services dealing with problems of mutual concern. The TCHC Bylaws are incorporated herein by reference; and

WHEREAS, the Members identified below have determined to undertake a self-insurance program (“Health Benefits Program”) to establish health care benefits for their officers and/or eligible employees (“Covered Persons”); and

WHEREAS, comprehensive guidelines for the funding, management and administration of the Health Benefits Program are to be provided in this Agreement Regarding Health Benefits Program (“Agreement”) of the TCHC for its Members; and

WHEREAS, this Agreement shall replace and supersede any and all prior individual or joint agreements or contracts entered into by any Member for the provision of health care benefits of the types specified herein for its employees;

WHEREAS, this Agreement, shall be executed in component parts by the Members upon approval of the respective Members and with such execution the Members desire to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and among the TCHC Members identified below, on behalf of which this Agreement has been executed in accordance with Chapter 167 of Ohio Revised Code, that:

Section 1. Definitions.

As used in this Agreement, the following words shall have the following meanings:

“Agreement” means this Agreement and any counterparts hereto as the same may be amended, modified or supplemented in accordance with their terms. This Agreement sets forth the comprehensive guidelines for the funding, management, administration, and operation of the Health Benefits Program.

“Board of Directors” means the Board of Directors of the TCHC, established pursuant to and having those powers and duties enumerated in this Agreement and the TCHC Bylaws and such other powers and duties that may from time to time be established.

“TCHC” means the Regional Council of Governments known as the Tuscarawas County Healthcare Consortium, organized under O.R.C. § 167, consisting of certain political subdivisions located within Tuscarawas County which may become Members of the TCHC pursuant to this Agreement.

“Covered Persons” means, when used with reference to a Member, the employees of that Member and the dependents of those employees who are eligible for benefits under the Health Benefits Program and, when used with reference to the TCHC shall mean all Covered Persons of all Members.

“Fiscal Agent” means the Fiscal Agent appointed pursuant to the TCHC Bylaws.

“Fiscal Year” shall mean the period from January 1 through December 31.

“Health Benefits Program” means the program authorized by this Agreement and the Board of Directors for the provision of medical, hospitalization, prescription drug, or other benefits to Covered Persons of the Members, as those benefits may be determined and revised, from time to time, in accordance with this Agreement.

“Operating Fund” means the fund established by this Agreement and maintained by the Fiscal Agent as a separate fund pursuant to Section 3 hereof, into which it shall place any and all moneys received from the Members for Program Costs. Interest earned on moneys in the Operating Fund shall be paid to that Fund.

“Operational Year” shall mean the period from January 1 through December 31.

“Member” means any political subdivision whose governing body has executed this Agreement and the TCHC Bylaws in its name in accordance with a duly adopted authorizing resolution.

“Plan Document” means the document of a Member describing eligibility for, and the benefits available to Covered Persons of that Member under the Health Benefits Program.

“Political Subdivision” means any political subdivision as defined in O.R.C. §9.833.

“Program Costs” shall mean all costs described in Section 8 of this Agreement and any other costs incurred in connection with the Health Benefits Program and approved by the Board of Directors.

“Reserve Amount” means that amount which each Member must reserve pursuant to an ordinance or resolution sufficient to cover potential cost of health care benefits as established by the Board of Directors pursuant to Section 4 and Section 9 of this Agreement.

“Reserve Fund” means the Reserve Fund which is established pursuant to Sections 3 and 9 of this Agreement for the purpose of pooling the Reserve Amounts of the Members.

“State” means the State of Ohio.

“Stop-Loss Insurance Coverage” means the insurance coverage described in Section 5 of this Agreement.

“Third-Party Administrator” means an individual or organization obligated under an agreement entered into pursuant to Sections 5 and 6 of this Agreement to provide administrative services to the TCHC in connection with the processing and payment of claims filed by Covered Persons under the Health Benefits Program.

Section 2. Management and Operation of the Health Benefits Program.

(A) **Board of Directors.** The Board of Directors of the TCHC established pursuant to the TCHC Bylaws, shall have, in addition to its powers and duties under this Agreement and the Bylaws, the following powers and duties in connection with the management and operation of the Health Benefits Program:

(1) It shall oversee and manage the operations of the TCHC and the Health Benefits Program, and it shall be responsible for the overall long term financial stability of the TCHC. In connection therewith, it may contract with any person, political subdivision, non-profit corporation organized under O.R.C. § 1702, or regional council of governments created under O.R.C. § 167 for the purposes of administration of the Health Benefits Program established by this Agreement.

(2) It shall consider and recommend to Members alternative coverage and benefits.

(3) It shall consider and determine the amounts of claims to be covered by policies of Stop-Loss Insurance Coverage.

(4) It shall authorize and direct the employment by the TCHC of such consultants, or professionals, including a member of the American Academy of Actuaries, as it deems necessary to assist in the administration and management of the Health Benefits Program and/or the Operating Fund.

(5) It shall determine the total estimated Program Costs for the Health Benefits Program for the next Fiscal Year and the total estimated Program Costs to be allocated to each Member and the necessity for adjustment in each Member’s share of Program Costs pursuant to Section 7 of this Agreement.

(6) It shall review the policies of and select carriers for insurance coverage, including Stop-Loss Insurance Coverage.

(7) It shall review contracts with and select Third-Party Administrators.

(8) It shall determine the management fee to be paid to the Fiscal Agent in connection with

its services for the Health Benefits Program.

(9) It may adopt a uniform plan design with respect to the coverage and types of benefits for Covered Persons to be adopted by the Members targeted at maximum cost savings.

(10) It shall adopt policies and procedures to ensure the confidentiality of any individually identifiable medical information, including but not limited to protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(11) It shall consider and determine any matter relating to the operation of the Health Benefits Program, including but not limited to:

- (a) Amendments to or modifications of this Agreement or the Bylaws;
- (b) Program Costs;
- (c) Each Member’s share of Program Costs;
- (d) The admission of Members to the Health Benefits Program; and
- (e) The disqualification of Members.

(12) Neither the Board of Directors nor its individual members shall be liable for any action taken or omitted in good faith, or for any action taken or omitted by any individual, firm, corporation, or any other organization selected with reasonable care. Liability insurance covering the Directors and Officers shall be purchased as an authorized expenditure of the TCHC.

Whenever this Agreement provides for an approval or determination to be made by the Board of Directors, the approval or determination made under this Agreement shall require the affirmative vote of at least a majority of the Board of Directors.

(B) Committees of the Board. The Chairperson of the Board of Directors may from time to time appoint ad hoc committees consisting of a majority of the Board. The Chairperson or the Board may change membership of the ad hoc committees at any time. An ad hoc committee shall make recommendations to the Board of Directors but may not bind the Board unless expressly authorized to do so.

Section 3. Fiscal Agent.

(A) Designation. The Fiscal Agent shall be the Fiscal Agent appointed by the Board of Directors pursuant to the TCHC Bylaws. The Fiscal Agent shall coordinate and administer the Health Benefits Program in accordance with this Agreement.

(B) Custody and Disbursements from the Operating Fund. The Operating Fund shall be maintained by the Fiscal Agent, or its designee, separate and apart from all other funds of the Fiscal Agent. The Board of Directors may, from time to time authorize and direct the Fiscal Agent to establish separate accounts within the Operating Fund. The Operating Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly O.R.C. § 135, and shall be the responsibility of the Fiscal Agent or its designee.

The Fiscal Agent shall deposit in the Operating Fund the monthly contributions received from the Members and shall keep a record of each Member’s contribution to the Operating Fund. Interest earned on moneys in the Operating Fund shall be credited to the Operating Fund. Amounts in the Operating Fund may be used to pay Program Costs, and each Member assumes the risk of all other Members with respect to the provision of the health care benefits to be provided cooperatively under the Health Benefits Program to the extent of the amounts required by this Agreement and resolutions of the Board of Directors to be paid to the Operating Fund. Disbursements from the Operating Fund may be made by the Fiscal Agent without further authorization or direction from the Board of Directors and subject only to the authorization of certification requirements of the Ohio Revised Code, for the purposes of: (a) the transfer of funds to a Third-Party Administrator for payment of claims, provided that the agreement with the Third-Party Administrator complies with Section 6 of this Agreement, and (b) the payment of premiums for Stop-Loss Insurance Coverage, provided that such Stop-Loss Insurance Coverage has been approved by the Board of Directors pursuant to Section 2 of this Agreement. Additional disbursements may be made from the Operating Fund by the Fiscal Agent at the discretion of the Board of Directors for any proper purpose of the Health Benefits Program, including but not limited to payment of fees of any Third-Party Administrator, the Fiscal Agent, consultants and lawyers and payment of other operating expenses.

(C) Custody of Reserve Fund. The Reserve Fund established in accordance with Section 9 of this Agreement shall be maintained by the Fiscal Agent separate and apart from all other funds of the Fiscal Agent. The Reserve Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly O.R.C. § 135, and shall be the responsibility of the Fiscal Agent. The Fiscal Agent shall keep a separate record of each Member’s deposits in the Reserve Fund. Interest earned on moneys on deposit in the Reserve Fund shall be credited to that Fund.

(D) Fidelity Bond. The Fiscal Agent shall obtain and keep in force a fidelity bond, in the amount determined by, and with the surety company approved by, the Board of Directors. In lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force the Fiscal Agent’s existing fidelity bond. In either case, the Fiscal Agent and the TCHC shall be beneficiaries of such fidelity bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

(E) Maintenance of Records. The Fiscal Agent shall maintain records which separately identify by

Member all contributions from the respective Member for Program Costs. The Fiscal Agent shall maintain or cause to be maintained records which account for all disbursements or transfers from the Operating Fund and Reserve Fund.

(F) Reports. The Fiscal Agent, or its designee, shall make reports to the Board of Directors concerning all contributions to and disbursements from the Operating Fund, and all contributions to and transfers from the Reserve Fund, and shall provide the Board of Directors with copies of any reports of any Third-Party Administrator filed with the Fiscal Agent. In addition, the Fiscal Agent, or its designee, shall provide all information required by any actuary retained by the Board of Directors pursuant to O.R.C. § 9.833.

(G) Administrative Fee. In consideration for its services, the Fiscal Agent may receive a fee from the TCHC in such amount as the Board of Directors shall approve.

Section 4. Actuary and Actuary Report.

The Board of Directors, or its designee, shall retain an actuary, who shall be a member of the American Academy of Actuaries, and who shall review the funds of the TCHC to determine that they are reserved as necessary in the exercise of sound and prudent actuarial judgment, to cover the potential cost of the Health Benefits Program. The Board of Directors shall cause to be prepared a certified audited financial statement and a report of aggregate amounts so reserved and aggregated disbursements from such funds, together with a written report of a member of the American Academy of Actuaries certifying whether the amounts reserved conform to the requirements O.R.C. 9.833; are computed in accordance with accepted loss reserving standards; and are fairly stated in accordance with sound loss reserving principles. Such report shall be prepared and maintained, within ninety days after the last day of the fiscal year and kept in the office of the Board of Directors. The report shall be in compliance with O.R.C. 9.833(C) and the report shall be provided to the Auditor of Ohio under Chapter 117 of the Revised Code. The actuary report shall be submitted to the State Superintendent of Insurance. The report shall also be provided to the State Auditor. The report shall include, but not be limited to, disbursements made for the administration of the TCHC including claims paid, costs of the legal representation of the Members or the TCHC, and all fees paid to the Fiscal Agent, actuary, and other consultants or professionals retained by the TCHC.

Section 5. Provision of Health Care Benefits.

(A) Insurance Coverage. The TCHC shall administer the provision of medical, hospitalization, prescription drug, or any other benefits which may be included, from time to time, in a Member's Plan Document, to all Covered Persons of each Member for all claims incurred during membership in the TCHC. Such benefits may be provided in whole or in part through (1) insurance policies issued by insurance companies or hospital service associations licensed to do business in the State, or (2) insurance plans which obligate each Member to pay claims costs for its Covered Persons up to a predetermined level and under which an insurance company or companies licensed to do business in the State assume the risk of any additional claims covered by the Plan Document.

Insurance limits, types of claims covered, eligibility for benefits and any deductibles shall be approved by the governing board of each Member and shall be described in the Member's Plan Document. In the event that all Members adopt a uniform plan of benefits, that plan document shall be prepared by the Board of Directors or its designee and shall be provided to each Member by the Board of Directors. The Plan Document may be amended from time to time, subject to the approval of the Board of Directors, to provide alternative or additional types of coverage. Insurance carriers shall be selected by the Board of Directors, which shall review all policies of insurance coverage.

Each Member shall notify the Fiscal Agent, or its designee, and the Third-Party Administrator of the identity of all Covered Persons and supply any other relevant personnel data as may be deemed necessary by the Board of Directors for the administration of the Health Benefits Program.

Each member shall remain responsible for compliance with federal and Ohio laws governing Health Care Benefits to its employees, including, but not limited to, the Affordable Care Act (ACA), Consolidated Omnibus Budget Reconciliation Act (COBRA), Family and Medical Leave Act (FMLA), Healthcare Access Portability and Renewability Act (HIPAA), Fair Labor Standards Act (FLSA), Employee Retirement Income Security Act (ERISA), Ohio Workers Compensation and Occupational Safety and Health Administration (OSHA). Each member shall remain responsible for the administration and record keeping functions for its employees, including but not limited to, notification, enrollment, changes in coverage, changes in type of coverage, open enrollments, employee participation, new employees and terminated employees.

(B) Stop-Loss Insurance. In the event that the TCHC determines to adopt a plan for medical, hospitalization, prescription drug, or other insurance benefits under which each Member is obligated to pay claims of its Covered Persons up to a predetermined level, the TCHC shall purchase Stop-Loss Insurance Coverage on behalf of the Members from an insurance company or companies licensed to do business in the State. That Stop-Loss Insurance Coverage shall obligate the insurance company to pay all amounts in excess of a predetermined, specified dollar amount (the "Stop-Loss Attachment Level") with respect to aggregate claims and/or individual claims of all Covered Persons of all combined Members in any one Fiscal Year.

(C) Third-Party Administrator. In the event that the TCHC determines to adopt a plan for medical, hospitalization, prescription drug, or other insurance benefits under which each Member is obligated to pay claims up to a predetermined level, the TCHC shall enter into a contract with a Third-Party Administrator to evaluate and process the payment of claims. The Third-Party Administrator shall be any organization with experience in the administration of health plan claims determined by the Board of Directors to be qualified, financially sound, and capable of meeting all of the service requirements of the contract of administration and any additional requirements which may be established by the Board of Directors.

The Third-Party Administrator shall perform those duties specified in the contract which shall be entered into between the Third-Party Administrator and the TCHC in accordance with the provisions of this Agreement.

(D) Confidentiality of Medical Information. The Board of Directors, Fiscal Agent, Third-Party Administrator, and any designees shall adopt policies and procedures to ensure and maintain the confidentiality of any individually identifiable medical information of Covered Persons, including but not limited to protected health information under HIPAA, the names of individuals who have filed claims for health care benefits, the amount of claims filed or paid on behalf of any Covered Person, and the medical records relating to any claims, all of which shall not be public records. Reports required to be made by the Fiscal Agent or Third-Party Administrator under this Agreement to Members or their Representatives, the Board of Directors, or any other person or entity, shall identify claims paid by the line of coverage but shall not include any identification of the individual who filed a claim or to whom benefits were paid.

Section 6. Contracts with Third-Party Administrators.

The Board of Directors shall contract with a Third-Party Administrator and delegate to such Administrator contractual powers and duties as the Board deems desirable. Any contract entered into by the TCHC with a Third-Party Administrator in connection with the Health Benefits Program shall contain agreements on the part of the Third-Party Administrator to the effect that:

(A) Prior to making a request to the Fiscal Agent, or its designee, for the disbursement of moneys from the Operating Fund to pay claims of Covered Persons, the Third-Party Administrator shall confirm the eligibility of the Covered Persons.

(B) The Third-Party Administrator shall maintain records which account separately for each claim filed by Covered Persons of each Member.

(C) Each request of the Fiscal Agent from the Third-Party Administrator for the disbursement of moneys from the Operating Fund for the payment of claims is to be paid.

(D) The Third-Party Administrator shall file monthly reports with the Fiscal Agent on or before the fifteenth (15th) day of each month which summarize the claims paid for the preceding months, separately identifying each claim paid and the Member on behalf of which the claim was paid.

(E) The Third-Party Administrator shall assume sole responsibility for the payment of claims for which the Fiscal Agent, or its designee, has disbursed moneys to the Third-Party Administrator.

(F) The Third-Party Administrator shall submit separate statements for administrative fees to the Fiscal Agent so the Fiscal Agent can separately account for amounts paid under the Health Benefits Program for claims and amounts paid for administrative services.

(G) The Third-Party Administrator shall obtain and keep in force a fidelity bond in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors. The amount of that fidelity bond shall not be reduced without the prior consent of the Board of Directors.

The Board of Directors intends to continue existing contracts with Aultcare to provide services as Third Party Administrator to the TCHC which contracts provide Stop-Loss Insurance Coverage, Administrative Services all of which are discussed and summarized in the Summary Plan Description. To the extent such contracts are not in compliance with the above described terms, neither the Board of Directors or Aultcare shall be bound by those terms or liable to Members for not being in compliance with these terms.

Section 7. Estimate of Costs; Payments by Members.

(A) On or before the first semi-annual meeting of the Board of Directors in the Fiscal Year preceding the Fiscal Year for which the following estimates are made, the Fiscal Agent or designee, shall submit to the Board of Directors a written estimate of (a) Program Costs for the next Fiscal Year, (b) each Member's share of those Program Costs, as described in Section 8 of this Agreement based on the plan of benefits offered by the Member, and (c) the Reserve Amount required for each Member, as described in Section 9 of this Agreement. Those estimated costs shall be presented in enough detail so that the Board of Directors can determine their sufficiency to maintain the actuarial soundness of the Operating Fund and the Reserve Amounts and to pay all related premiums and costs.

(B) The Board of Directors shall consider the estimates and accept or modify the same, in accordance with any collective bargaining agreement, or provisions thereof, negotiated by the Member and the recognized bargaining representative of its employees. It shall then instruct the Fiscal Agent, or its designee, to deliver to the Members, on or before the 15th day of December, an estimated budget of the Health Benefits Program for the next Fiscal Year, evidencing each Member's share of that budget. If it is necessary to modify an estimate to comply with any negotiated collective bargaining agreements, that modified estimate shall be supplied by the Board of Directors to the Fiscal Agent, or its designee, and then subsequently to the Member as soon as possible thereafter.

(C) Each Member shall include its share of that budget in its annual appropriations resolution. Each Member shall remit its share of the Program Costs to the Fiscal Agent, or its designee, for deposit in the Operating Fund on or before the twenty-fifth (25th) day of each month.

(D) Payments tendered by third parties on behalf of a Member for the Member's monthly share of the Program Costs may be accepted by the Fiscal Agent, or its designee; however, under no circumstances will refunds

be made by the Fiscal Agent to the third party or the Member. The acceptance by the Fiscal Agent of payments tendered by a third party does not confer upon the third party any rights, expectancies, or obligations under this Agreement or the Bylaws.

(E) If the aggregate contributions of all Members made in accordance with that budget prove to be insufficient to pay the total Program Costs of the Health Benefits Program for that Fiscal Year, as determined by the Board of Directors, the Fiscal Agent, at the direction of the Board, shall promptly notify in writing each Member of any additional Program Costs, that Member's share of those additional costs and any additional Reserve Amounts required, whereupon each Member shall appropriate (pursuant to O.R.C. § 5705) the amount stated in that notice. Such additional Program Costs shall be apportioned among the Members in the same proportion as the Program Costs for that Fiscal Year were apportioned among the Members pursuant to Section 8 of this Agreement. In lieu of the foregoing, if the Board of Directors determines that the Reserve Fund is more than sufficient to meet the actuarial requirements calculated in the manner provided in Section 4 of this Agreement, the Board may elect to use the excess reserves to cover the costs.

(F) Each Member shall comply with all applicable laws with respect to the reservation of funds necessary for any individual or joint self-insurance arrangement included in the Health Benefits Program. To the extent required by applicable laws, each Member shall establish a special fund for the deposit of amounts required by this Agreement to be paid to the Health Benefits Program for any individual or joint self-insurance arrangements. To the extent permitted by law, the aggregate of the Member's appropriation accounts for employee benefits shall be deemed to be a special fund.

(G) Under no circumstances shall the Fiscal Agent, or its designee, have the power to incur obligations for Program Costs in an amount which exceeds the total unspent amount appropriated for Program Costs and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 8. Apportionment of Costs.

Each Member's share of the Program Costs shall be the sum of the costs allocated to each Member by the Board of Directors under paragraphs (A), (B), and (C) of this Section 8. The Board of Directors may utilize the services of an outside consultant to assist it in its preparation of the following estimates:

(A) The Board of Directors shall determine the amount of funds necessary to pay claims of Covered Persons of each Member for the next Fiscal Year by evaluating (1) the claims experience for that Member for any preceding Fiscal Years and the amounts which that Member is obligated to pay for claims under the limits of Stop-Loss Insurance Coverage, (2) allowances which may be made for increased costs or utilization of benefits, (3) changes, if any, in the number or ages of Covered Persons for that Member, (4) changes, if any, in the types of claims covered by the Health Benefits Program, and (5) any other matters which the Board of Directors deems relevant to such determination. A schedule shall be prepared by the Board of Directors separately identifying the amount to be contributed to the Operating Fund by each Member for claims estimated to be filed by Covered Persons of that Member.

(B) The Board of Directors, or its designee, shall determine the estimated costs of all premiums for Stop-Loss Insurance Coverage for the next Fiscal Year and shall prepare a schedule apportioning the cost of those premiums among the Members in any manner not otherwise prohibited by law.

(C) The Board of Directors, or its designee, shall estimate any fees to be paid to the Fiscal Agent, compensation of any staff hired by the TCHC to administer the Health Benefits Program, fees to be paid to any Third-Party Administrator and consultants or others for the next Fiscal Year, and any other costs of operating the Health Benefits Program for the next Fiscal Year. The Board of Directors shall develop a schedule apportioning those fees and costs among the Members in any manner not otherwise prohibited by law.

Section 9. Establishment of Reserves.

The Board of Directors, or its designee, shall annually estimate on or before the first semi-annual meeting the Reserve Amount. Each Member shall include its Reserve Amount in its annual appropriations resolution. Each Member must deposit its Reserve Amount in the Reserve Fund. Amounts in the Reserve Fund shall be invested by the Fiscal Agent in accordance with O.R.C. § 135.

Section 10. Withdrawal of a Member.

(A) Any Member shall be entitled to withdraw from the TCHC pursuant to the TCHC Bylaws. In withdrawing, the Member also withdraws from participation under this Agreement. Upon withdrawal by a Member from the TCHC, the Board of Directors, or its designee, shall determine if the amount of money on deposit in the Operating Fund and the Reserve Fund is sufficient to pay the obligations of the withdrawing Member to the TCHC as of the effective date of withdrawal, including, without limitation, claims, the withdrawing Member's share of administrative expenses, insurance or reinsurance premiums, fees of claims administrators, cost containment or utilization review contractors, actuaries, and others for the period of participation in the TCHC. In the event that the amount of money on deposit in the Operating Fund and the Reserve Fund is not sufficient to pay the obligations of the withdrawing Member, or in the event the withdrawing Member has not met its current obligations to the TCHC as of the effective date of withdrawal, the Board of Directors or its designee, shall determine the amount owed to the TCHC by that withdrawing Member, and the Fiscal Agent shall deliver a written notice to the withdrawing Member setting forth the amount owed. That amount shall be paid to the Operating Fund and/or the Reserve Fund within fifteen (15) days of receipt of that notice. In the event that the amount of money on deposit in the Operating Fund and the Reserve Fund is sufficient to pay the obligations of the withdrawing Member, the Board of Directors or its

designee, shall determine the amount owed to the withdrawing Member, but such amount cannot exceed the amount of prorated unused premium.

(B) Failure by any Member, to appropriate and remit when due any of its monthly share of the Program Costs and all other payments required by this Agreement shall cause the suspension of such Member, during which period no claims shall be paid on behalf of such Member and no liability for claims shall accrue to the TCHC beyond the period for which Program Costs have been paid prior to the suspension of the Member. In addition, any Member who has under fifty percent (50%) participation of eligible employees shall withdraw or be terminated from the TCHC unless approved in writing by the Board of Directors. The fifty percent participation requirement shall not apply to the initial Members of the TCHC. Upon withdrawal, under this Section, the withdrawing Member may not be considered for Membership again for a period of three (3) years and until it has fully complied with the procedures contained in Section 11 of this Agreement. This three (3) year period may be waived by the Board of Directors in its sole discretion.

(C) All claims of Covered Persons of the withdrawing Member that have not been processed and paid by the TCHC at or prior to that Member's effective date of withdrawal from the TCHC shall not be the liability of the TCHC. The withdrawing Member specifically waives its rights against the Operating Fund, the Reserve Fund and the TCHC for the payment of claims incurred, claims reported, and claims processed for payment after its effective date of withdrawal.

(D) Any Member that withdraws from the TCHC shall have no claim against the funds or assets held by or for the TCHC. Upon the withdrawal of any Member in accordance with this Section, whether by notice or nonpayment, such withdrawing Member shall forfeit its pro rata share of any and all funds or other assets held by or for the TCHC.

Section 11. Inclusion of Additional Members.

Members of the TCHC must be Members of this Agreement and non-members of the TCHC cannot join under this Agreement.

Section 12. Amendments.

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the majority of the Board of Directors.

Section 13. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as provided in Section 14.

Section 14. Termination.

(A) This Agreement may be terminated by the Board of Directors who then shall meet, within thirty (30) days, to make recommendations to the Members with respect to matters which must be resolved which are not addressed by this Agreement.

(B) Upon termination any moneys on deposit in the Reserve Fund shall be transferred to the Members in the amount each contributed to that Fund, plus that Member's allocable share of any investment earnings on that amount.

(C) Upon termination, the Operating Fund shall be maintained by the Fiscal Agent and claims accruing prior to the date of termination shall be paid on behalf of the Members from the Operating Fund by the Fiscal Agent and any Third-Party Administrator for a period of ninety (90) days or until the Operating Fund is depleted, whichever shall occur first. Thereafter, the Fiscal Agent shall distribute to each Member the difference between its contributions to the Operating Fund and the total of (1) all claims paid to the Covered Persons of that Member, and (2) that Member's share of all premiums paid for Stop-Loss Insurance Coverage, fees for services of the Third-Party Administrator and other Program Costs.

(D) Upon disbursement of any moneys in the Operating Fund to the Members, all further claims of Covered Persons shall be the liability of their employing Member, and the Members shall be deemed to have waived all rights and claims against the TCHC Health Benefits Program, any Third-Party Administrator, and the Fiscal Agent for the payment of claims.

Section 15. Effectiveness.

This Agreement shall not be effective until executed by at least a majority of the Members. Each Member executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

Section 16. Notices; Reports; Miscellaneous.

Any notice to a Member required to be in writing shall be deemed given if left at the office of the representative of such Member or deposited in the United States mail, postage prepaid, by certified mail addressed to that representative.

IN WITNESS WHEREOF, this Agreement has been approved by the legal representative of each of the members pursuant to action of their Governing Boards on the date set forth opposite their representatives' signatures.

Tuscarawas County

Date: _____

By: _____
Its: _____

Alcohol, Drug Addiction, and Mental Health Services Board of Tuscarawas and Carroll Counties

Date: _____

By: _____
Its: _____

Baltic Corporation

Date: _____

By: _____
Its: _____

Bolivar Corporation

Date: _____

By: _____
Its: _____

Clay Township

Date: _____

By: _____
Its: _____

Dover Township

Date: _____

By: _____
Its: _____

Economic Development and Finance Alliance of Tuscarawas County

Date: _____

By: _____
Its: _____

Gnadenhutten Corporation

Date: _____

By: _____
Its: _____

Goshen Township

Date: _____

By: _____
Its: _____

Lawrence Township

Date: _____

By: _____
Its: _____

Midvale Corporation

Date: _____

By: _____
Its: _____

Mill Township

Date: _____

By: _____
Its: _____

Newcomerstown Corporation

Date: _____

By: _____
Its: _____

Oxford Township

Date: _____

By: _____
Its: _____

Rush Township

Date: _____

By: _____

Its: _____

Salem Township

By: _____
Its: _____

Date: _____

Sandy Township

By: _____
Its: _____

Date: _____

Strasburg Corporation

By: _____
Its: _____

Date: _____

Sugarcreek Township

By: _____
Its: _____

Date: _____

Tuscarawas County Board of Election

By: _____
Its: _____

Date: _____

**Tuscarawas County Family and
Children First Council**

By: _____
Its: _____

Date: _____

**Tuscarawas County Metropolitan
Housing Authority**

By: _____
Its: _____

Date: _____

**Tuscarawas County Regional
Planning Commission**

By: _____
Its: _____

Date: _____

**Tuscarawas County Soil
and Water Conservation District**

By: _____
Its: _____

Date: _____

Union Township

By: _____
Its: _____

Date: _____

Village of Tuscarawas

By: _____
Its: _____

Date: _____

Warren Township

By: _____
Its: _____

Date: _____

Warwick Township

By: _____
Its: _____

Date: _____

Washington Township

Date: _____

By: _____
Its: _____

Wayne Township

Date: _____

By: _____
Its: _____

ROLL CALL:

Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (787-2015) PROCLAMATION NP MARCHING QUAKER BAND 100 YEARS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recognize the New Philadelphia Marching Quaker Band for 100 years of existence.

Proclamation

WHEREAS: New Philadelphia Marching Quaker Band was organized on January 1915 by Frank R. Speck, Director of Music with their public debut at the 1915 Memorial Day Parade; and

WHEREAS: The New Philadelphia Marching Quakers have participated in EVERY Memorial Day and Veteran's Day ceremony, without missing even one year from 1915 to 2015; and

WHEREAS: Through the diligent and dedicated hard work of the various band directors and the many students, this Band has earned 2 NATIONAL CHAMPIONSHIPS in Class A "Bands of America"; and

WHEREAS: Since 2005, the band has grown from 41 members to the current 140 members. This is a testament to the reputation of high quality showmanship which has spurred the resurgence of interest in participation in this high caliber team; and

WHEREAS: The New Philadelphia Marching Quakers proudly represents with honor and distinction, New Philadelphia as well as Tuscarawas County as they travel throughout the United States including New York, Pearl Harbor and many competitions they participate in every year;

NOW THEREFORE, BE IT RESOLVED by the Tuscarawas County Commissioners to acknowledge the many accomplishments of the NEW PHILADELPHIA MARCHING QUAKERS over the past 100 years and wish them the all the best in their future endeavors. Keep marching on!



Tuscarawas County Commissioners

Belle Everett
Belle Everett

Kerry Metzger
Kerry Metzger

Chris Abbuhl
Chris Abbuhl

VOTE:

Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (788-2015) PAYMENT OF BILLS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve for payment the following bills.

911		
Frontier	Service	229.35
MNJ Technologies	Supplies	224.32
Frontier	Wireless Tariff	544.32
Clerk of Courts		
Jodi Fouts	Travel	30.36
Jeanne Stephen	Travel	89.24
Cleveland Time Clock Service Co	Time Stamp Machine	840.48
Frontier	Service	50.42

Twin City Chamber of Commerce	Lease	175.00
First Data	Service	209.44
Commissioners		
Staples Business Advantage	Supplies	14.49
Staples Business Advantage	Supplies	40.27
Union Hospital	TB Testing	459.20
Union Hospital	TB Testing	72.15
Office Max	Supplies	308.80
Frontier	Service/339.1855	418.99
Frontier	Service/364.6784	206.18
TASC Client Invoices	Flex System Plan Admin Fees	893.73
Accurate Auto Repair	Service	66.10
Union Physician Services	TB Testing	738.00
Radiology Associates of Canton	TB Testing	168.00
Radiology Associates of Canton	TB Testing	28.00
Clinicians in Infectious Disease	TB Testing	150.00
Union Hospital	TB Testing	53.70
Key Chrysler	(5) Dodge Chargers/Sheriff	113,621.25
Harris Battery	Batteries	61.96
NP Postmaster	Business Reply Mail	500.00
Haugh Construction	JFS Security Upgrade/App #1	18,268.01
Common Pleas		
Matthew Bender & Co	Legal Publications	214.02
Residence Inn Columbus Easton	Lodging	350.00
Quickprint Center	Supplies	350.00
Staples Credit Plan	Supplies	199.79
Community & Economic Development		
Tusc Co OCED	General Admin/B-F-14-1CT-1	5,995.06
Community Corrections		
Comdoc	Annual Maintenance Contract	910.60
American Court & Drug Testing Service	Electronic Monitoring	3,355.00
Verizon Wireless	Cell Phone Service	152.40
Horizon's	Transportation Services	899.00
Tusc Co Sheriff's Reserves	Security	453.00
First Communications	Long Distance	15.92
Coroner		
Stark County Coroner's Office	Autopsies	2,885.00
Dog Pound		
Blasenhauer Plumbing	Service	107.28
Engineer		
Independence Business Supply	Supplies	80.68
BOG Construction	Project # 8-2014/CR 62 Bridge	10,895.92
First Communications	Long Distance	20.91
Job & Family Services		
Walmart Community	FC Medical Supplies	639.36
Guidestone	Prevention Fund/Parent Mentoring	256.73
Kevin & Angela Cantrell	FC Clothing Reimb	38.21
Thomas Austin	FC Clothing Reimb	190.00
Guidestone	FACES/Parenting Mentoring	300.32
Chrysalis Counseling Center	FACES/Assessment	615.00
All About Children	IV-E Daycare	490.47
Community Mental Healthcare	FACES/Evaluation	792.00
Williams Furniture	Prevention Fund/Bed	874.95
American Electric Power	FACES/Electric	450.00
Naomi Martin	KPIP	525.00
Secretario de Hacienda de Puert	FC Birth Certificate	5.00
Treasurer State of OH	Driving Records	20.00
Elaine Affolter	Notary Fee	61.00
Triad Roofing & Services	Roof Repair Materials & Labor	208.30
Scott Miller	Diversion	848.00

Treasurer State of OH	PRC	75.00
Alfa Vision Insurance	PRC	182.93
Provantage	Roller Kits for Scanner	111.95
GBS Filing	Conversion Tabs for Protective Files	56.26
Graphic Enterprises	Toner	45.36
G & L Supply	Supplies	45.99
Cannon IV	Toner	352.22
Staples Advantage	Supplies	981.49
Office Max	Supplies	61.47
Amazon	Thermal Strike Ranger to Treat Bed Bugs	218.03
Action Now Services	Monthly Pest Control	55.00
Workforce Initiative Association	TANF Summer Youth	137,649.85
Graphic Enterprises	Copier Contract Payments	474.90
Frontier	Fire Lines	115.34
Robb Rectanus	Travel	586.99
BT Tire & Brake	PRC	1,307.79
Juvenile/Probate		
Staples	Supplies	176.34
Staples	Supplies	190.01
Johnson Printing	Supplies	391.75
Johnson Printing	Supplies	391.75
Law Library		
Thomson Reuters West	Books	916.67
Integrity Computer Center	Service Call	210.00
Public Defender		
Staples	Supplies	512.43
UPS	Postage	9.05
Frank Bair	Utilities	456.41
Sheriff		
Frontier	Service	1,775.33
MNJ Technologies	Printer/Toner Supplies	97.00
Sugarcreek Vet Clinic	Medical Treatment/K9	30.96
Hajoca Corp	Supplies	187.05
Water & Sewer		
MCTV	Remote Access/Dundee	169.95
Twin City Water & Sewer	Midvale/Barnhill Sewer Charges	5,772.93
AW Smith Well Drilling	Pump Replacement/Well #1 Dundee WTP	9,679.70
Northeast OH Natural Gas	Utility	17.55
AT & T	Service	53.03
Cintas	Uniform Rental	327.18
Reidl's	Vehicle Repair	374.78
Rex Pipe	Materials	34.91
Midwest Sign	Vehicle Numbers	76.30
Coshocton Environmental Testing	Lab Services	240.00
Coshocton Environmental Testing	Lab Services	277.50
Clum Tire	Tires	344.00
Reidl's	Vehicle Repair	71.40
Rex Pipe	Materials	96.96
Rex Pipe	Materials	33.07
Midwest Sign	Vehicle Numbers	128.40
Ohio Light Truck Parts	Truck Improvements	859.60
Ohio Light Truck Parts	Equipment for Trucks	252.35
Verizon Wireless	Cell Phone	317.94
First Communications	Long Distance	335.43
Dover Utilities	Utility	285.37

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

DISCUSSION: David Haverfield, Director, Tuscarawas County Job & Family Services (TCJFS) was present to request approval for exchange of funds with several different counties and a local agency.

These funds are a conglomeration of state and federal money which enable flexible funding. However, there will not be an exchange of funds with the Tuscarawas County Child Support Enforcement Agency (CSEA). They are not permitted to exchange funds. TCJFS has flexibility and will still be giving funds to the CSEA. By doing this it will allow the CSEA to operate this year without requesting local funds. Commissioner Abbuhl commended Mr. Haverfield and the TCJFS for their work with other counties to utilize funding from the state and federal level.

RESOLUTION (789-2015) EXCHANGE OF FUNDS-INTER-COUNTY AGREEMENT-CSEA

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve funds allocated to TCJFS be transferred to CSEA in accordance with Ohio Administrative Code section 5101:9-6-05 as requested by David Haverfield, Director.



389 16th Street SW
New Philadelphia, Ohio 44663
Phone: 330-339-7791 or 800-431-2347
Fax: 330-339-6388 TTY/TTD: 1-800-750-0750
www.tcjfs.org

August 25, 2015

On behalf of Tuscarawas County Job & Family Services (TCJFS), I respectfully request a resolution by the Tuscarawas County Board of Commissioners to permit funds allocated to TCJFS be transferred to the Tuscarawas County Child Support Enforcement Agency (CSEA) from the following account:

- Income Maintenance.

The amount to be transferred is \$93,276.00. These monies are state general revenue funds and may be transferred to a stand-alone CSEA in accordance with Ohio Administrative Code section 5101:9-6-05. If approved, TCJFS and CSEA will enter into a memorandum of understanding as necessary to affect the transfer of funds.

Many of the funding streams allocated to TCJFS have strict parameters governing expenditures. In addition, changes in funding methodologies during a budget period left TCJFS in the position of not being able to expend the monies within the parameters established. If permitted to transfer funds to CSEA, state dollars will remain in Tuscarawas County. Please note that this is a common practice in JFS agencies throughout the state to ensure full utilization of allocated funds and to assist partner agencies whose services are vital in serving local citizens.

David W. Haverfield

David W. Haverfield, Director

Approved by Resolution:
Belle Everett

Commissioner Belle Everett

8/28/2015
Date:

Kerry Metzger

Commissioner Kerry Metzger

8/28/2015
Date:

Chris Abbuhl

Commissioner Chris Abbuhl

8/28/2015
Date:

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (790-2015) APPROVAL EXCHANGE OF FUNDS-CARROLL COUNTY JFS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the exchange of funds between Tuscarawas County Job & Family Services and Carroll County Job & Family Services as requested by David Haverfield, Director.



389 16th Street SW
New Philadelphia, Ohio 44663
Phone: 330-339-7791 or 800-431-2347
Fax: 330-339-6388 TTY/TTD: 1-800-750-0750
www.tcjfs.org

August 11, 2015

The attached papers are a request to exchange funds between Tuscarawas County Job & Family Services and Carroll County Job & Family Services.

The inter-county agreements have been signed by both directors, David Haverfield and Kate Offenberger. I do not have Carroll County's agreement but I have attached an email from Kate agreeing to the exchange of funds.

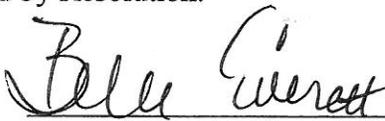
Tuscarawas County agrees to provide Carroll County with \$8,850.00 from their Income Maintenance funding and Carroll County agrees to provide Tuscarawas County \$8,850.00 from their Title XX Transfer Subsidy funding.

Please approve by resolution.



David W. Haverfield, Director

Approved by Resolution:



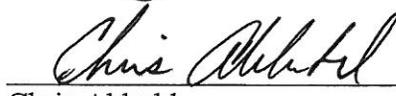
Belle Everett

8/27/15
Date



Kerry Metzger

8/27/15
Date



Chris Abbuhl

8/27/15
Date

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (791-2015) APPROVAL EXCHANGE OF FUNDS- FAIRFIELD COUNTY JFS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the exchange of funds between Tuscarawas County Job & Family Services and Fairfield County Job & Family Services as requested by David Haverfield, Director.



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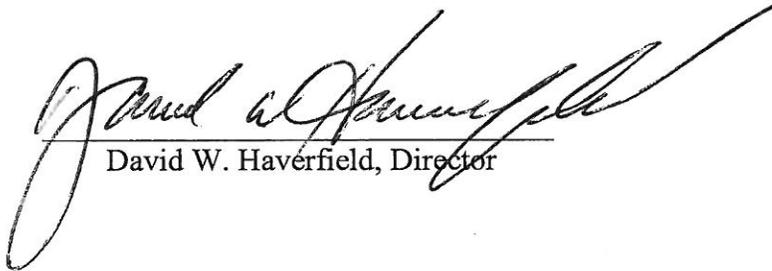
August 24, 2015

The attached papers are a request to exchange funds between Tuscarawas County Job & Family Services and Fairfield County Job & Family Services.

The inter-county agreements have been signed by both directors, David Haverfield and Aundrea N. Cordel.

Tuscarawas County agrees to provide Fairfield County with \$45,000.00 from their Income Maintenance funding and Fairfield County agrees to provide Tuscarawas County \$45,000.00 from their Title XX Transfer Subsidy funding.

Please approve by resolution.


David W. Haverfield, Director

Approved by Resolution:


Belle Everett

8/27/15
Date


Kerry Metzger

8/27/15
Date


Chris Abbuhl

8/27/15
Date

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (792-2015) APPROVAL EXCHANGE OF FUNDS- HARRISON COUNTY JFS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the exchange of funds between Tuscarawas County Job & Family Services and Harrison County Job & Family Services as requested by David Haverfield, Director.



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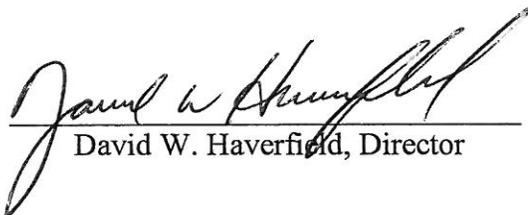
August 11, 2015

The attached papers are a request to exchange funds between Tuscarawas County Job & Family Services and Harrison County Job & Family Services.

The inter-county agreements have been signed by both directors, David Haverfield and Scott Blackburn.

Tuscarawas County agrees to provide Harrison County with \$22,500.00 from their Income Maintenance funding and Harrison County agrees to provide Tuscarawas County \$10,000.00 from their Title XX Transfer Subsidy funding and \$12,500.00 from their Title XX Base Subsidy funding.

Please approve by resolution.



David W. Haverfield, Director

Approved by Resolution:



Belle Everett

8/27/15
Date



Kerry Metzger

8/27/15
Date



Chris Abbuhl

8/27/15
Date

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (793-2015) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 9:26 a.m., for the purpose of bid openings at 9:30 a.m.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

Commissioner Everett called the meeting out of recess and back into Regular Session at 9:30 a.m.

RESOLUTION (794-2015) BID OPENINGS COUNTY ENGINEER-PROJECT #4 RESURFACING CR105 (DUEBER ROAD)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl to take under advisement the following bids that were opened and publically read by Joe Bachman, Engineer.

PROJECT #4-2015 TUSCARAWAS COUNTY-ROADWAY RESURFACING CR105 DUEBER ROAD

	BID BOND	ESTIMATE \$80,000.00
Newton Asphalt	X	\$72,455.00
Superior Paving	X	\$75,401.00

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

NOTE: Joe Bachman, County Engineer, stated the funds for this project are from a Stark-Tuscarawas-Wayne Joint Solid Waste Management District grant.

NO OTHER BUSINESS COMING BEFORE THE BOARD

RESOLUTION (795-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:31 a.m. to meet in Regular Session, Monday the 31st day of August, 2015.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.

Debbie Everett

Kerry Metzger

Chris Stahl

Attest: Maxia A. Gutschenscheeger
Clerk of the Board