

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2012

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 12-281

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 22, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 22, 2012; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

Denny Schooley, Delaware Area Transit Board, The Closing On Their New Facility Was Complete On Thursday

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-282

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0323:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0323 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1203337	COLUMBUS FIBERNET LLC	ALUM C REEK FIBER	66611904 - 5403	\$39,442.00	0001
R1203338	GUDENKAUF CORP	OECC FIBER	66611903 - 5403	\$37,350.00	0001
R1203338	GUDENKAUF CORP	FIBER STRANDS	66611904 - 5403	\$164,660.00	0002
R1203338	GUDENKAUF CORP	FIBER	10011102 - 5403	\$239,010.00	0003

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-283

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Engineer's Office is requesting that Joe Warner attend an Ohio County Bridge Conference in Mt. Sterling, Ohio April 11-12, 2012, at the cost of \$280.00 (Fund Number 29214001).

The Commissioners Office is requesting for Dennis Stapleton, Ken O'Brien, Tommy Thompson, Gus Comstock, Tim Hansley and Teri Morgan to attend the 3rd Thursday Delaware Chamber of Commerce Meetings in Delaware, Ohio on various 3rd Thursdays in 2012; at the cost of \$900.00 (Fund Number 10011101).

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-284

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM AQIL MOHAMMAD KHAN DBA MASALA BBQ TO L&L RESTAURANTS LLC DBA POLARIS STREET TAVERN AND

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FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees of a liquor license transfer request from Aqil Mohammad Khan DBA Masala BBQ to L&L Restaurants LLC DBA Polaris Street Tavern for a D3 permit located at 8939 S Old State Road Orange Township Lewis Center, Ohio 43035, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-285

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM L&L RESTAURANTS LLC DBA POLARIS STREET TAVERN AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that L&L Restaurants LLC DBA Polaris Street Tavern has requested new D1 and D2 permits located at 8939 S Old State Road Orange Township Lewis Center, Ohio 43035, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-286

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM SPEEDWAY LLC DBA SPEEDWAY 9247 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Speedway LLC DBA Speedway 9247 has requested a new C2 permit located at 10330 Columbus Pike Orange Township Lewis Center, Ohio 43035, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-287

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MICHELLE L. CHAMBERS DBA KILBOURNE PIZZA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Brown Township Trustees that Michelle L. Chambers DBA Kilbourne Pizza has requested a new D1 permit located at 5676 SR521 Brown Township Kilbourne, Ohio 43032, and

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Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-288

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER'S OFFICE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Supplemental Appropriation

10013101-5101	Recorder/Hospital Insurance	\$	12,000.00
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Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-289

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES CONTRACT NO. 2012-1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND WD TRANSPORTATION, A DIVISION OF WD PARTNERS, FOR SERVICES AS LISTED IN THE SCOPE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

**GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO
SCOPE OF SERVICES**

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

- Roadway Design
- Plan Review
- Intersection Design
- Surveying Services
- Drainage Design
- Traffic Studies
- Ecological Investigations
- Wetland Mitigation
- Cultural Resources Investigations
- Environmental Document Preparation
- Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be twenty-four months from the authorization date of the agreement.

The total amount of this agreement shall not exceed \$150,000.00

Whereas, the County Engineer recommends approval of General Engineering Services Contract No. 2012-1 between the Delaware County Board of Commissioners and WD Transportation, a Division of WD Partners;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the General Engineering Services Contract No. 2012-1 with WD Transportation, a Division of WD Partners.

**PROFESSIONAL SERVICES CONTRACT
DELAWARE COUNTY ENGINEER'S OFFICE
GENERAL ENGINEERING SERVICES NO. 2012-1**

Section 1 – Parties to the Agreement

Agreement made and entered into this 26th day of March, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm

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of WD TRANSPORTATION, a division of WD Partners,
\"Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Task Orders.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services by Task Order as specified in the Scope of Services, dated March 14, 2012 by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Tasks performed under this Agreement shall be in accordance with the Scope of Services and shall not exceed an aggregate sum One Hundred Fifty Thousand Dollars (\$150,000.00). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required tasks.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the work performed to date for Task Order(s) authorized by the Administrator in accordance with the Consultant’s Price Proposal for each respective Task Order. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6 – Completion of Work, Delays and Extensions

This Agreement shall be in effect from the date of approval by both parties for a period of up to two (2) years. In the event that unforeseen and unavoidable delays prevent the timely completion of a Task(s) performed under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts

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any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

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13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-290

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN BELVA E. MEIRING AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE CONDIT ROAD BRIDGE PROJECT (DEL-CR16-1.79):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Belva E. Meiring for the Condit Road Bridge Project (DEL-CR16-1.79):

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the contract of sale and purchase with Belva E. Meiring for the Condit Road Bridge Project (DEL-CR16-1.79);

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 26th day of March, 2012, Belva E. Meiring, whose address is 15220 Centerburg Road, Sunbury, Ohio 43074, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
3 WD, Condit Road Bridge (DEL-CR16-1.79)

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Thousand Five Hundred Dollars (\$1,500.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,

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- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions,

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causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-291

IN THE MATTER OF AWARDED THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LINDSAY CONCRETE PRODUCTS COMPANY, INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY BOX CULVERT SUPPLY NO. 2012-1:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Delaware County Box Culvert Supply No. 2012-1:

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lindsay Concrete Products Co., Inc., the low bidder for the project per the Bid Opening Summary;

Therefore Be It Resolved, the Delaware County Board of Commissioners award The Bid And Approve the

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contract with Lindsay Concrete Products Company, Inc. For The Project Known As Delaware County Box Culvert Supply No. 2012-1.

CONTRACT

THIS AGREEMENT is made this 26th day of March 2012 by and between Lindsay Concrete Products Company, Inc., hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Lindsay Concrete Products Company, Inc.
6845 Erie Avenue
Canal Fulton, Ohio 44614

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; named "Delaware County Box Culvert, Supply No. 2012-1", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$87,575.00 (Eighty-Seven Thousand Five Hundred Seventy-Five Dollars), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-292

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2012 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2013:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to accept the 2012 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2013 as follows:

Whereas, the County Engineer recommends accepting and approving the 2012 Drainage Maintenance Inspection Report and establishing and approving Percentage Of Maintenance Assessments for 2013;

Drainage Maintenance Inspection Report for 2012

Available for your review and approval is the Drainage Maintenance Inspection Report for 2012 along with the percentages to be collected for 2013.

(Copy of report available for review at the Commissioner's office until no longer of administrative use.)

2012 Drainage Maintenance Inspection Report

General Information

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1. Name and number of group
2. Type of group: O = Open Ditch T = Tile ST = Storm Tile
 B = Basin S = Swale W/W = Waterway
 S/D = Surface Drain
3. Balance Money as of January 1, 2012

Proposed Work

1. Brush and cattails need sprayed.
2. Fertilizer and seeding is needed.
3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2013 and projected income for 2012 and 2013.

JOINT COUNTY PROJECTS – 2013 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	5%	Delaware / Marion
Carter Joint County	2%	Delaware / Marion
Cook Joint County	30%	Delaware / Licking
Coomer #435 Main	1%	Delaware / Morrow
Coomer #435 Lateral A	1%	Delaware / Morrow
Darst Joint County	0%	Delaware / Marion
DeGood	20%	Delaware / Union
Pumphrey Joint County	7 %	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

TRI-COUNTY PROJECTS – 2013 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	0%	Delaware / Marion / Union

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners accept and approve the 2012 Drainage Maintenance Inspection Report and establish and approve Percentage Of Maintenance Assessments for 2013.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-293

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and
- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and
- WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

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<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR	FORD, 2000 CVPI 4.6L	2FAFP71WXYX152663
VAN	DODGE, 1996 CARAVAN	2B4FP2535TR752420
PICKUP	FORD, 1996 F-150	1FTEF15Y6TLB59617
NETWORK SWITCH	CYSCO, VARIOUS	N/A
NETWORK SWITCH	NET GEAR, VARIOUS	N/A
NETWORK SWITCH	3 COM, VARIOUS	N/A
NETWORK SWITCH	D-LINK, DFE 2624x	003296
SERVER	DELL, POWER EDGE AND OTHER MODELS	005399, 005411, 005452, 005589, 005706, 004116, 006106, ADDITIONAL W/ NO #
SERVER	HP, RX2600	006193
SERVER	IBM, P5 / e SERVER	005939 / N/A
BACKUP, TAPE	DIGITAL, TSZ07	N/A
GATEWAY, WIRELESS	BLUE SOCKET, WG 2100	005601
SERVER	TREND MICRO, IGSA	005985

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-294

IN THE MATTER OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO GRANTING TO THE STATE OF OHIO A STORM SEWER EASEMENT FOR THE UNION STREET PARKING LOT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** (“Grantor”), for valuable consideration paid, hereby grants to the **STATE OF OHIO** (“Grantee”) an easement, being more fully described and depicted in **Exhibit A**, attached hereto and, by this reference, fully incorporated herein, for storm sewer purposes on, over, and under lands owned by Grantor.

Prior Instrument References: Deed Volume 182, Page 68; Plat Book 3, Page 121; Official Record 11, Page 2729; and Official Record 12, Page 379, in the official records of the Delaware County Recorder’s Office.

Exhibit A

**LEGAL DESCRIPTION
20 FOOT WIDE STORM SEWER EASEMENT
EAST OF NORTH UNION STREET, NORTH OF EAST CENTRAL AVENUE**

Situated in the City of Delaware, Delaware County Ohio, being part of Quarter Township 4, Township 5 North, Range 19 West, United States Military Lands, and being an easement for storm sewer purposes through a portion of the following three (3) tracts:

1. Lot 3060, as shown on the plant of Gary Wirt's Addition, of record in Plat Book 3, Page 121, said lot conveyed to The Board of Commissioners of Delaware County, Ohio, by deed of record in Official Record 12, Page 379,
2. Lot 3061 as shown on the plant of Gary Wirt's Addition, of record in Plat Book 3, Page 121, said lot conveyed to The Board of Commissioners of Delaware County, Ohio, by deed of record in Official Record 11 Page 2729,
3. a 6.704 acre tract conveyed to The Board of Commissioners of Delaware County, Ohio, by deed of record in Deed Volume 182, Page 68, Parcel 6,

all references to the Recorder's Office, Delaware County, Ohio, said easement being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of North Union Street and in the west line of the above referenced Lot 3060, said point being South 04°11'40" West a distance of 5.31 feet from the northwest corner of Lot 3060;

Thence, South 20°29'54" East, crossing a portion of Lot 3060 and a portion of Lot 3061, for a distance of 88.94 feet to a point;

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Thence, South 84°51'45" East, continuing through said Lot 3061 and crossing a portion of the above referenced 6.704 acre Board of Commissioner's tract, for a distance of 80.17 feet to a point on the curved easterly line of said tract;

Thence, along said line, along a curve to the left having a radius of 681.78 feet, having a central angle of 1°42'55", having a chord bearing and distance of S 06°21'32" E, 20.41 feet, along an arc distance of 20.41 feet to a point;

Thence, North 84°51'45" West, crossing a portion of the above referenced 6.704 acre Board of Commissioner's tract and a portion of Lot 3061, for a distance of 96.83 feet to a point;

Thence, North 20°29'54" West, crossing a portion of Lot 3061 and a portion of Lot 3060, for a distance of 58.03 feet to a point on the west line of Lot 3060, the east right-of-way line of North Union Street;

Thence, North 04°11'40" East, along said line for a distance of 47.88 feet to the Point of Beginning.

CONTAINING 0.074 acre, more or less.

Together with and subject to covenants, easements, and restrictions of record.

Bearings are based Ohio State Plane Coordinate System - Ohio North Zone, NAD83 (1986 adjustment), referenced to the east right-of-way line of North Union Avenue as North 04°11'40" East.

This description is based upon an actual field survey performed April 2010 by Sands Decker CPS LLC, and records on file at the Franklin County Recorder's Office.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-295

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2013 TAXES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$154.35 to the County Auditor for 2013 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2013 Sewer Tax Assessments
To be certified by the Board of Commissioners on 3/26/12**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$154.35
66211904 – Alum Creek	
66211906 – Tartan Fields	
66211907 – Scioto Reserve	
66211908 – Bent Tree	
66211909 – Hoover Woods	
66211910 – Scioto Hills	
66211911 - Northstar	
Total Assessments	\$154.35

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

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RESOLUTION NO. 12-296

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

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

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

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

WHEREAS, Delaware County Department of Job and Family Services has planned an Event, “Prevention & Pancakes” to observe Child Abuse Prevention on April 28 from 8:00-Noon at Willis Intermediate School; and

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

WHEREAS, the Department requests approval to procure various food supplies; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$400.00 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2012.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-297

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ROSEMONT CENTER:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, Delaware County contracts with Child Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for Child Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Rosemont Center 2440 Dawnlight Avenue Columbus, Ohio 43211 Residential Treatment \$10,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES

This Contract for the Provision of Child Placement and Related Services (hereinafter “Contract”) is entered into by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a

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Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and

Provider: Rosemont Center (hereinafter "Provider") whose address is:
Street/Mailing Address: 2440 Dawnlight Avenue
City: Columbus State: Ohio Zip Code: 43211
(hereinafter collectively the "Parties.")

PURPOSE

This purpose of this Contract is to set forth the terms and conditions between the Parties for the provision of placement and related services for children who are in the care and custody of the Agency.

RECITALS

WHEREAS, the Agency is responsible under Chapter 5153 of the Ohio Revised Code (ORC) for the custody and care of, and protective services for, dependent, neglected and abused children; and,

WHEREAS, the Agency is authorized under Chapter 5153 of the Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

**ARTICLE I
DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. **IV-E Allowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- B. **IV-E Unallowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- C. **IV-E Allowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- D. **IV-E Unallowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- E. **C.F.R.** means Code of Federal Regulations.
- F. **Administration Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- G. **Maintenance Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- H. **Purchased Foster Case** means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
- I. **Group, Residential and Institutional Foster Care** means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
- J. **Foster Home** means a licensed private residence in which a child or children are received apart from its or their parents, guardian, or legal custodian, by an individual reimbursed for providing the child or children non-secure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child or children in the home of a person other than the child's or children's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of Foster Homes.

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- K. **Family Foster Home** means a foster home that is not a Specialized Foster Home.
- L. **Specialized Foster Home** means a Medically Fragile Foster Home or a Treatment Foster Home.
- (1) **Medically Fragile Foster Home** means a Foster Home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
 - (a) Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for long-term care services, the child or children require a skilled level of care;
 - (b) The child or children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
 - (c) The child or children require the services of a registered nurse on a daily basis;
 - (d) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
- (2) **Treatment Foster Home** means a Foster Home that incorporates special rehabilitative services designed to treat the specific needs of the child or children received in the Foster Home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
- (3) **Treatment Foster Caregiver** means a person who has been specifically trained and certified pursuant to Rules 5101:2-5-20 to 5101:2-5-35 and 5101:2-7-02 to 5101:2-7-16 of the Ohio Administrative Code to provide treatment to children with special or exceptional needs placed in the Treatment Foster Home.
- M. **Generally Accepted Accounting Principles** has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- N. **Government Auditing Standards** means generally accepted government auditing standards issued by the Comptroller General of the United States.
- O. **Office of Management and Budget (OMB) Circular A-110.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.
- P. **Office of Management and Budget (OMB) Circular A-122.** Cost Principles for Non-Profit Organizations.
- Q. **Office of Management and Budget (OMB) Circular A-87.** Cost Principles for State, Local and Indian Tribal Governments.

**ARTICLE II
SCOPE OF PLACEMENT SERVICES**

Provider agrees to provide placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Agency, a Title IV-E Agency, as consistent with this Contract, all current state and federal laws, all current federal and state regulations, all regulations and requirements relative to the Provider's license, accreditation, and/or certification, and all Agency policies and procedures.

**ARTICLE III
TERM OF CONTRACT**

This Contract is in effect from:

3/26/2012

through

12/31/2012

unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the contractual termination date set forth herein above.

ARTICLE IV

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REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

A. In exchange for services satisfactorily provided as set forth herein, the Agency shall reimburse the Provider as provided herein.

B. The maximum amount payable pursuant to this Contract is:

\$10,000.00

Ten thousand

Dollars and no cents.

It is understood by the Parties that the actual amount paid may be less, based upon services provided and reports received.

C. Notwithstanding Section A of this Article, the Agency agrees to pay Provider on the basis of a daily per diem for the duration of the child’s placement. The amount of the daily per diem is as identified and agreed upon in each child’s Individual Child Care Agreement (ICCA).

D. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA.

E. Any changes in the daily per diem amount require prior approval and agreement of the Agency.

- 1) Agency may request a change in the daily per diem. Requests from the Agency for a change to the amount of the daily per diem require a response by the Provider within fifteen (15) days of receiving the request. The amount of the daily per diem for placement shall include, at a minimum, costs for clothing, allowances, incidentals, over-the-counter medications, and transportation. The Provider shall disclose all services covered by the daily per diem.
- 2) Provider shall provide the Agency with a sixty (60) day written notice of changes in per diem. Failure to provide the sixty (60) day notice will result in continued payment of the current per diem until sixty (60) days has lapsed.

F. The Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

G. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency agrees to pay the Provider the per diem for up to seven (7) days when the child is temporarily absent from the direct care of the Provider. If there is no plan to return the child to the placement with the Provider, the Agency will stop paying the per diem on the day the child leaves the Provider’s care and/or custody. The Agency may pay the Provider for an extended period of days based on a written agreement negotiated between the Agency and the Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.

H. The Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:

1. Provider’s name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable, and Medicaid provider number, if applicable.
2. Billing date and the billing period;
3. Name of the child, date of birth of the child, and the child’s identification number as supplied by the Title IV-E Agency;
4. Admission date and discharge date, if available;
5. Agreed upon daily per diem for the following:
 - a. Maintenance
 - b. Administration
 - c. Other Direct Services
 - d. Other costs - (any other cost the Agency has agreed to participate in)
6. The daily per diem associated with the following (if applicable and agreeable to the Provider and Agency):
 - a. Case Management; allowable administration cost;
 - b. Transportation; allowable administration cost;
 - c. Other Direct Services; allowable maintenance cost;
 - d. Behavioral Health Care; non-reimbursable cost;
 - e. Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.

I. All costs associated with care of the child and for which reimbursement is expected from the Agency shall be

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included in the per diem.

- J. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:
1. that it has adequate funds to meet its obligations under this Contract;
 2. 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,
 3. that it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Contract.

It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

**ARTICLE V
TERMINATION, BREACH AND DEFAULT**

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) calendar days in advance of termination sent by certified mail, return receipt requested, to the address of the terminated party shown in Article XIV or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of any such termination.
- B. Upon receipt of notice termination pursuant to paragraph A of this Article, the provider and Agency agree that they will work in the best interests of the child or children placed with the Provider to secure alternative placements for all children affected by the termination. Under no circumstances shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).
- C. Notwithstanding paragraph A of this Article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if there is a breach by the Provider of any of the provisions embodied in this Contract, if the Agency discovers any illegal or any other conduct on the part of Provider involving the health, safety or welfare of the child, if there is any violation of ARTICLE XI of the Contract, or there is a loss of funding as set forth in ARTICLE IV.
- D. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.
- E. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.
- F. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider subsequent to the date of receipt of notice of termination.
- G. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- H. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI
PROVIDER RESPONSIBILITIES**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of

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the child involved.

- B. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. Agency shall provide a copy of the Individual Child Care Agreement (ICCA) within five (5) days of placement.
- C. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1 of the Ohio Administrative Code as it relates to this provision.
- D. Provider agrees to submit a monthly invoice for services delivered to the Agency within fifteen (15) calendar days following the end of the month in which services were provided.
- E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Administrator for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child's ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcomes, etc.). Failure to submit the progress report will result in a delay of payment until such time that the Provider comes into compliance.
- F. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within twenty-four (24) hours or the next business day to the designated Agency emergency contact (e.g., county hotline).
- G. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists:
 - 1) the child is absent without leave (AWOL),
 - 2) the child received emergency treatment from a medical professional,
 - 3) the child is involved in a critical incident,
 - 4) the child is a victim or perpetrator of an assault,
 - 5) the child's medication has changed,
 - 6) the child is suspended or expelled from school,
 - 7) the filing of any law enforcement report involving the child, or
 - 8) when physical restraint is used/applied.

The Provider will contact the Agency at the time of the incident by contacting the emergency contact for the Agency (e.g., county hotline). The Provider will also provide a written incident report to the Agency within twenty-four (24) hours of the incident. Failure to provide incident reports will result in delay of payment. The Agency reserves the right to move a child at risk without notice. The Agency will not be responsible for the per diem for that day of removal or beyond.

- H. Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the thirtieth (30th) day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.
- I. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
- J. Provider agrees that while Provider may have input into the development of the child's case plan services and the ICCA, any and all disputes regarding services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees that Agency is the final authority.
- K. Provider agrees to provide a minimum of thirty (30) days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary within twenty (20) days following discharge.
- L. Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.
- M. Provider agrees to provide contact between the child and foster parent(s) (caretaker) on a weekly basis. Weekly contact shall consist of at least a minimum of two (2) face-to-face contacts per month in the child's placement.

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- N. The foster parents(s) (caregiver) shall prepare and keep a current written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan and submit such written record to the Agency along with the monthly progress report.
- O. Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with twenty-four (24) hours of any change in the status of a foster home. Provider agrees to provide a copy of foster parent home studies upon request.
- P. Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hrs of request.
- Q. Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of the Provider and substitute care setting.
- R. Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.
- S. If the plan determined by the Agency is to return the child to placement with the Provider, the Provider agrees to continue the per diem for a child that is absent without leave for seven (7) days. If there is no plan to return the child to the placement with the Provider, the per diem shall cease to be provided on the day the child leaves the Provider's care and/or custody.
- T. Provider agrees to provide additional services as agreed to and specified in the ICCA (case plan) (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).
- U. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider Network.
- V. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

- A. To the fullest extent of the law and without limitation, Provider, agrees to indemnify and hold free and harmless the Agency, the Board, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs and expenses, including but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Provider's performance of this Contract or the Provider's actions or omissions including, but not limited to, the performance, actions or omissions of any of the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives. Provider agrees that in the event of or should any such actions, claims, suits or demands be brought against the Indemnified Parties that Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Provider, further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Provider, shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney fees.
- B. Provider shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including, but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the provider or the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives.

Provider shall provide insurance as follows:

- C. Provider shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Provider shall present to the Agency current certificates of

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insurance, and shall maintain such insurance during and throughout the term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

1. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
 2. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract.
 3. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
 4. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Agency, the Delaware County Board of County Commissioners, Delaware County, or its various departments, with coverage in an amount equal to that required by law and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.
- D. The Agency, the Board, and Delaware County, Ohio must be named as "Additional Insured" on the policies listed in paragraphs 2, 3, and 4 above.
- E. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.
- F. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.
- G. The Provider's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Provider's Insurance and shall not contribute to it.
- H. The insurer shall provide thirty (30) days written notice to the Agency before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.
- I. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Agency within seven (7) calendar days of change.
- J. During the life of the Contract, the Agency may require Provider to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.
- K. In addition to the rights and protections provided by the insurance policies as required above, the Agency, the Board, and Delaware County shall retain any and all such other and further rights and remedies as are available at law or in equity.

**ARTICLE VIII
AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- B. Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. The Agency also agrees to provide a copy of each child's social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement for new cases and with thirty (30) calendar days for an existing placement.

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- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of the termination of the placement of that child.
- D. Agency agrees to participate in periodic meetings (at least quarterly) with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten (10) calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment or transfer of records or issues concerning recovery of tuition costs by the receiving school. The Agency will work with the Provider, sending school, and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.
- F. The Agency agrees to invite the Provider to attend all meetings to develop, amend, or modify the case plan. The Agency agrees to notify the Provider of all such meetings not less than seven (7) days in advance of the meeting.
- G. Agency agrees to review each of the Provider's invoices for completeness before making reimbursement.
- H. The Agency agrees to pay the Provider for all services agreed to in the Individual Child Care Agreement (ICCA) and included on any undisputed invoice received. Payment on any undisputed invoice received within the time frame specified by the Agency shall be made within forty-five (45) days of receipt of the invoice by the Agency. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

**ARTICLE IX
PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- I. Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. Provider further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently

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suspended for any reason.

- J. Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.
- K. Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.
- L. Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.
- M. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.

**ARTICLE X
RECORDS RETENTION REQUIREMENTS**

- A. Provider agrees that all records related to this Contract, including but not limited to, documents, writings, subcontracts, invoices, records of costs, records of work performed, supporting documentation for invoices, copies of deliverables, receipts, payrolls, personnel records, client records, reports, financial records, census records, documentation of legal compliance with Ohio Administrative Code Rules, and all other information, data, or documentation relating to any and all matters covered by this Contract, produced by, used by, received by, or possessed by the Provider shall be retained, accessible, and treated according to the following terms:
 - (1) All records referred to in Article X, Section A shall be retained and maintained by the Provider for a minimum of three (3) years after reimbursement for services rendered under this Contract.
 - (2) If an audit, litigation, or other action is initiated during the time period of this Contract or during the period of time comprising three (3) years after reimbursement for services rendered under this Contract, the Provider shall retain and maintain all records referred to in Article X, Section A, until the audit, litigation, or action is concluded and all issues are resolved or until the period of time comprising three (3) years after reimbursement for services rendered under this Contract has expired, whichever is later.
 - (3) Within a reasonable period of time not to exceed sixty (60) days, all records referred to in Article X, Section A shall be made available for inspection and/or audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, and/or any other duly authorized law enforcement officials) and the United State Department of Health and Human Services.
 - (4) Provider shall assure that all records referred to in Article X, Section A that are related to this Contract and held by third parties are retained and maintained for the same periods of time and are accessible and treated in the same manner as those held by the Provider and as provided in Article X, Section A.
 - (5) Provider shall not destroy and shall ensure that no third party destroys and of the records referred to in Article X, Section A without the prior written consent of the agency Director.
- B. Provider agrees that, without prior permission of the Agency, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days, after a written request has been made.

**ARTICLE XI
INDEPENDENT CONTRACTOR**

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- A. Provider agrees that it shall act in performance of this Contract as an independent contractor.
- B. Provider and the Agency agree that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract.
- C. Provider agrees that, as an independent contractor, Provider assumes all responsibility for any federal state, municipal, and/or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- D. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

**ARTICLE XII
AUDITS**

- A. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 with the Ohio Department of Job and Family Services (ODJFS). Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31st filing deadline. Provider understands and agrees that a failure to timely file the Title IV-E cost report will result in a financial penalty of fifty percent (50%) only for Title IV-E eligible children. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.
- C. If Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant (CPA) for the Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayments of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with Ohio Revised Code Sections 5101.11 and 5101.14.10 and Ohio Administrative Code Rule 5101:2-47-01.
- D. If through an audit of Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.
- E. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:
 - (1) Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities."
 - (2) Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements."
 - (3) Rule 5101:2-47-26.2 of the Ohio Administrative Code: "Cost Report " Agreed Upon Procedures' engagement".
 - (4) JFS 029111 Single Cost Report Instructions
 - (5) For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.
 - (6) For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
 - (7) Where applicable: Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
 - (8) If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

ARTICLE XIII

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GRIEVANCE /DISPUTE RESOLUTION PROCESS

The Agency and Provider shall have a written Grievance/Dispute Resolution process. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIV
NOTICE**

- A. All notices to the Agency which may be required by this Contract or by operation of any rule of law shall be sent to the Agency's Executive Director via certified mail, return receipt requested, as follows:

Shancie Jenkins
Executive Director
Delaware County Department of Job and Family Services
140 N. Sandusky Street, 2nd Floor
Delaware, Ohio 43015.

- B. All notices to the Provider which may be required by this Contract or by operation of any rule of law shall be sent to the Provider's Executive Director via certified mail, return receipt requested, as follows:

Rosemont Center
Director
2440 Dawnlight Avenue
Columbus, Ohio 43211

**ARTICLE XV
FINDING FOR RECOVERY**

Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**ARTICLE XVI
DMA FORM STATEMENT**

Provider certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. §2909.33, Provider agrees to make such certification by completing the declaration of material assistance/ no assistance described in R.C. § 2909.33 (A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**ARTICLE XVII
CAMPAIGN FINANCE**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

**ARTICLE XVIII
CONFLICTS BETWEEN DOCUMENTS**

If a conflict exists between the provisions of this Contract and the Individual Child Care Agreement (ICCA), this Contract supersedes.

**ARTICLE XIX
CONSTRUCTION**

This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

**ARTICLE XX
SEVERABILITY**

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Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

**ARTICLE XXI
AUTHORITY TO SIGN**

Provider states and agrees that the individual(s) who, on behalf of the Provider, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Provider and are authorized to and have authority to enter this Contract on behalf of the Provider and by so signing have authority to bind and does bind the Provider to any and all terms of this Contract.

**ARTICLE XXII
ENTIRE AGREEMENT / AMENDMENTS**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-298

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR WORKFORCE INVESTMENT ACT YOUTH SERVICES FOR OPPORTUNITY JOB NETWORK ONE STOP EMPLOYMENT SYSTEM DKMM (DELAWARE, KNOX, MARION, AND MORROW COUNTIES):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, The Director Of Jobs & Family Services Recommends approval of the request for proposals for Workforce Investment Act Youth Services For Opportunity Job Network One Stop Employment System DKMM (Delaware, Knox, Marion, And Morrow Counties);

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the request for proposals for Workforce Investment Act Youth Services For Opportunity Job Network One Stop Employment System DKMM (Delaware, Knox, Marion, And Morrow Counties).

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
Workforce Investment Act (WIA) Services and Programs
For**

Comprehensive academic, training, and employment services designed to prepare targeted youth for a successful career

**OPPORTUNITY JOB NETWORK ONE STOP EMPLOYMENT SYSTEM DKMM
(DELAWARE, KNOX, MARION, AND MORROW COUNTIES)**

The complete WIA Request for Proposals is posted on the internet and may be viewed at <http://www.opportunityjobnetwork.com> and on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Current Bids."

The DKMM Counties wish to receive sealed proposals from providers of comprehensive academic, training, and employment services designed to prepare targeted you for a successful career for Opportunity Job Network One Stop Employment System DKMM.

Any proposals submitted to DKMM are to be prepared at the submitter's expense. DKMM reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and DKMM. No DKMM County shall have any liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Session regarding proposal interest or questions will be held on April 4, 2012 at 2:00pm in the Fireside Conference Room at the Delaware Area Career Center, 4565 Columbus Pike, Delaware, Ohio 43015.

Request For Proposal packets can be obtained via email request to mydelawarejobnet@gmail.com or may be viewed and downloaded at <http://www.opportunityjobnetwork.com> or from Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Current Bids."

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2012**

Proposals will be received at Opportunity Knox/Job Network, attention: Ms. Diana Williams, 17604 Coshocton Road, Mt. Vernon, Ohio 43050. The outside of the sealed package should also include the title of this Request For Proposals. All proposals must be received by the addressee no later than 4:00 pm, EST, April 19, 2012. NO EXCEPTIONS.

Interested bidders must submit five (5) printed copies and one (1) computer file copy (MS Word Format on a CD). Submittals pursuant to this invitation will not be accepted after the hour and date stated above.

REQUEST FOR PROPOSALS

**Workforce Investment Act
Youth Services**

**Service Provision Time:
July 01, 2012 to December 31, 2013**

**Offered by
Opportunity Job Network
DKMM (Delaware, Knox, Marion, Morrow)
One Stop Employment System**

Estimated Allocations:

Delaware:	\$195,000
Knox:	\$55,000
Marion:	\$220,000
Morrow:	\$80,000

Deadline for Proposal Submission is Monday April 19, 2012, 2:00 PM.
ABSOLUTELY NO EXCEPTIONS!

[Opportunity Job Network - Delaware, Knox, Marion, and Morrow shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2014, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period January 1, 2013 through June 30, 2014 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.]

Proposals to be submitted to: Ms. Diana Williams
Opportunity Job Network/Knox
17604 Coshocton Road
Mt. Vernon, OH 43050

Questions regarding this RFP may be directed to: mydelawarejobnetwork@gmail.com

Deadline for Questions is April 10, 2012

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Section I. General Information

A. Purpose

The Workforce Investment Act (WIA) provides local communities with the framework for creating comprehensive and effective strategies to serve at-risk youth as they transition into the world of work. The DKMM Job Network recognizes the importance of developing our young people as future workers, citizens, and leaders, and is committed to allocating resources to make it happen.

This Request for Proposals (RFP) is intended to solicit proposals to address the needs of at-risk youth in the DKMM Job Network communities, providing comprehensive academic, training, and employment services designed to prepare them for a successful career. The WIA at-risk youth (in-school and out-of- school) population to be served must meet the following guidelines to be eligible for service: Age 14-21, low income according to WIA 101(25), and one or more of the following categories: Deficient in basic literacy skills; School dropout; Homeless, runaway, or foster child; Pregnant or parenting; Offender; or Requires additional assistance to complete an educational program, or to secure and hold employment.

This Request for Proposal is not in itself an offer of work nor does it commit the DKMM Job Network to fund any proposals submitted. The DKMM Job Network is not liable for any costs incurred in the preparation or research of proposals.

B. Program Requirements:

The Workforce Investment Act outlines the following CORE ELEMENTS for youth programming [WIA 129 (c) (2)]. Preference will be given to those proposals which integrate all core elements into program design and strategy. Proposers have the option of submitting proposals that does not include Summer Employment Opportunities. All other core elements are mandatory and must be included in the proposal

1. Tutoring and Study Skills Training: Leading to secondary school completion, including drop out prevention strategies.
2. Alternative secondary school offerings.
3. Summer Employment Opportunities: Must be directly linked to academic and occupational learning.
4. Paid and Unpaid Work Experiences: Work experience is planned, structured learning experiences that take place in a private for-profit, non-profit, or public sector workplace for a limited period of time.
5. Occupational skills training.
6. Leadership development: Includes community services and peer centered activities encouraging responsibility and other positive social behaviors during non-school hours. Can also include decision making, teamwork, and citizenship activities.
7. Supportive services: Transportation, child care, dependant care, etc.
8. Adult Mentoring: During participation and after exit.
9. Follow-Up Services: REQUIRED for at least 12 months following exit.
10. Comprehensive Guidance and Counseling: drug and alcohol abuse counseling, mental health counseling, etc., – appropriate to the needs of the individual.

Information on WIA, Program Eligibility, Guidelines, Regulations and Performance Measures is available online at :

http://www.doleta.gov/youth_services/Youth_Activities.cfm

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<http://jfs.ohio.gov/workforce/docs/Youth/WIAYouthSystem.pdf>

<http://cle.osu.edu/lwc-publications/focused-futures/downloads/Elements-of-a-WIA-Youth-Program.pdf>

* Expanded definition of CORE elements for provider to reference is found in Attachment F.

Another CORE ELEMENT identified by The Job Network DKMM One Stop Employment System:

11. Job Readiness Preparation: Labor market information, resume preparation, completion of employment applications, interview techniques, job retention skills, punctuality, attendance, and interpersonal skills, etc.,

Additional program requirements include:

1. The successful service provider must be able to document and establish linkages with local school systems and the local One Stop Systems.
2. The successful service provider must have a process for collecting/evaluating their clients' satisfaction with all aspects of the program to ensure needs are being met and report results to the appropriate DKMM representative.
3. The successful service provider must complete an objective assessment on every eligible customer who is enrolled in the program.
4. The successful service provider must complete a WIA Individual Service Strategy (ISS) on every eligible youth who is enrolled in the program. Services provided must correlate with the barriers identified in the objective assessment. Provider must submit status reports on each individual ISS to the appropriate DKMM representative (frequency and format to be determined by local DKMM representative.)
5. The successful service provider must collect all data required for WIA eligibility with final approval for enrollment to be determined by the appropriate DKMM representative.
6. The successful service provider must serve a minimum of 35% of total youth expenditures on Out- of -School Youth.

D. Performance Requirements:

WIA Youth Performance Standards:

Performance Standard	PY 09	PY 10
Placement in Employment or Education	63%	63%
Attainment of a Degree or Certificate	42%	42%
Literacy and Numeracy Gains	37%	37%

Note: Performance standards indicated will be monitored on a quarterly basis. Failure to meet the standard(s) will result in a quarterly modification of the contract. Provider must issue a corrective action plan (CAP) for any failed standard(s) and the plan must be approved by the appropriate DKMM entity. If approved CAP is not effective in resolving the performance issues, and no other solution can be identified, the contract could be terminated.

Performance Incentive – meeting or exceeding performance standards could result in monetary incentives, up to 20% of the total contract value.

Monthly, electronic reporting of all WIA Youth performance will be required by PROVIDER to Opportunity Job Network DKMM One Stop Employment System.

D. Partners:

Both the Workforce Investment Act and DKMM encourage partnering and collaboration to deliver the most effective services to have the greatest possible community impact. If your proposal involves a partnership, you should provide a letter of agreement generally outlining the partnership and the activities or services of each of the partners according to OMB standards, Circular number 83A. Before funding, partnerships will have to be firmly established by means of formal Memorandum of Understanding (MOU). The MOU, whether developed as an umbrella agreement with a variety of agencies, or independently with a particular partner must contain, at a minimum, the following information:

- A description of what customer services will be provided by each partner.
- How the costs of services and operating costs of the partnership will be funded.
- Method of referral between partners.
- Duration of the Memorandum and procedures for amending the Memorandum.
- Other provisions as agreed upon by the parties to the MOU.

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E. RFP Timelines & Information:

RFP Issued	March 27, 2012
Public Information Session	April 4, 2012
RFP Questions Due Date	April 10, 2012
Proposal Submission Due Date (Deadline)	April 19, 2012

Issuance

The Request for Proposal (RFP) Packets will be available to the public beginning on March 27, 2012. The RFP Packets will be available for download from the websites listed below or can be requested by email from the email address listed below:

RFP Download:

Opportunity Job Network: www.opportunityjobnetwork.com

Public Information Session

A Public Information Session will be held on Thursday, April 4 at 2:00pm in Fireside Conference at DACC South Campus, 4565 Columbus Pike, Delaware, OH 43015

RFP Questions and Answers

All questions regarding this RFP should be submitted by email to the following email address not later than April 10, 2012:

Email: mydelawarejobnetwork@gmail.com

Answers to RFP questions will be publicly and anonymously posted on the following website:

<http://www.opportunityjobnetwork.com>

Proposal Submission

Interested bidders must submit five (5) printed copies and one (1) computer file copy (MS Word Format on a CD) of the proposal to:

Ms. Diana Williams
Opportunity Job Network/Knox
17604 Coshocton Road
Mt. Vernon, OH 43050

All bids must be received by the addressee listed above not later than 4:00pm, EST, April 19, 2012– No exceptions!

Proposers are fully responsible for all costs associated with the development and submission of a proposal. DKMM staff assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal by a Proposer, the evaluation of an accepted proposal or the selection of the finalist.

All proposals and associated materials become the property of DKMM once submitted to DKMM. The content of all proposals and associated materials will be held confidential to the fullest extent permitted public agencies under Ohio law, until an award of contract is made.

DKMM reserves the right to reject any or all proposals, to accept or reject any or all of the items in the proposal, to waive any informality in the proposals received, and to award a contract in whole or in part if it is deemed to be in the best interest of DKMM. DKMM reserves the right to negotiate with any Proposer after proposals are reviewed, if such action is deemed to be in the best interest of DKMM.

DKMM reserves the right to cancel all or any part of this RFP at any time without prior notice. DKMM also reserves the right to modify the RFP process and time limits as deemed necessary.

The time frame of this agreement will be designated for an 18 month period, beginning July 01, 2012 and ending December 31, 2013. DKMM shall have the option, upon thirty (30) days written notice, to renew this agreement through June 30, 2014, based on successful performance outcomes from the current agreement period, proposed program priorities and the availability of funds for the projected year. The total amount to be paid for the renewal period, January 1, 2014 through June 30, 2014 will allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

Section II. Proposal Guidelines

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Proposers must submit their proposal to this RFP which meets the minimum requirements included in Section III of this RFP. All Proposers are required to respond to this RFP exactly as outlined within Section II, in order for the DKMM Opportunity Job Network to evaluate all proposals on an equal and timely basis.

All Proposals Must Include the Following:

A. Cover Letter

A Cover Letter must be enclosed (as the first page, Times New Roman 12 font) with your proposal and should not exceed one (1) type written page and must state the following:

1. The Name of the Organization.
2. Mailing address and e-mail address (if applicable).
3. Telephone number and fax number.
4. A statement of the intent to provide said services utilizing WIA funding.
5. Name, title, and original signature of the person submitting the proposal for the organization.
6. Management Structure

B. Program Narrative

***** REMINDER: NO ORGANIZATIONAL ID CAN BE REFERRED TO IN THE PROGRAM NARRATIVE SECTION!!**

1. Summary: Provide a one page written summary of the program being proposed.
2. Provide a detailed description of program activities and major outcomes of each, including:
 - A. Program Curriculum
 - B. Calendar outlining number of hours per day, hours per week, and number of weeks each activity will be offered.
 - C. Identify Activities and Services applicable to each of the CORE ELEMENTS listed in the Program Requirements Section.
3. Describe how your program activities will meet RFP Program Requirements and Program Performance listed in Section I of this RFP.
4. Provide a detailed flowchart of your program design. This flowchart should visually display the various activities to be provided and in the normal order they will be provided.
5. Describe what efforts you will make to assist the awarding member county in recruiting the target group identified in this proposal.
6. Describe your qualifications and past experience in working with the target groups identified in this proposal.
7. Describe your general admission requirements and procedures. Describe in detail the process for complying with administrative functions (record keeping, reporting, etc.) and the personnel responsible for such functions.
8. Describe your job placement activities, to include pre-employment skills training, job search assistance, job development activities, and staff used for placement activities.
9. Describe how you will evaluate the program, including participant progress and satisfaction, overall program effectiveness, and overall quality.
10. Describe how your organization intends on coordinating with support services and local school districts. Also, describe how your organization partners with other community organizations.

***** REMINDER: NO ORGANIZATIONAL ID CAN BE REFERRED TO IN THE PROGRAM NARRATIVE SECTION!!**

C. Assurances

Please review and sign the description of Assurances – Attachment A

D. Program Budget

1. Please provide a narrative to explain and support the budget for your proposal, including detailed support for in-kind costs.

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2. Please complete the budget form – Attachment B

E. Projections

Projected youth to be served - Complete attachment E.

F. WIA Youth 10 Elements

WIA Youth Elements Expanded – Attachment F

Section III. Minimum Standards & Evaluation Criteria

A. Minimum Standards

These minimum standards must be met if the proposal is to be further evaluated:

1. The proposal was submitted before the closing time and date.
2. The proposing organization is not on a Federal or State Debarment List.
3. The proposing organization is fiscally solvent.
4. The proposing organization has additional funding sources and will not be dependent on WIA funds alone for ongoing operations.
5. The person signing the proposal as the submitting officer has the authority to do so.
6. The proposing organization agrees to meet all Federal, State, and local EEO and WIA program and fiscal compliance requirements.

B. Evaluation Criteria

DKMM will review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals inconsistent with the RFP requirements will be eliminated from consideration. Proposals received after the proposal due date and time shall be rejected and returned to the Proposer.

Each proposal will be reviewed according to the rating system below. A total of 260 points may be awarded to each proposal. An average score for each proposal will be calculated based upon the sum of the reviewers' scores divided by the number of reviewers. Any proposal receiving less than an average of 130 points out of a possible 260 points will be disqualified from consideration. The maximum possible points for each criterion is based on the following scale:

1. Design and Responsiveness of Proposal (100 points):
 - a. Does the proposal target a significant population of at-risk youth? (10 points)
 - b. Does the proposal offer activities/services that are consistent with WIA and the RFP? (15 points)
 - c. Are the activities interesting and likely to attract and retain WIA targeted, eligible youth? (20 points)
 - d. Does the proposal involve quality, innovative approaches? (15 points)
 - e. Do the outcomes meet or exceed those outlined in the RFP? (30 points)
 - f. Are the facilities suitable for the proposed activities/services? (10 points)
2. Qualifications of Proposer (60 points):
 - a. Are staff qualified to provide the activities/services? (20 points)
 - b. Does the proposer have adequate administrative experience to operate the activities/services proposed? (20 points)
 - c. Does the proposer have prior successful experience and a demonstrated record of meeting performance? (20 points)
3. Costs (100 points):
 - a. Are the costs justified and reasonable for the activities/services proposed? (50 points)

Note: All providers must adhere to GAAP and where applicable, comply with OMB Circular A-122, Attachment B, regarding allowability of costs. http://www.whitehouse.gov/omb/circulars_a122_2004/

 - b. Are in-kind services and/or funds for the activities/services provided? (30 points)
 - c. Is the proposal coordinated with other entities to provide a cost-effective proposal? (20 points)

C. Contract Award

Based upon the aforementioned criteria, the proposal with the highest total number of points will be recommended for approval. Once the selection has been approved, DKMM will notify the Proposer (with the winning proposal) verbally as well as officially in writing. This notification will take place during the week of May 7, 2012. A contract negotiation process will immediately follow the verbal notification, in order to begin services as soon as possible.

The remaining Proposers that are not selected will be notified in writing, with official letters to be mailed during the week of May 7, 2012.

D. Protests

Any potential or actual proposer objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract or any other matter relating to the process of soliciting the proposals.

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Protests must include the name, address, and telephone number of the protestor along with a detailed statement of legal and factual grounds for the protest, including copies of any relevant documents. Protests must be filed no later than 12:00 noon on May 18, 2012. All protests must be filed with:

Mr. Steve Ehrle, Delaware County Contract Negotiator
Delaware County Job and Family Services
140 North Sandusky Street
Delaware, Ohio 43015
740-833-2337

Section IV. Attachments

Attachment A. Assurances Form

Please review each of the assurances listed within the Assurances Form. Then sign and date the form and include it with your proposal.

Attachment B. Budget Form

Please complete the Youth Program Budget Form, which must reflect your budget narrative. Please include this form with your proposal.

Attachment C. Affidavit in Compliance Form

- * With Section 3517.13 of the Ohio Revised Code (Pay to Play Prohibitions).
- * Please review and submit notarized statement

Attachment D. Checklist Form

Please make sure to complete the Checklist Form as you complete your proposal. Please include this form with your proposal.

Attachment E. Projected Participant Data Form

Attachment F. Core Elements Expanded Definitions

**PUBLIC NOTICE
Request for Proposals
Opportunity Job Network One Stop Employment System
DKMM (Delaware, Knox, Marion, and Morrow Counties)
Workforce Investment Act Youth Services**

The DKMM Opportunity Job Network is soliciting proposals from qualified organizations to address the needs of at-risk youth in the DKMM Job Network communities, providing comprehensive academic, training, and employment services designed to prepare targeted youth for a successful career.

Proposal service period is July 01, 2012 through December 31, 2013 with an option for the DKMM Job Network to extend proposal contracts an additional six months, through June 30, 2014, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected two year extension period.

It is anticipated that approximately \$ 550,000 (sum of all DKMM counties) will be made available by the Area 7 Workforce Investment Board to fund this program during the initial service period. Interested organizations are encouraged to submit proposals to service one or more of the DKMM counties.

The Request for Proposal (RFP) Packets will be available to the public on no later than March 27, 2012. The RFP Packets will be available for download from the Opportunity Job Network Regional website or any of the DKMM county websites listed below or can be requested by email from the email address listed below:

RFP Downloads

Opportunity
Job Network: <http://www.opportunityjobnetwork.com>

Email: mydelawarejobnetwork@gmail.com

The Workforce Investment Act outlines the following CORE ELEMENTS for youth programming [WIA 129 (c) (2)]. Preference will be given to those proposals which integrate core elements into program design and strategy. **. Proposers have the option of submitting proposals that do not include Summer Employment Opportunities as defined by the WIA Youth 10 Elements. All other core elements are mandatory and should be included in the proposal.**

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1. Tutoring and Study Skills Training: Leading to secondary school completion, including drop out prevention strategies.
2. Alternative secondary school offerings.
3. Summer Employment Opportunities: Must be directly linked to academic and occupational learning.
4. Paid and Unpaid Work Experiences: Work experience is planned, structured learning experiences that take place in a private for-profit, non-profit, or public sector workplace for a limited period of time.
5. Occupational skills training.
6. Leadership development: Includes community services and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours. Can also include decision-making, teamwork, and citizenship activities.
7. Supportive services: Transportation, child care, dependant care, etc.
8. Adult Mentoring: During participation and after exit.
9. Follow-Up Services: REQUIRED for at least 12 months following exit.
10. Comprehensive Guidance and Counseling: drug and alcohol abuse counseling, mental health counseling, etc., and appropriate to the needs of the individual.

Another CORE ELEMENT identified by the Opportunity Job Network DKMM One Stop Employment System is:

11. Job Readiness Preparation: Labor market information, resume preparation, completion of employment applications, interview techniques, job retention skills, punctuality, attendance, and interpersonal skills, etc.

Information on WIA, Program Eligibility, Guidelines, Regulations and Performance Measures is available online at:

http://www.doleta.gov/youth_services/Youth_Activities.cfm

<http://jfs.ohio.gov/workforce/docs/Youth/WIAYouthSystem.pdf>

<http://cle.osu.edu/lwc-publications/focused-futures/downloads/Elements-of-a-WIA-Youth-Program.pdf>

Questions regarding this Public Notice and the associated RFP should be submitted by email to the following email address:

Email: mydelawarejobnetwork@gmail.com

All questions and answers related to this DKMM Youth Services RFP will be publicly and anonymously posted on the following website:

Q & A Website: <http://opportunityjobnetwork.com>

DKMM is available for questions on this RFP until April 10, 2012. Questions and Answers will remain posted until April 19, 2012.

Public Information Session:

A Public Information Session will be held on Wednesday, April 4, 2012 at 2:00pm in Fireside Conference Room at Delaware Area Career Center, 4565 Columbus Pike, Delaware, Ohio 43015.

Proposal Submission/Deadline:

Interested bidders must submit five (5) printed copies and one (1) computer file copy (MS Word Format on a CD) of the proposal by mail or in person to:

Ms. Diana Williams
Opportunity Knox/Job Network
 17604 Coshocton Road
 Mt. Vernon, OH 43050

All proposals must be received by the addressee listed above not later than 4:00pm, EST, April 19, 2012 – No exceptions!

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Proposers will be informed about the status of their bid(s) in late April or early May.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-299

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE COURT OF COMMON PLEAS JUVENILE DIVISION; THE COURT OF COMMON PLEAS; THE COURT OF COMMON PLEAS II; THE SHERIFF; THE PROSECUTOR AND THE CLERK OF COURTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

COURT OF COMMON PLEAS JUVENILE DIVISION

**Ohio Department of Job and Family Services
IV-D CONTRACT**

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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

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

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

4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$77.31 per Unit of Service as determined by:

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

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- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$257,271.37

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

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

	Amount	Source
Non-Federal Share	\$ 87,472.27	Local Sources
FFP Reimbursement	\$169,799.10	
Total IV-D Contract Cost	\$257,271.37	

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

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

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

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

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

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

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

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

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

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of

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the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

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

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.

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

18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

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

22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach their decision.

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24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

COURT OF COMMON PLEAS

**Ohio Department of Job and Family Services
IV-D CONTRACT**

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

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

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$131.45 per Unit of Service as determined by:

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

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$52,580.22

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

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

	Amount	Source
Non-Federal Share	\$34,702.94	Local Sources
FFP Reimbursement	\$17,877.28	
Total IV-D Contract Cost	\$52,580.22	

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

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

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 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..

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

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

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

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

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

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

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

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

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.

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

18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

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

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22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach their decision.

24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

COURT OF COMMON PLEAS II

**Ohio Department of Job and Family Services
IV-D CONTRACT**

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

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

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

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

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

4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$84.70 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$33,878.02

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

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

	Amount	Source
Non-Federal Share	\$11,518.53	Local Sources
FFP Reimbursement	\$22,359.49	
Total IV-D Contract Cost	\$33,878.02	

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

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

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 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..

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

- Amendments: The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and

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Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

- Modifications: The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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

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

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

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

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

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

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.

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

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

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if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. Termination: This IV-D Contract may be terminated:
- 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

SHERIFF

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

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

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

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

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

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

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$56.62 per Unit of Service as determined by:

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

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$117,759.25

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

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

	Amount	Source
Non-Federal Share	\$ 40,038.14	Local Sources
FFP Reimbursement	\$ 77,721.11	
Total IV-D Contract Cost	\$117,759.25	

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

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

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 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..

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

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

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

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

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

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

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

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

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

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15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. Termination: This IV-D Contract may be terminated:
- 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

PROSECUTOR

**Ohio Department of Job and Family Services
IV-D CONTRACT**

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under Ohio Revised Code Section 2912.21 (Nonsupport or contributing to nonsupport defendants).

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

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

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$71.26 per Unit of Service as determined by:

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

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$49,883.56

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes

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that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

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

	Amount	Source
Non-Federal Share	\$16,960.41	Local Sources
FFP Reimbursement	\$32,923.12	
 Total IV-D Contract Cost	 \$49,883.56	

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

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

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 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..

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

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

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

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

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

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

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

12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the

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Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.

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

18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

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

22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach their decision.

24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

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24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

CLERK OF COURTS

Ohio Department of Job and Family Services IV-D CONTRACT

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2012 through 12/31/2012, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A CSEA initiated docket entry or any CSEA filing.

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

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

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

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$1.92 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$1,249.21

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

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

	Amount	Source
Non-Federal Share	\$ 424.73	Local Sources
FFP Reimbursement	\$ 824.48	
Total IV-D Contract Cost	\$1,249.21	

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

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

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 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..

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

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

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

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

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

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10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color,

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sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach their decision.

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24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

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24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

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

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-300

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Director of Environmental Service recommends hiring James Benjamin, as a Custodian with the Environmental Services; effective March 28, 2012;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve hiring James Benjamin, as a Custodian with the Environmental Services; effective March 28, 2012.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioners O'Brien

-Attended A 911 Board Administrative Committee Meeting; Personnel Issues; Staffing; Planning For 2012-2017

Commissioner Thompson

-Attend The Ohio Public Images Awards Ceremony

Commissioner Stapleton

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-On Friday Attended A CORSA Meeting; Dawn Huston (Administrative Services) Will Be Setting Up A Time For Mr. Smith To Attend A Session With A Presentation
-Will Attend Another MORPC Meeting This Afternoon; Will Miss Work Session

RESOLUTION NO. 12-301

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISMISSAL; DISCIPLINE OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:00AM.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-302

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:05AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RECESS UNTIL 1:15PM/RECONVENE 1:15PM

RESOLUTION NO. 12-303

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

The Director of Job and Family Service recommends accepting the resignation of Karen Fitzmartin as a Clerical Specialist from the Department of Job and Family Services, effective March 26, 2012;

Therefore Be It Resolved, that the Delaware County Board of Commissioners accept the resignation of Karen Fitzmartin as a Clerical Specialist from the Department of Job and Family Services, effective March 26, 2012.

Vote on Motion Mr. Stapleton Absent Mr. Thompson Aye Mr. O'Brien Aye

**Due to a prior Commitment Commissioner Stapleton was not present for the reconvening of session.*

There being no further business, the meeting adjourned.

1:30 PM WORK SESSION

1) THE BOARD OF LAWRENCE COUNTY COMMISSIONERS;
HEALTH AND WELLNESS PROGRAM IDEAS AND DISCUSSION

Ken O'Brien

Dennis Stapleton

Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners