

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 27, 2006**

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

COMMISSIONERS' THANK-YOU TO PHIL LAURIEN FOR YEARS OF SERVICE TO REGIONAL PLANNING

RESOLUTION NO. 06-385

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 23, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 23, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-386

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR324 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR324:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR324, memo transfers in batch numbers MTAPR324 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Increases			
Price Barnes	Tip Fee For Biosolids	65211919-5380	\$ 10,407.65
Synagro Midwest	Conveyance/ Application Biosolids	65211919-5380	\$ 5,888.44
D & D Agri	Conveyance of Bioslids Cake	65211919-5301	\$ 2,500.00
D & D Agri Hauling	Hauling of Biosolids	65211919-5301	\$ 2,500.00
Vouchers			
Polydyne	Chemical-Clarifloc	65211905-5290	\$ 5,211.00
Polydyne	Polymer Alum Creek	65211919-5290	\$ 11,097.50
AEP	Utility	65211919-533833802	\$ 36,677.90
Council for Older Adults	Adult Protective Services	22411606-5348	\$ 11,250.00
Ameritas Group Dental	February Premium	75010903-5370	\$ 17,834.72

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06 -387

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

The Court of Common Pleas is requesting that Jeff Vandeborne attend a Community Corrections Training in Dublin, Ohio April 3-5, 2006, at the cost of \$235.00.

The Court of Common Pleas is requesting that Lorrie Sanderson attend a Use of Restraints Training in London, Ohio September 6, 2006, at the cost of \$75.00.

The Economic Development Department is requesting that Dottie Brown attend a Formula 2006 Training in Mansfield, Ohio April 19, 2006, at no cost.

The Child Support Enforcement Agency is requesting that Christine, Laura, Adeana, Debbie, Bridgette, Kelly, Regina and Susan Brown attend the Spring OCDA Conference (at various times) April 3-5, 2006 in Columbus, Ohio at the cost of \$828.00.

The EMS Department is requesting that James Longshore attend a Weapons of Mass Destruction Course in Anniston, Alabama June 12-16, 2006, at no cost.

The Sheriff's Office is requesting that Richard Kinetz, William Weaver, Laurie Moder attend Correction

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Academy in Huron County April 3-28, 2006, at the cost of \$3,145.00.

The Department of Job and Family Services is requesting that Kimberly Goelz and Tracey Merrin attend a Building Better Opportunities for Ohio Youths Seminar in Columbus, Ohio April 11-13, 2006, at no cost.

The Engineer’s Office is requesting that Ryan Mraz attend the 2006 International Bridge Conference in Pittsburgh, Pennsylvania June 11-14, 2006, at the cost of \$1,392.50.

Juvenile Court is requesting that Joyce Chrystal attend a Women’s Fund of Central Ohio Seminar in Columbus, Ohio May 8, 2006, at the cost of \$25.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06 -388

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

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U060340	Verizon	Thomas Road	Relocate cable for bridge replacement

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06 -389

IN THE MATTER OF APPROVING THE GRANTING OF EASEMENTS WITH VENESSA L. WILLIAMS FOR WORK TO BE PERFORMED IN CONJUNCTION WITH THE CONCORD ROAD DRAINAGE IMPROVEMENTS PROJECT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Concord Road Easement

The Following are descriptions of easements granted by Venessa L. Williams, perpetual and temporary, for work to be performed in conjunction with the Concord Road Drainage Improvements Project which require your execution.

GRANT OF EASEMENT

Venessa L. Williams, Grantor, unmarried, of 7091 Cook Rd., Powell, OH, Delaware County, Ohio, for valuable consideration paid together with the covenants and promises set forth below, grants to The Delaware County Commissioners, Grantee: (1) a perpetual non-exclusive easement which is more fully described in the attached Exhibit ‘A,’ within the .519 acres of real property which is also more fully described in said Exhibit ‘A;’ and (2) a non-exclusive temporary easement which is more fully described in the attached Exhibit ‘B,’ within .070 acres of real property which is also more fully described in said Exhibit ‘B;’ Exhibits ‘A’ and ‘B’ are hereby incorporated by reference as if fully rewritten herein.

Grantee shall pay to Grantor the sum of Twenty-Two Thousand Six Hundred Dollars (\$22,600.00) as consideration for this grant of both easements to facilitate the placement and construction of said roadway and/or utility improvements placed therein.

The parties (Grantor and Grantee) agree further, as a part of the consideration of this conveyance that the Delaware County Commissioners shall so maintain and operate the highway, roadway and utility purposes constructed upon the easement area in such a manner that the operation of such purposes and uses permitted upon the easement area will in no way hinder or prevent the proper and reasonable use, enjoyment and development of the servient property owned by the Grantor or its successors which abuts the easement area. Any nuisance, trespass and/or waste to the Grantor’s servient estate which is committed by and/or resulting from the purposes and/or uses made of or within the easement area shall be remedied by and at the expense of the Grantee.

Grantee, The Delaware County Commissioners, for Grantee, and its successors and/or assigns, covenants with Grantor, Venessa L. Williams, her heirs, executors, administrators, assigns and successors in interest, that Grantee from time to time, and at all times after the effective date of this instrument, at Grantee’s expense will repair and maintain the roadway and governmental improvements, in a proper, substantial and competent manner, which are located within and connected to easement area(s) hereby conveyed.

Grantor retains all rights to connect to, use, and access any and/or all rights-of-way utilities, and/or

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other facilities which are located in the easement area(s) and/or abutting thereto, along, at, and/or in any portion of the easement area(s).

This grant of easement shall be binding on and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns; and the terms Grantee and Grantor as used herein shall include heirs, administrators, executors, successors, and assigns, as the case may be.

This easement is granted upon conditions that it may not be assigned by Grantee to any non-governmental entity; and upon the condition that all improvements constructed and/or placed on and/or in the easement area by Grantee are to be held through legal title in the name of a governmental entity; and upon condition that without the prior consent of the Grantor no private improvements of any type shall be constructed upon and/or in the easement area(s) and the Grantee shall prevent the construction, placement, and/or operation of such private improvements not consented to by Grantor; and upon further condition that the covenants of the Grantee as set forth herein shall be honored at all times.

Grantee shall provide written notice to Grantor not less than fifteen (15) days prior to any work being commenced upon the easement area(s). Said notice shall generally describe the work to be performed, the date the work shall commence, and contact information, including phone number, address, and employer, of the person responsible for supervising the work to be performed.

Breach of condition or covenant set forth in this grant shall entitle the Grantor to damages, and/or injunctive relief, including a right to a mandatory injunction to cause or affect a remedy of any such breach. Grantor shall retain all monetary compensation set forth above in the vent of (1) Grantee's breach of condition or covenant set forth in this easement and/or (2) failure by the Grantee to take advantage of and/or make use of the grant of easement(s) set forth herein.

Prior Instrument Reference: Volume 0584, Page 2328, Delaware County Recorder's Office.

EXHIBIT 'A'

Perpetual Easement for Highway Purposes Without Limitation of Access and Utility Rights

A non-exclusive perpetual easement is granted to The Delaware County Commissioners, Grantee, for all public highway and road purposes to all or a portion of the 0.519 acres of property more fully described below (the "Property"), which is ultimately used for that purpose by the Grantee, and a non-exclusive perpetual easement in the Property is granted for any and/or all utility construction, relocation and/or maintenance work deemed appropriate by the Delaware County Engineering Department, its successors, assigns, forever – this grant herein provided for is made expressly subject to the restrictions, covenants and conditions set forth in the preceding pages of this grant.

Situate in the Virginia Military District, Survey No. 2365 & No. 2547, in Concord Township, Delaware County, Ohio, and being more fully described as follows:

Being a parcel of land lying on the East side of the existing centerline of Concord Road (Township Road 129) as shown on the Right-of-Way plans as referenced below and recorded in the County Recorder's Office, Delaware, Ohio and being located more particularly as follows:

Being all of the parcel identified as parcel number 29-SH as shown on the DEL-T.R. 129-1.80 Right-Of-Way plans corded in OR 695, Page(s) 103-119 of the Delaware County Recorder's Office, Delaware, Ohio

Containing 0.519 acres, or 22,607.27 square feet total.

This description was prepared and reviewed under the supervision of Vincent Paul Hughes, Ohio Professional Surveyor No. 7608, from a field survey made by **WEC ENGINEERS OF OHIO, INC.** in March, 2004.

It is understood the above described strip of land contains 0.519 acres, more or less of which the present road occupies 0.279 acres, resulting in a net take area of 0.240 acres, more or less.

Grantor for herself, and he heirs, executors, administrators, successors, and assigns, reserves all existing rights of ingress and egress to and from any residual and/or abutting area(s).

Exhibit 'B'

**Temporary Easement for the Purpose of Performing the Work Reasonably Necessary to Make Improvement of Roadway Drainage upon Concord Road
Up to Six (6) Months from Date of Entry by Grantee to Perform said Improvement**

A non-exclusive temporary easement is hereby granted to The Delaware County Commissioners for

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the purpose of making public highway, road, and/or drainage/utility improvement(s), relocation, and/or maintenance to all or a portion of the 0.519 acres of property more fully described below for the period of time necessary, not to exceed six (6) months from the date of entry by Grantee upon the 0.070 acres to commence and perform the construction of the improvement of roadway drainage upon Concord Road abutting the Property. In no event shall the existence and/or duration of this temporary easement extend beyond November 1, 2006.

Situate in the Virginia Military District, Survey No. 2365 & 2547, in Concord Township, Delaware County, Ohio, and being more fully described as follows:

Being a parcel of land lying on the East side of the existing centerline of Concord Road (Township Road 129) as shown on the Right-of-Way plans as referenced below and recorded in the County Recorder's Office, Delaware, Ohio and being located more particularly as follows:

Being all of the parcel identified as part number 29-T as shown on the DEL – T.R. 129 – 1.80 Right-Of-Way plans recorded in OR695, Page(s) 103-119 of the Delaware County Recorder's Office, Delaware, Ohio.

Containing 0.070 acres, or 3,033.45 square feet total.

This description was prepared and reviewed under the supervision of Vincent Paul Hughes, Ohio Professional Surveyor No. 7608, from a field survey made by **WEC ENGINEERS OF OHIO, INC.** in March, 2004.

It is understood the above described temporary easement area is parallel and abuts (to the east) the strip of land which contain 0.519 acres of the easement area so granted in exhibit 'A,' which is attached hereto.

Grantor for herself, and her heirs, executors, administrators, successors, and assigns, reserves all existing rights of ingress and egress to and from any residual and/or abutting area(s).

This grant is made subject to all other conditions and covenants contained in the preceding pages of this grant.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-390

SETTING BID OPENING DATE AND TIME FOR THE SACKETT #328 DITCH PETITION PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday April 17, 2006** for furnishing all labor, materials and equipment necessary to complete the project known as **Sackett #328**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than June 9, 2006.

Bids shall be placed in a sealed envelope marked "**SEALED BID FOR SACKETT #328 DITCH PETITION PROJECT**".

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

This project will involve the reconstruction of 375 feet of the Sackett #328 open ditch, replacement of existing 1030 feet of 15 inch subsurface drain, installation of six inch subsurface drainage lines, the construction of a grade stabilization structure, the construction of 1005 feet of grassed waterway, the seeding and mulching of all disturbed areas. The project is located in Berlin Townships, Delaware County, Ohio. The project will be administered and managed by the Delaware County Engineer's Office and their designated inspector(s). All questions shall be directed to: Brett R. Bergefurd Project Manager 50 Channing Street Delaware, Ohio 43015 Phone: (740) 833-2400; Fax: (740) 833-2399; e-mail: bbergefurd@co.delaware.oh.us

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Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-391

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE THOMAS ROAD BRIDGES PROJECT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Thomas Road Bridge Project-Bid Opening of March 15, 2006

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction Company, the low bidder for the project. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 27th day of March, 2006, by and between the DELAWARE COUNTY BOARD OF COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and COMPLETE GENERAL CONSTRUCTION COMPANY, hereinafter designated as SECOND PARTY and/or the CONTRACTOR.

WITNESSETH, that said SECOND PARTY, for and in consideration of a sum not to exceed **Four Hundred Fifty-Five Thousand Four Hundred Forty Two and 92/100 dollars (\$ 455,442.92)**, hereby agrees to furnish unto said FIRST PARTY, all the necessary materials, labor, tools and equipment required to complete the project known as the **Thomas Road Bridges Project, DEL-CR-208-2.11, 2.66 & 3.18**, in accordance with plans, drawings, general specifications, bid blank and the Invitation to Bid for same hereto attached, which plans, drawings, general specifications, bid blank and Invitation to Bid are hereby declared to be a part of this Contract. This Contract is a UNIT PRICE CONTRACT and payment shall be made to the SECOND PARTY for all items of work completed by the SECOND PARTY and accepted by the FIRST PARTY, at the UNIT PRICES shown in the attached BID BLANK for the respective classes of work.

SECOND PARTY further agrees to complete the work promptly and in a good, skillful and workmanlike manner, under the direction of the Delaware County Engineer, hereby appointed as the Administrator of this Contract, and to complete all work associated with this Contract on or before October 25, 2006.

SECOND PARTY hereby agrees to hold the County free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the Prevailing Wage Rate to all employed workers in accordance with Section 4115 of the Ohio Revised Code and to furnish the Delaware County Engineer a certified copy of payroll records. SECOND PARTY is also responsible making any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer or published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau during the course of this project to any and all workers and subcontractors employed by the Contractor.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-392

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD ABUSE PREVENTION RECEPTION:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, April is recognized as Child Abuse Prevention month; and

WHEREAS, Delaware County Department of Job and Family Services has planned an evening reception to observe

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Child Abuse Prevention on April 13; and

WHEREAS, the State has allocated special funding for this purpose; and

WHEREAS, the Department requests approval to procure catering services for this event; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$470.00 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2006.

Further Be It Resolved, that the Commissioners approve a Purchase Order request to All Occasions for \$470.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-393

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS SUE KOLOFF AND ELGIN SOUTH SACC:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider	Infants	Toddlers	Preschool	School
Sue Koloff 180 No. Liberty Street Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$104.96 Full \$ 70.82 Part \$ 3.37 Hourly

Child Care Provider		Full	Part Time	Hourly
Elgin South SACC 200 N. East Street Prospect, Ohio 43342	Before School Only After School Only	\$ 5.00 \$ 5.00		

(A Copy of these contacts are available in the Commissioners' Office until no longer of Administrative Value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-394

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER LIFE POINT CHRISTIAN PRESCHOOL:

It was moved by Mr. Evans, seconded by Jordan to approve the following:

Life Point Christian Preschool

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective March 9, 2006, is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Life Point Christian Preschool entered into on the 22nd day of November, 2005.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$169.90	\$134.21	\$8.76
Toddlers	\$149.42	\$108.70	\$6.39

Vote on Motion Mr. Evans Aye Mr. Jordan Abstain Mr. Ward Aye

RESOLUTION NO. 06-395

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY CLERK OF COURTS OFFICE:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Clerk of Courts (hereinafter referred to as "Contractor") for the purchase of services on the 3 day of March, 2006.

This contract will be effective from the 1st day of January, 20, 06 through the 31st day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. Purchase of Services: Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. Purpose: The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. Contractor Certification - Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio

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under that section.

4. Contractor Certification - Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.

5. Unit of Service: For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): A CSEA initiated docket entry or any CSEA filing.
If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. Unit Rate: For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 2.96 per CSEA initiated docket entry/filing.

2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (2.96) as determined by the calculations on the JFS 07020 by the number of Units of Service (600) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$1,776.00.

3. Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. Non-governmental Contracts

1. Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$603.84	Delaware County GF
Federal Matching Funds (66%)	\$1,172.16	
Total Contract Price	\$1,776.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

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9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the

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petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:
That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and
That it will advise all persons who participate in or benefit from any service provided under the terms of this

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contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs , on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:30A.M. and 4:30P.M.on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

a. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

b. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

c. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

d. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated

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for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

e. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

f. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

g. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-396

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY COURT OF COMMON PLEAS FOR JUDGE KRUEGER:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Court of Common Pleas (Judge Krueger) (hereinafter referred to as "Contractor") for the purchase of services on the 3 day of March, 2006.

This contract will be effective from the 1st day of January, 20, 06 through the 31st day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. Purchase of Services: Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.

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2. Purpose: The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

3. Contractor Certification - Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.

4. Contractor Certification - Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.

5. Unit of Service: For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): a hour of the Magistrate's time, or a fractional hour of Magistrate's time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. Unit Rate: For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 101.69 per hour.

2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (101.69) as determined by the calculations on the JFS 07020 by the number of Units of Service (300) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$30,507.00.

3. Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. Non-governmental Contracts

1. Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules,

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as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$10,372.38	Delaware Co. General Fund
Federal Matching Funds (66%)	\$20,134.61	
Total Contract Price	\$30,507.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

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a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

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f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

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16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual

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and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs , on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:30a.m. and 4:30p.m.on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the

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Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-397

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY COURT OF COMMON PLEAS FOR JUDGE WHITNEY:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Court of Common Pleas (Judge Whitney) (hereinafter referred to as "Contractor") for the purchase of services on the 3 day of March, 2006.

This contract will be effective from the 1st day of January, 20, 06 through the 31 day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

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No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.

2. **Purpose:** The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

3. **Contractor Certification - Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.

4. **Contractor Certification - Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.

5. **Unit of Service:** For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): a hour of the Magistrate's time, or a fractional hour of Magistrate's time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. **Contract Unit Cost and Billing Requirements**

A. **Governmental Contracts**

1. **Unit Rate:** For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 103.55 per hour.

2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (130.55) as determined by the calculations on the JFS 07020 by the number of Units of Service (400) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$52,220.00.

3. **Billing:** The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. **Non-governmental Contracts**

1. **Unit Rate:** For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

2. **Total Projected Contract Cost:** The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. **Billing:** The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. **Billing Requirements:** In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the

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Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$17,754.80	Delaware Co. General Fund
Federal Matching Funds (66%)	\$34,465.20	
Total Contract Price	\$52,220.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate

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Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health

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Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:30a.m. and 4:30p.m. on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code.

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If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-398

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND ADULT COURT SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Adult Court Services (hereinafter referred to as "Contractor") for the purchase of services on the 3 day of March, 2006.

This contract will be effective from the 1st day of January, 20, 06 through the 31 day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

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The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.

2. **Purpose:** The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

3. **Contractor Certification - Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.

4. **Contractor Certification - Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.

5. **Unit of Service:** For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): an hour or a fraction of an hour of service provided by the Delaware County Probation Officers. The Probation Officers will bill only that time that is spent on IV-D criminal non-support referred cases. Pursuing IV-D related outcomes.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. **Contract Unit Cost and Billing Requirements**

A. **Governmental Contracts**

1. **Unit Rate:** For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 22.62 per hour.

2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$22.62) as determined by the calculations on the JFS 07020 by the number of Units of Service (3100) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$70,122.00.

3. **Billing:** The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. **Non-governmental Contracts**

1. **Unit Rate:** For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

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2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$23,841.48	Delaware County GF
Federal Matching Funds (66%)	\$46,280.52	
Total Contract Price	\$70,122.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

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b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

A. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See Attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract

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period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of N/A and N/A on the following days N/A with the exception of the following holidays: Unrestricted, services to be provided as appropriate, regardless of the time or day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the

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prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-399

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE COURT OF COMMON PLEAS JUVENILE DIVISION:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Court of Common Pleas, Juvenile Division (hereinafter referred to as "Contractor") for the purchase of services on the 27th day of March, 2006.

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This contract will be effective from the 1st day of January, 20, 06 through the 31st day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein. The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. **Purpose:** The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. **Contractor Certification - Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.
4. **Contractor Certification - Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.
5. **Unit of Service:** For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): a hour of the Magistrate's time, or a fractional hour of Magistrate's time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. **Unit Rate:** For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 127.56 per hour.
2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (127.56) as determined by the calculations on the JFS 07020 by the number of Units of Service (1481) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$188,916.36.

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3. Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. Non-governmental Contracts

1. Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the *JV Court* within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$64,231.56	Delaware Co. General Fund
Federal Matching Funds (66%)	\$124,684.80	
Total Contract Price	\$188,916.36	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

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3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

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a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any

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nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

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15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

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20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:30a.m. and 4:30p.m. on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-400

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**IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY
CHILD SUPPORT ENFORCEMENT AGENCY AND THE PROSECUTOR'S OFFICE:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Delaware County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Delaware County Prosecutor's Office (hereinafter referred to as "Contractor") for the purchase of services on the 27th day of March, 2006.

This contract will be effective from the 1st day of January, 20, 06 through the 31st day of December, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. Purchase of Services: Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. Purpose: The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. Contractor Certification - Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.
4. Contractor Certification - Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or 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 contract.
5. Unit of Service: For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary): a hour of the Prosecutor's or Assistant Prosecutor's time, or a fractional hour of Prosecutor's or Assistant Prosecutor's time spent on IV-D cases that are referred, reviewed and prosecuted under Ohio Revised Code Section 2912.21 (Nonsupport or contributing to nonsupport of dependents).

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

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6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. Unit Rate: For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ 63.30 per hour.

2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$63.30) as determined by the calculations on the JFS 07020 by the number of Units of Service (500) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$31,650.00.

3. Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. Non-governmental Contracts

1. Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>

3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$10,761.00	Delaware Co. General Fund
Federal Matching Funds (66%)	\$20,889.00	
Total Contract Price	\$31,650.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

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c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300,

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and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page. (See attached)

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. Financial Records: The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. 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.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. 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 out the action are resolved or until the end of the three year period, whichever is later.

13. Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. Equal Employment Opportunity: In carrying out this 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, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

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19. Indemnity and Insurance (when applicable):

A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Insurance: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 7:30a.m. and 5:00p.m. on the following days Monday through Friday with the exception of the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. Termination

A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing

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law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-401

IN THE MATTER OF ADOPTING RESOLUTION PROVIDING FOR RETAINING CERTAIN LEGAL SERVICES OF SQUIRE, SANDERS & DEMPSEY L.L.P. IN CONNECTION WITH LEGAL MATTERS RELATING TO ECONOMIC DEVELOPMENT AND CAPITAL FACILITIES OR OPERATIONS FOR THE BENEFIT OF THE COUNTY OR OTHERS:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following:

Section 1. That the Board of Commissioners of Delaware County desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of the law firm of Squire, Sanders & Dempsey L.L.P., such legal services to be in the nature of legal advice, recommendations, preparation of recommended documents and proceedings, and legal opinions in connection with legal matters relating to economic development and capital facilities or operations for the benefit of the County or others as the same may from time to time be requested by this Board.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, the law firm shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by the Board or the law firm by written notice to the other.

Section 3. That the Board of County Commissioners of Delaware County shall join with the Prosecuting Attorney of said County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the law firm for the purposes stated in Section 1 and for authority to pay the law firm for those legal services reasonable fees as approved by the Board, and to reimburse it for actual out-of-pocket expenses (including, but not limited to, travel, delivery, long-distance telephone, facsimile transmission, and duplicating expenses) incurred in rendering those legal services, from funds appropriated, or that may be appropriated, by the Board from time to time for such purpose.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its passage.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-402

IN THE MATTER OF ADOPTING RESOLUTION PROVIDING FOR RETAINING CERTAIN LEGAL SERVICES OF SCOTT, SCRIVEN AND WAHOFF IN CONNECTION WITH MATTERS RELATING TO LABOR RELATIONS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

Be It Resolved, by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. This Board of County Commissioners in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Scott, Scriven & Wahoff (the "Firm") for advice and assistance in matters relating to labor relations and employment. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation: in court or administrative investigations or proceedings, such as representation and unfair labor practice matters before the State Employment Relations Board, equal employment opportunity charges, workers' compensation, and

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unemployment compensation claims; in labor arbitration; in preparing for and participating in collective bargaining; in on-site consultation as necessary for preparation of employees handbooks and management training; and advice requiring office research time or consultation with other Firm attorneys.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Scott, Scriven and Wahoff shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or this Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14 Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purpose stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from funds appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and the issue an appropriate order for the payment of same as they shall become payable.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such format action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall be in full force and effect immediately upon its passage.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-403

IN THE MATTER OF ADOPTING RESOLUTION PROVIDING FOR RETAINING CERTAIN LEGAL SERVICES OF DOWNES HURST & FISHEL, ATTORNEYS AT LAW IN CONNECTION WITH MATTERS RELATING TO LABOR RELATIONS:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following:

Be It Resolved, by the Board of County Commissioners of the County of Delaware, State of Ohio, that:

Section 1. This Board of County Commissioners in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Downes Hurst & Fishel, Attorneys At Law (the "Firm") for advice and assistance in matters relating to labor relations and employment. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out of pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation: in court or administrative investigations or proceedings, such as representation and unfair labor practice matters before the State Employment Relations Board, equal employment opportunity charges, workers' compensation, and unemployment compensation claims; in labor arbitration; in preparing for and participating in collective bargaining; in on-site consultation as necessary for preparation of employees handbooks and management training; and advice requiring office research time or consultation with other Firm attorneys.

Section 2. In rendering such legal services, as an independent contractor and in an attorney-client relationship, Downes Hurst & Fishel, Attorneys At Law shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or this Firm by written notice to the other.

Section 3. This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14 Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purpose stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from funds appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and the issue an appropriate order for the payment of same as they shall become payable.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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Section 5. This Resolution shall be in full force and effect immediately upon its passage.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-404

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:30AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-405

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 11:45AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Absent

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners