

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2019**

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 19-259

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 21, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 21, 2019; and

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-260

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0322, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0322:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0322, memo transfers in batch numbers MTAPR0322 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Batteries Plus (P1900386)	Regional Sewer District	66211900-5201	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1901503	VILLAGE NETWORK,THE	RESIDENTIAL PLACEMENT 4 1 19-6 30 20	22511607 - 5342	\$46,800.00
R1901504	BUCKEYE RANCH INC	RESIDENTIAL PLACEMENT 4 1 19-6 30 20	22511607 - 5342	\$171,000.00
R1902636	M TECH COMPANY	REPLACING CAMERA IN CAMERA TRUCK	66211900 - 5450	\$32,991.49
R1902644	OPERATOR TRAINING COMM	SEWER FOR EMPLOYEE TRAINING	66211900 - 5305	\$7,630.00
R1902645	TREASURER,STATE OF OHIO	LOWER ALUM CREEK PS - PERMIT TO INSTALL	66711900 - 5410	\$15,100.00
R1902660	BOUND TREE MEDICAL LLC	OPERATIVE IQ SOFTWARE	10011303 - 5320	\$15,120.00

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

4
RESOLUTION NO. 19-261

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Mike Frommer, Tiffany Maag, Julie McGill, Mason Janczak, Cory Smith, Rick Thomas, Dave Wisner and Marcus Walter attend an OWEA 2019 Collection System Workshop in Lewis Center, Ohio on May 2nd, 2019 at a total cost of \$1,680.00 from fund 66211900.

The Regional Sewer District is requesting that Tiffany Maag, Elizabeth Buening, Cory Smith, Marshall Yarnell, and Chad Kidd attend an SEOWEA Plant Operation and Collection System Tours in Buckeye Lake, Hebron, Pataskala, and Pickerington, Ohio on April 11th, 2019 at a total cost of \$150.00 from fund 66211900.

The Regional Sewer District is requesting that Julie McGill attend an OWEA 2019 Tech Program in Huron, Ohio on June 25th and June 26th, 2019 at a total cost of \$495.00 from fund 66211900.

The Emergency Communications Department is requesting that Tour Commander Roberts attend a Child Abduction Response Team Training in Marion County from September 16-19, 2019 at the cost of \$26.40 (fund numbers 21411326/21711326).

The Department of Job and Family Services is requesting that Robert Anderson attend the National PELRA ATC conference April 7 – 11, 2019 in Scottsdale, Arizona, at the cost of \$1,270.00.

The Adult Court Services Department is requesting that Mike Jureko, Scott Ritter, Tamar Fowler, Cody Rodgers and Aaron Howard attend the 20th Annual Line Officers Training in Columbus, Ohio from April 4-5, 2019 at the cost of \$1125.00 (fund number 25622303).

The Adult Court Services Department is requesting that Mike Jureko and Tamar Fowler attend an Evidence Room Management Training in London, Ohio from October 15-16, 2019 at the cost of \$500.00 (fund number 25622303).

The Juvenile Court is requesting that Dana Wisecarver attend a NOVA Annual Conference in Phoenix, Arizona from July 21-26, 2019 at the cost of \$1,993.00 (fund number 27426313).

The Emergency Medical Services Department is requesting that Lieutenant Jen Ransom attend an Ohio Resuscitation Summit in Findlay, Ohio on May 15, 2019 at no cost.

The Emergency Medical Services Department is requesting that Jason Suter master attend a Leadership meeting in Columbus, Ohio on April 4, 2019 at the cost of \$100.00 (fund number 10011303).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**5
RESOLUTION NO. 19-262**

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY, SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS FOR THE SHERIFF’S OFFICE:

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

New Organization Key

28631342 2017 LEAP Supplemental

Supplemental Appropriation

28631342-4530	2017 LEAP Supplemental/State Grants A	20,058.55
28631342-4601	2017 LEAP Supplemental/Interfund Cash Transfer	6,686.18
28631342-5201	2017 LEAP Supplemental/General Supplies	6,999.99
28631342-5260	2017 LEAP Supplemental/Inventoried Tools	3,944.74
28631342-5320	2017 LEAP Supplemental/Software Licenses	15,800.00

Transfer of Funds

From	To	
10011102-5801	28631342-4601	6,686.18
Commissioners General/ Interfund Cash Transfer	2017 LEAP Supplemental/Interfund Revenues	

Supplemental Appropriation

28631336-5004	2017 LEAP Grant/Overtime	4,286.70
28631336-5201	2017 LEAP Grant/General Supplies	(485.56)
28631336-5365	2017 LEAP Grant/Grant Related Services	8,557.59
28631336-5450	2017 LEAP Grant/Machinery-Equipment	6,908.65

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

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RESOLUTION NO. 19-263

IN THE MATTER OF ESTABLISHING NEW ORGANIZATION KEYS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

New Organization Key

24231333	Sheriff Equitable Sharing DOJ
24331334	Sheriff Equitable Sharing Treasury

Supplemental Appropriation

24231333-5260	Sheriff Equitable Sharing DOJ/Inventoried Tools	4,700.00
24231333-5428	Sheriff Equitable Sharing DOJ/Equip Rehab	16,000.00
24231333-5450	Sheriff Equitable Sharing DOJ/Machinery-Equip	7,000.00
24331334-5428	Sheriff Equitable Sharing Treasury/Equip Rehab	50,000.00

Vote on Motion	Mrs. Lewis	Absent	Mr. Benton	Aye	Mr. Merrell	Aye
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7

RESOLUTION NO. 19-264

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY, SERGEANT ROBERT S. SPRING ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Deputy, Sergeant Robert S. Spring will retire from the Sheriff’s Office through the PERS program and in good standing with the office; and

WHEREAS, the Deputy, Sergeant Robert S. Spring’s assigned duty firearm, Gen 4, Glock Model 22, Serial Number WXT661 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy, Sergeant Robert S. Spring to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy, Sergeant Robert S. Spring for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy, Sergeant Robert S. Spring accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Absent
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8

RESOLUTION NO. 19-265

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND RECOVERY & PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR RECOVERY & PREVENTION RESOURCES:

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

WHEREAS, the Sheriff and the Sheriff’s Office Staff recommend approval of a Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of

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the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources:

MEMORANDUM OF UNDERSTANDING
Delaware County Jail and Recovery & Prevention Resources

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., 118 Stover Drive, Delaware, Ohio 43015 (“RPR”) (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Delaware County Stepping Up Initiative, which seeks to reduce the number of people with mental illness in jail, the Delaware County Jail has identified the need for addiction and mental health treatment programs for incarcerated men and women returning to Delaware County upon release; and

WHEREAS, Delaware County Jail routinely provides treatment services to the estimated 4,000 people booked into the jail each year, with prevalence rates of mental illness of 14% of the jail population compared to 5% of the general population; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals, their families, and their communities; and

WHEREAS, the Delaware County Jail has invited Recovery & Prevention Resources, with offices at 118 Stover Drive, Delaware, Ohio a state certified and nationally accredited behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment with the dual goals of reducing recidivism and promoting recovery;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 RPR will provide OhioMHAS certified outpatient treatment services on site at the Delaware County Jail. Services will include clinical contact groups totaling approximately ten (10) hours per week and will be planned and developed through consultation and partnership between RPR and the Criminal Justice Programs Manager employed by the Delaware County Sheriff’s Office (DCSO). Services will be developed for both male and female inmates. The parties agree that, through ongoing consultation between RPR and the DCSO Criminal Justice Programs Manager, the specific nature of treatment interventions is subject to change in order to accommodate emergent needs of the jail population and to increase quality and program effectiveness.
- 1.2 The parties mutually acknowledge and agree these services are provided on a non-exclusive basis.
- 1.3 RPR will maintain certification from OhioMHAS for these services. The Delaware County Jail will provide information and documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.4 RPR will provide appropriately licensed therapists or counselors to provide the services and will provide them with clinical supervision in accordance with the applicable Standards.
- 1.5 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by RPR staff for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for RPR staff to complete their duties at no cost to RPR.
- 1.6 Delaware County Jail will refer to RPR for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.7 RPR will maintain its own clinical record on each inmate served in accordance with OhioMHAS documentation standards.
- 1.8 Delaware County Jail will make available certain background and demographic information regarding inmates participating in services provided by RPR to facilitate development of clinical records in an efficient manner.
- 1.9 To assure that inmates are afforded the opportunity to expeditiously engage with treatment services, Delaware County Jail will assure that clinical assessments completed by other contractors are made available to RPR in a timely manner.

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- 2.0 RPR will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. RPR will abide by all Federal, State and local laws regarding the release of information.
- 2.1 RPR may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 2.2 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to RPR for alcohol and drug treatment and mental health services.
- 2.3 RPR must comply and abide by the policies, practices and rules of the Handbook for Contractors, Volunteers and Interns and applicable DCSO policies/procedures.

Section 2 – Compensation

Delaware County Jail will pay RPR for the services described herein and the required clinical supervision per Ohio MHAS standards in the annual amount of \$21,666.60, pro-rated and to be paid in monthly installments of \$1,805.55 for the duration of this MOU. The annual budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

- 3.1 This MOU shall be effective from January 1, 2019 December 31, 2019 with five (5) additional one (1) year renewable periods as approved by both Parties.
- 3.2 At least thirty (30) days prior to the expiration of this MOU, the parties will meet to discuss the quality and effectiveness of services provided under the MOU, and the feasibility of continuing the MOU for a subsequent one year term.

Section 4 – Insurance

- 4.1 General Liability Coverage: RPR shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 4.2 Workers' Compensation Coverage: RPR shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: RPR shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. RPR will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5 – Liability and Warranties

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

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 Prohibited Interests: RPR agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. RPR further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this MOU, without the prior express written consent of Delaware County.
- 7.2 Independent Contractor: The Parties acknowledge and agree that RPR is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. RPR also agrees that, as an independent contractor, RPR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and RPR, shall supersede all prior understandings and

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agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

- 7.4 Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
- 7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 7.7 Severability: If any item, condition, portion, or section of this MOU or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- 7.8 Non-Discrimination/Equal Opportunity: RPR hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the MOU relates.
- RPR further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this MOU on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- RPR certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.
- 7.9 **ACCESS TO RECORDS.** At any time, during regular business hours, with reasonable notice, and as often as deemed necessary by the Sheriff's Office or other agency or individual authorized by the Sheriff or, upon instituted legal action, an appropriate court, the RPR shall make available to the Sheriff, court, and/or individual authorized by law all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The Sheriff, court, and/or individual authorized by law shall be permitted by the RPR to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.
- 7.10 **RETENTION OF RECORDS.** RPR shall retain and maintain and assure that all of its subcontractors retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the RPR shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
- 7.11 **ASSIGNMENT.** This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of both Parties.
- 7.12 **SIGNATURES.** Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.
- 7.13 **HIPAA COMPLIANCE.** RPR agrees that it will maintain confidentiality of all protected health information in accordance with all applicable patient confidentiality laws and shall not use or disclose any information concerning patients/clients referred to RPR by the Sheriff, including protected health information, for any purpose unless necessary to the performance of this Contract or as may otherwise be required by law or court order.

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- 7.14 **COUNTERPARTS.** This Contract may be executed in counterparts.
- 7.15 **DRAFTING.** This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 7.16 **DRUG FREE ENVIRONMENT.** RPR agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. RPR shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 7.17 **Force Majeure.** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Contract is terminated as provided herein.
- 7.18 **LICENSES.** RPR certifies and warrants that he/she and/or his/her employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services and/or Testimony required pursuant to this Contract and to conduct business in the state of Ohio. RPR further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

At any time throughout the life of the Contract, the Sheriff may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request

- 7.19 **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS:** The Court and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified RPR as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of RPR and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. RPR acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If RPR is an individual or has less than five (5) employees, RPR, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as and by this reference is incorporated as a part of this Contract. The Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If RPR has five (5) or more employees, RPR, by its signature below, hereby certifies such fact in lieu of completing the Form:

RPR

- 7.20 **CERTIFICATION REGARDING FINDINGS FOR RECOVERY.** RPR hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

RPR

- 7.21 **CERTIFICATION REGARDING PERSONAL PROPERTY TAXES.** RPR hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

RPR

- 7.22 **NOTICES.** All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Sheriff:
Kassandra Otten

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Criminal Justice Programs Manager
 Delaware County Sheriff's Office, Jail Division
 844 U.S. 42 North
 Delaware, Ohio 43015
 Facsimile: (740) 833-2854
 Email: kotten@co.delaware.oh.us

Contractor:

Tony Williams, LICDC-CS
 Chief Executive Officer
 Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
 118 Stover Drive
 Delaware, Ohio 43015-8601
 Facsimile: (740) 363-8742
 Email: tw@rprdm.org

EXHIBIT A

**Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
 Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
 Budget for the period from January 1, 2019 through December 31, 2019**

	<u>FTE's</u>	<u>01/01/19 through 12/31/19 (12 months)</u>
Salaries & Wages		
Therapist Hours	.25 FTE	\$21,666.60
Clinical Director	.05 FTE	<u>**Included in blended rate**</u>
Total		\$21,666.60
Fringe Benefits		<u>**Included in blended rate**</u>
Total Expenses		<u>\$21,666.60</u>

Narrative:

- RPR therapists assigned to this program will provide direct services to program participants and complete necessary documentation per the attached MOU. Estimated time involved: 43.33 hours per month.
- Clinical Director will provide clinical supervision per OhioMHAS Standards and CARF Regulations.
- Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental, vision, life and LTD insurance premiums and pension.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

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RESOLUTION NO. 19-266

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY PROSECUTOR'S OFFICE, THE DELAWARE COUNTY DOMESTIC COURT, THE DELAWARE COUNTY SHERIFF'S OFFICE, AND THE DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D Contracts with The Delaware County Prosecutor's Office, The Delaware County Domestic Court, The Delaware County Sheriff's Office, and The Delaware County Juvenile Court;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the following Title IV-D contracts with The Delaware County Prosecutor's Office, The Delaware County Domestic Court, The Delaware County Sheriff's Office, and The Delaware County Juvenile Court:

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**IV-D CONTRACT
(Prosecutor’s Office)**

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/2019 through 12/31/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of Prosecutor’s or Assistant Prosecutor’s actual time spent on IV-D cases that are referred, reviewed and prosecuted under Ohio Revised Code Section 2919.21.

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

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

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

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$100.62 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$65,400.86

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

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

	Amount	Source
Non-Federal Share	\$22,236.29	Local Sources
FFP Reimbursement	\$43,164.57	
Total IV-D Contract Cost	\$65,400.86	

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- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, Performance Standards.
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m. and 4:30 p.m. on the following days with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12 P.M.), Christmas Day, New Year's Eve (after 12 P.M.) and New Year's Day.
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same

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county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract

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shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

**Ohio Department of Job and Family Services
IV-D CONTRACT
(Domestic Court)**

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

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

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

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2019 through 12/31/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

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

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

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$95.44 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$66,804.85

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

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

	Amount	Source
Non-Federal Share	\$22,713.65	Local Sources
FFP Reimbursement	\$44,091.20	
Total IV-D Contract Cost	\$66,804.85	

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

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

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

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

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

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

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

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

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

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

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D

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Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

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- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

**Ohio Department of Job and Family Services
IV-D CONTRACT
(Sheriff's Office)**

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

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

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

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

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/01/2019 through 12/31/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

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

- 3. Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated

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activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

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

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$79.77 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$133,606.54

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

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

	Amount	Source
Non-Federal Share	\$45,426.22	Local Sources
FFP Reimbursement	\$88,180.32	
Total IV-D Contract Cost	\$133,606.54	

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

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

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

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

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications.½ If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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

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

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

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

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recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- 23. Termination:** This IV-D Contract may be terminated:
- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

**Ohio Department of Job and Family Services
IV-D CONTRACT
(Juvenile Court)**

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

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

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

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

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/01/2019 through 12/31/2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D

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Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: : A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

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

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

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$64.58 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$29,059.56

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

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

	Amount	Source
Non-Federal Share	\$9,880.25	Local Sources
FFP Reimbursement	\$19,179.31	
Total IV-D Contract Cost	\$29,059.56	

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

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

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

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

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor

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modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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

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

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

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

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- 20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

**10
RESOLUTION NO. 19-267**

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State

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Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

22511607-5350	JFS Children Services	750.00	Meals for Independent Living meetings
22311614-5294	JFS Workforce	400.00	Meal for Workforce Meeting

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

11

RESOLUTION NO. 19-268

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS CERTIFYING THAT REVISIONS TO THE PREVENTION, RETENTION AND CONTINGENCY PLAN FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM COMPLY WITH CHAPTER 5108 OF THE REVISED CODE:

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

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) has authorized the Kinship Caregiver Program, effective March 21, 2019, to provide relief of child care functions so that kinship caregivers can provide and maintain a home for a child(ren) placed in the care of a kinship caregiver; and

WHEREAS, ODJFS requires each county to revise the county PRC Plan in order to operate the Kinship Caregiver Program; and

WHEREAS, the Delaware County Department of Job and Family Services has amended the PRC Plan to reflect the required revisions, and the Director of Job and Family Services has signed and dated the revision of the PRC Plan, all pursuant to section 5108.04 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby certifies that the revisions to the PRC Plan comply with Chapter 5108 of the Revised Code.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

12

RESOLUTION NO. 19-269

IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE USE OF A PROCUREMENT CARD FOR THE REGIONAL SEWER DISTRICT:

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted

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the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

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

Amended Card for Cathleen Rider:

Appointing Authority: Board of Commissioners
Office/Department: Regional Sewer District

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Department Coordinator: Gina DeWitt

Vote on Motion Mrs. Lewis Absent Mr. Benton Aye Mr. Merrell Aye

13

RESOLUTION NO. 19-270

IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT KNOWN AS 2019 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING OF VARIOUS COUNTY AND TOWNSHIP ROADWAYS, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined that various roads within the County require resurfacing and pavement reconstruction and recommends that the Board proceed with improvements thereof (the "Improvement"); and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$3,303,000 for County portion; \$4,479,000 for Township portion; \$1,117,000 for OPWC Alternate Bid #1 portion (Townships);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require resurfacing and pavement reconstruction or various roads within Delaware County, and that the Improvement known as 2019 Delaware County Road Improvement Program, Resurfacing Various County and Township Roadways be initiated for such purpose; and

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement; and

Section 3: The plans, specifications and estimates for the project known as 2019 Delaware County Road Improvement Program, Resurfacing of Various County and Township Roadways are hereby approved; and

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, April 16, 2019, at which time they will be publicly received and read aloud, for the project known as:

**2019 Delaware County Road Improvement Program
Resurfacing of Various County and Township Roadways**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be

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accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before September 6, 2019. The estimated commencement of work date is April 29, 2019.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
March 29, 2019

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

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RESOLUTION NO. 19-271

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MAXIMUS CONSULTING SERVICES, INC. FOR A COST ALLOCATION PLAN:

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

WHEREAS, the Director of Business Operations and Financial Management recommends approval of the agreement between the Delaware County Board of Commissioners and Maximus Consulting Services, Inc. for a Cost Allocation Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement between the Delaware County Board of Commissioners and Maximus Consulting Services, Inc. for a Cost Allocation Plan:

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant") and Delaware County, Ohio ("Client"), individually a "party" and collectively the "parties." In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on March 1, 2019 ("Effective Date") and shall remain in effect until June 30, 2022, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
 - b. Termination for Convenience. Either party may terminate this Agreement without cause

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upon 60 days' prior written notice to the other.

- c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.
7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000. Consultant shall name Client as an additional insured on the general liability and automobile liability insurance.
9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$32,700. This limitation shall not include direct damages proximately caused by Consultant resulting in: (i) personal injury; (ii) personal property damage; or (iii) U.S. copyright infringement.
- In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.
10. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
11. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Agency: Delaware County, Board of Commissioners
Address: 101 North Sandusky Street
Delaware, OH 43015

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Phone: 740.833.2106
Email: mfrommer@co.delaware.oh.us

MAXIMUS Consulting Services, Inc.
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236
804-323-3535
fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

12. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.
13. Miscellaneous.
- a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
 - b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
 - c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
 - d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
 - e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
 - f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
 - g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
 - h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
 - i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
 - j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
 - k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.
 - l. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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EXHIBIT A
Scope of Services
OH Co Delaware CAP 18-20

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary, provided all information required is contained in this Cost Allocation Plan.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

EXHIBIT B
Compensation
OH Co Delaware CAP 18-20

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Thirty Two Thousand Seven Thousand (\$32,700).

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2018	\$10,900
Fiscal Year 2019	\$10,900
Fiscal Year 2020	\$10,900

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

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RESOLUTION NO. 19-272

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new Ford E-450 chassis to remount one current ambulance vehicle patient care module; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to remount one ambulance vehicle onto a Ford E-450 chassis and refurbish for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicle to be remounted is one (1) 2008 Horton Model 553B aluminum body conversion ambulance (VIN# 1FDXE45P08DA84916), to be supplied by Delaware County, and re-mounted on a 2019 Ford E-450 chassis, delivered in accordance with the Ohio STS Pricing Schedule, and attached Selected Features #12055, complete and delivered for the sum of \$108,488.00.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233, Contract Number 800330,

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which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$108,488.00 to Horton Emergency Vehicles.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost of \$4,348.00; and accompanying purchase order for the necessary electronics and AVL from AT&T /Cradle Point, at a cost of \$1876.99; and the purchase and accompanying purchase order for the necessary radio communications equipment and installation from Vasu Communications at a cost of \$2,507.34; and the purchase and accompanying purchase order for one (1) Stryker 6506 Power Pro and Power Load system at a cost of \$42,708.00.

Section 6. This Resolution shall take immediate effect upon passage.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the groundbreaking of the new Junior Fair Building at the fairgrounds on Saturday morning.

Commissioner Benton
-Also attended the groundbreaking of the new Junior Fair Building at the fairgrounds on Saturday morning.
-The CCAO taxation committee meeting will be held this week.
-Regional Planning Committee will meet this week.
-The Investment Committee will meet on Thursday morning.
-We will not have a Commissioners' Session on Thursday.
-The Soil and Water Conservation District will hold a meet and greet with the new Director of Ohio Department of Agriculture.
-The Vietnam Veterans Ceremony will be held this Friday.
-Attended the CORSA meeting last week.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton