

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2007

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

RESOLUTION NO. 07-272

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE
PROCEEDINGS FROM REGULAR MEETING HELD MARCH 5, 2007 AS CONTAINED IN THE
COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings
from regular meeting held March 5, 2007 as contained in the county’s official electronic recordings of the
proceedings.

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

RESOLUTION NO. 07-273

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR037 AND MEMO TRANSFERS IN BATCH NUMBERS
MTAPR037 :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers
CMAPR037, memo transfers in batch numbers MTAPR037 and Purchase Orders and Vouchers as listed
below:

Purchase Orders				
<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>		<u>Amount</u>
US Postal Service	Sanitary Eng Quarterly Billing	65211919-5331	\$	13,500.00
US Postal Service	Postage for Billing	65211905-5331	\$	13,500.00
Delaware Data Products	Print & Insert Bills for San Eng	65211919-5313	\$	5,000.00
Delaware Data Products	Print & Insert Bills for San Eng	65211905-5313	\$	5,000.00
Motorola Inc.	MHZ Radios	21411306-5260	\$	94,090.00
George Parker & Assoc LLC	Design for CFOA Center	43111424-5410	\$	117,354.84
H C Nutting	Inspection Testing CFOA	43111424-5410	\$	15,000.00
Del. Area Career Center	Tuition	22311611-5350	\$	7,560.00
B & C Communications	Charger, Microphone & Antenna	21411306-5250	\$	4,268.40
B & C Communications	Installation Charges	21411306-5333	\$	1,250.00
Vouchers				
CCAO SC	Gas/Utilities	10011105-5338	\$	4,977.43
CCAO SC	Gas/Utilities	10011105-5338	\$	13,860.71
Homestead Communities	Return of 5 yr. Maintenance Bond	76511922-5319	\$	7,934.57
Grief Brothers Corp.	Return of Unused Inspection Fees	65111904-5319	\$	10,230.00
Delaware County Historical Society	Grant Monies for Hist Soc.	10011102-5601	\$	20,000.00
BP Products N. America Inc.	Gasoline	10011106-5228	\$	14,572.67
Countryside Construction	Salt Applications & Snow Removal	10011105-5328	\$	8,249.40
AEP	Monthly Service	65211905-5338	\$	27,445.06
Malcolm Pirnie	Residual Master Plan	65211919-5301	\$	7,012.85
Malcolm Pirnie	Residual Master Plan	65211905-5301	\$	7,012.85
Memo Transfer Voucher				
<u>From</u>	<u>To</u>			
CSEA/Mar 07 Rent 23711630-5335	Del Co. Commissioners 10011101-4233		\$	7,420.42

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

RESOLUTION NO. 07-274

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Paramedic John Berger attend a WMD for EMS at the CPD in Anniston, Alabama on April 1, 2007, at no cost.

The Child Support Enforcement Agency is requesting that Elizabeth Hart and Susan Brown attend Legislative Committee Meetings at the OCDA Office on Broad Street, in Columbus, Ohio on March 29, May 18, June 22, August 24, September 28, October 19, and November 30, 2007, at the cost of \$70.00.

The Child Support Enforcement Agency is requesting that Kelly Mills and Adeana Gray attend an OCDA Conference Committee Meeting at OCDA in Columbus, Ohio on April 12, 2007, at the cost of \$12.00.

Code Compliance is requesting that Joe Holbrook, Peggy Roberts and Joe Scherler attend the National Electric Code Seminar at Reynoldsburg on March 15 and March 22 at no cost

Code Compliance is requesting that Dan Lemke, Gary Wilhelm attend the Simpson Strong Tie Connector Workshop in Columbus, on March 15, 2007, at no cost

Data Center is requesting that Steve Lewis attend the Techmentor Training Conference in Orlando, Florida at a cost of \$2,998.00

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

RESOLUTION NO. 07-275

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Tena Singleton is being terminated as a paramedic with Delaware County EMS for not fulfilling the obligations of working as a part-time employee.

Joshua Cooper is being promoted to a full-time paramedic position with Delaware County EMS. He will be working as a floater on one-unit.

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

RESOLUTION NO. 07-276

IN THE MATTER OF APPROVING THE DKMM CRLPO 2006 2ND HALF CONTRACT REPORT:

JULY THROUGH SEPTEMBER, 2006

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

Amount Of Financial Assistance Received:	\$15,179.50
Expenditures:	
Salaries	\$10,423.84
Fringe Benefit	\$5,656.41
Travel	\$126.07
Other (Explain)	\$198.80
 Total Expenditure	 \$1,6405.12
 Fund Balance	 \$4,067.03

OCTOBER THROUGH DECEMBER, 2006

Amount Of Financial Assistance Received:	\$15,179.50
Expenditures:	
Salaries	\$9,933.60
Fringe Benefit	\$2,100.60
Travel	\$178.92
Other Supplies	: \$1,515.56
 Total Expenditure	 \$13,728.68
 Fund Balance	 \$5,517.85

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

RESOLUTION NO. 07-277

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE DKMM
CRLPO 2006 LITTER GRANT:

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

Supplemental Appropriation

22111502-5215	Litter Grant/Program Supplies	\$	5,500.00
22111502-5312	Litter Grant/Advertising & Legal	\$	1,500.00

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

RESOLUTION NO. 07-278

IN THE MATTER OF APPROVING CONTRACTS BETWEEN CHILD SUPPORT ENFORCEMENT
AGENCY AND COMMON PLEAS I; COMMON PLEAS II, JUVENILE COURT, PROSECUTOR
AND CLERK OF COURTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the follow

IV-D SERVICE CONTRACT- COMMON PLEAS – WHITNEY

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 9th day of February, 2007.

This contract will be effective from the 1st day of January, 20, 07 through the 31st day of December, 2007, 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.

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- 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 actual time, or the actual 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 \$ 135.41 per hour.
- 2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$135.41) 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 \$54,164.00.
- 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 \$N/A per N/A 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 (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
 - 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%)	\$18,415.76	Delaware Co.

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		General Fund
Federal Matching Funds (66%)	\$35,748.24	
Total Contract Price	\$54,164.00	

- 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 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 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).

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- 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. 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.
- 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.

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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, 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 12:00 P.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

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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.

IV-D SERVICE CONTRACT – COMMON PLEAS - KRUEGER

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 28th day of February, 2007.

This contract will be effective from the 1st day of January, 20, 07 through the 31st day of December, 2007, 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

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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 actual hour of the Magistrate's time, or an actual 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 \$ 105.55 per hour.
2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$105.55) 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 \$31,665.00.
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 \$N/A per N/A 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 (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
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.

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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%)	\$10,766.10	Delaware Co. General Fund
Federal Matching Funds (66%)	\$20,898.90	
Total Contract Price	\$31,665.00	

- 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

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- 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.
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.
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.

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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.
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

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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.

IV-D SERVICE CONTRACT- JUVENILE COURT

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 22nd day of

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February, 2007.

This contract will be effective from the 1st day of January, 20, 07 through the 31st day of December, 2007, 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 (expressed in terms of an actual hour or an actual fractional hour) 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 \$ 135.29 per hour.
2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$135.29) as determined by the calculations on the JFS 07020 by the

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number of Units of Service (1500) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$202,935.00.

- 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 \$N/A per N/A 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 (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
 - 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%)	\$68,997.90	Delaware Co. General Fund
Federal Matching Funds (66%)	\$133,937.10	
Total Contract Price	\$202,935.00	

- 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.

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- 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 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. 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.
- 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

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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.
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

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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 12:00 P.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

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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.

IV-D SERVICE CONTRACT- PROSECUTOR

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 26 day of February, 2007.

This contract will be effective from the 1st day of January, 20, 07 through the 31st day of December, 2007, 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 actual time, or an actual fractional hour of Prosecutor's or Assistant Prosecutor's time spent on IV-D cases that are**

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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.

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 \$ 77.65 per hour.
- 2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (\$77.65) 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 \$38,825.00.**
- 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 \$N/A per N/A 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 (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
 - 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%)	\$13,200.50	Delaware Co. General Fund
Federal Matching Funds (66%)	\$25,624.50	
Total Contract Price	\$38,825.00	

- 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

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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 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

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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. 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.

- 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

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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, 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 12:00 P.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

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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.

IV-D SERVICE CONTRACT- CLERK OF COURTS

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 12th day of February, 2007.

This contract will be effective from the 1st day of January, 20, 07 through the 31st day of December, 2007, 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

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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 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 \$ 3.28 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 (\$3.28) 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 \$1,312.00.
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 \$N/A per N/A 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 (N/A) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (N/A) which are anticipated to be purchased during the contract period for a total projected contract cost of N/A
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**

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5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$446.08	Delaware Co. General Fund
Federal Matching Funds (66%)	\$865.92	
Total Contract Price	\$1,312.00	

- 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 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 receipt of new information on the case and send a request for review of a

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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. 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.

- 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

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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, 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 12:00 P.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

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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. 07-279

IN THE MATTER OF APPROVING PERSONNEL ACTION:

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

John Barron has accepted the position of Economic Development Director effective March 12, 2007

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners