

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 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. 12-738

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 23, 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 July 23, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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

RESOLUTION NO. 12-739

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION MEETING HELD JULY 23, 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 a work session on July 23, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 work session meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-740

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0725, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0725:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0725, and memo transfers in batch numbers MTAPR0725 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Callos	Job and Family Training Program	22411601-5305	\$ 10,000.00
Delaware Motive	Parts For Service Center	10011106-5228	\$ 10,000.00
Germain Ford	Parts For Service Center	10011106-5228	\$ 7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1204912	MAYS CONSULTING & EVALUATION SVS INC	PROFESSIONAL SERVICES	66611904 - 5301	\$135,000.00	0001

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R1204948	USA BLUEBOOK	TOWABLE GENERATOR	66611903 - 5450	\$10,884.08	0001
R1204948	USA BLUEBOOK	TOWABLE GENERATOR	66611904 - 5450	\$12,120.91	0002
R1204948	USA BLUEBOOK	TOWABLE GENERATOR	66611906 - 5450	\$494.73	0003
R1204948	USA BLUEBOOK	TOWABLE GENERATOR	66611907 - 5450	\$1,236.83	0004
R1204950	MID-OHIO PSYCHOLOGICAL SERVICES INC	PARENT WISELY PROGRAM	22811609 - 5301	\$10,805.00	0001
R1204985	RCR DISBURSEMENT COMPANY	SHERMAN LAKES	66211902 - 5319	\$20,923.00	0001

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

RESOLUTION NO. 12-741

IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICES CORPORATION; THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE OHIO CSEA DIRECTOR'S ASSOCIATION REGARDING THE EMPLOYMENT VERIFICATION SERVICE PROGRAM PERFORMED BY THE TALX CORPORATION:

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

Whereas, the Director of The Child Support Enforcement Agency recommends the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation;

Therefore Be It Resolved, that the Board of Commissioners approve the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation.

**PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICE PROGRAM
OF THE
COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION**

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of July 1, 2012 through June 30, 2013, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and The Delaware County Child Support Enforcement Agency {Please enter your agency name} Ohio, an entity under the auspices of the political subdivision of the State of Ohio("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of employment verification services;

WHEREAS, in May of 2009, the OCDA was advised by ODJFS that TALX would not be considered a sole source vendor by ODJFS for the provision of certain employment and income verification services previously supplied to local county agencies;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in April 2011 that solicited bids for "Employment Verification Services". Notice of the RFP was forwarded to 2 different companies (most companies identified during the last RFP did not provide this service) identified by OCDA as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks, April 25 and May 2, 2011, and was posted on the OCDA website;

WHEREAS, one proposal was timely received from TALX and it was determined that a contract could be properly be entered into with that entity;

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WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, on June 13, 2011, the Universal Membership Agreement was executed by representatives of TALX and on June 20, 2011 by representatives of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services at a statewide price.

WHEREAS, an amendment was entered into by TALX and representatives of CCAOSC and OCDA which, inter alia, provided that the term of the Universal Agreement was a two (2) year period from July 1, 2011 through June 30, 2013.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - the OCDA which will be responsible for all of the administrative activities and Program Administrative Expenses associated with the Universal Membership Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of employment verification services to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of employment verification services, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an associate membership for a family services agency which does not include a child support enforcement agency.

Program - the use of the Universal Membership Agreement for obtaining employment verification services.

Program Administrative Expense(s) - all reasonable administrative costs incurred by the Manager of Universal Membership Agreement. The administrative expenses will be assessed at ten (10) cents per income verification transaction. The annual fee is calculated on the number of transactions for the preceding period of April 1, 2011 through March 31, 2012. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense of ten (10) cents per transaction for any subsequent contracts for employment verification services by March 15, 2013 and on successive years for any subsequent contract period.

Program Term - the period commencing July 1, 2012 and ending on June 30, 2013.

Universal Membership Agreement - that certain contract effective July 1, 2011 between TALX Corporation and CCAOSC for employment verification information services in which the OCDA will be providing administrative support. The Universal Membership Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Universal Membership Agreement is valid through June 30, 2017. Any subsequent contracts will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE UNIVERSAL MEMBERSHIP AGREEMENT

A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the Universal Membership Agreement including the amended Schedule A to that agreement.
2. Participant may, from time to time be requested by CCAOSC, to monitor its employment verification service usage by confirming usage against the estimate provided to CCAOSC.
3. Pursuant to the Universal Membership Agreement, Schedule A. Participant agrees to pay the base rate for the

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year as provided in Attachment 1 attached to this Participation Agreement. This permits unlimited usage of the TALX service for the year - July 1, 2012 to June 30, 2013 and for successive one year periods.

a. Annually, the base rate will be calculated by utilizing the number of transactions for a period of April 1 through March 31 and comparing that number to the total number of transactions for all the users of this service during the same time period. Each agency's percentage would be applied against the annual unlimited rate to determine their annual fee. Participants will be notified of their annual rate for the next year based upon usage and the TALX pricing under Schedule A of the Universal Agreement by May 1 of each year.

b. In addition, Participant agrees to pay a Program Administrative Expense which is currently ten(10) cents for each income verification it obtains which will be based upon the number of transactions identified for each user of the service in Section 2 (A) (3) (a).

4. Participant agrees to make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Universal Membership Agreement, Schedule A. If a Participant desires to pay quarterly or less frequent due to the current nature of the contract for unlimited usage for an annual fee, they should notify the OCDA office of their desired payment plan. Participants must pay no less than monthly. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.

5. Participant agrees to notify the OCDA no later than May 15 or each year if it determines that it: i) does not want to utilize the Universal Membership Agreement in future contract periods; ii) does not want to maintain its membership in CCAO in 2013; iii) does not want to maintain its membership in the OCDA in 2013. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process.

6. If Participant has not been able to complete the signature process for the Participation Agreement by June 30, 2012; Participant agrees to notify OCDA by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at the OCDA office nor notice been provided of the Participant's intention to utilize the services by July 15, 2012, OCDA will notify TALX to inactivate users associated with the Participant until notice is received.

7. Participant agrees to maintain the list of users with access to TALX under the current web based system. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation

1. CCAOSC agrees to be bound by the terms and conditions of the Universal Membership Agreement, including Schedule A.

2. CCAOSC agrees to immediately notify Participant if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement or Schedule A.

3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.

4. CCAOSC agree to give Participant written notice no later than March 15 each year if it determines that it will not continue the current agreement or enter into a new agreement either TALX Corporation for services for periods after June 30, 2016

5. CCAOSC will immediately notify Participant if either TALX or CCAOSC exercise its right to terminate the Universal Membership Agreement under Section 8 of such agreement.

6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Universal Membership Agreement by TALX Corporation and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semiannually.

7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

C. Ohio CSEA Directors' Association

1. OCDA agrees to be bound by the terms and conditions of the Universal Membership Agreement, including amended Schedule A.

2. If Participant has given the OCDA the proper notice, required in Section 2 (A)(5) of its desire to no

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longer utilize the Universal Membership Agreement after 6/30/12 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2012 forward.

3. OCDA will issue billing invoices within ten (10) days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service. OCDA will also send the a usage to each county on a monthly basis.

4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

SECTION 3. AMENDMENTS

This Agreement not may be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

UNIVERSAL AGREEMENT AMENDMENT

Amendment to the Universal Membership Agreement executed on June 20, 2011 between TALX Corporation and the County Commissioners Association of Ohio Service Corporation and the Ohio CSEA Directors' Association. The provision of this amendment shall be effective July 1, 2011, regardless of the execution date.

The parties agree to the following changes:

1. Section 8. TERM AND TERMINATION. The first sentence shall be amended to read "This Agreement shall be for a Bi-ennial term, and shall be automatically renewed for two successive two year terms."
2. Section 21. DEBT CHECK PROVISION. The wording "auditor of state" in line 3 of that section shall be amended to read "Ohio Auditor of State"
3. Section 22. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT. The wording "(42 U.S.C. 7606)" shall be amended to read "(42 U.S.C. 7401)"
4. Schedule A.

Section 1) d) Batch Social Service Product. The following language shall be added. "There will be no additional charge to any county that chooses to batch their requests and utilize the Batch Social Service Product. The current contract provides for unlimited usage. As stated, the County incurs the cost of producing their batch files and accepting the batch files. The County should note that EACH Consumer submission within the batch will count towards their total number of transactions for subsequent pricing for the county."

Pricing: The following language shall be added. "The Universal Agreement is for a two year period renewable for two additional two year periods with the pricing reflected as in the existing chart."

5. All provisions of the Universal Membership Agreement, executed on June 20, 2011, shall be in full force and effect except as changed by the provisions outlined above.

UNIVERSAL MEMBERSHIP AGREEMENT for The Work Number Social Services

This Universal Membership Agreement (the "Agreement") is entered into by and between TALX Corporation, a Missouri Corporation, 11432 Lackland Road, St. Louis, Missouri ("TALX"), and The County Commissioners Association of Ohio Service Corporation, an Ohio for profit corporation, 209 E. State Street. Columbus, Ohio 43215 ("CCAOSC") on behalf of the Ohio County Job & Family Services Agencies, Ohio County Child Support Enforcement Agencies and the Ohio County Children's Services Agencies ("Agency"). The Membership Agreement will be administered for Ohio by the Ohio CSEA Directors' Association, 37 W Broad Street, Suite 840, Columbus, Ohio 43215 ("OCDA")

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RECITALS:

A. TALX operates The Work Number (the "Service"), a service used to verify certain employment-related information about an individual ("Consumers"); and

B. Agency wishes to confirm employment and/or income information of Consumers through the Service.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **TALX OBLIGATIONS.** The Service will provide Agency with automated access to certain employment and/or income data ("Data") furnished to TALX by employers.

3. **PARTICIPATING COUNTIES.** All Agencies utilizing this Agreement will be signing a participation agreement wherein they agree to be bound by the requirements outlined in this Agreement as pertaining to "AGENCY".

4. **AGENCY OBLIGATIONS.**

a. Agency shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.

b. Agency shall pay for the Services as set forth herein. All prices stated in this Agreement are exclusive of, and Agency shall pay, all sales, use, privilege, or excise taxes.

c. Agency certifies that it will order Data from the Service only when Agency intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose except as outlined in Exhibit 1.

Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Federal Trade Commission (the "FTC")'s Notice Form attached as Exhibit 1.

d. Agency certifies that it will comply with applicable provisions under Vermont law related to exhibit 2 Vermont residents. Note, the Vermont statute has an exemption for usage for child support purposes. In particular, Agency certifies that it will order Data relating to Vermont residents only tiller Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received From TALX.

e. Agency may use the Data provided through the Service only as described in this Agreement. Agency may reproduce or store the Data obtained from the Service solely for its own USC in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Agency first obtains TALX's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by TALX, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to TALX whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of TALX to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.

f. Agency represents and warrants it (1) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and iii) is requesting the Data in compliance with all laws.

g. Agency acknowledges it shall employ decision making processes appropriate to the nature of the

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transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

h. Agency represents and warrants it has written authorization from the Consumer to verify income. Notwithstanding the provisions of section 604 [1681b] of this title, a consumer reporting agency may furnish identifying information respecting any consumer, limited to his name, address, former addresses, places of employment, or former places of employment, to a governmental agency. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Agency is using the Service to collect on child support obligations, or to set an initial or modified child support award, Agency is not required to obtain such authorization.

i. Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining TALX's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with TALX.

j. In order to ensure compliance with this Agreement, applicable law and TALX policies, TALX may conduct reviews of Agency activities, including requesting copies of the Consumer's authorization to verify income with respect to requests for Data, and use of Data. Agency shall provide documentation to TALX as reasonably requested by TALX and shall allow access to its premises for purposes of such review by TALX. Agency shall cooperate fully with any and all investigations by TALX of allegations of abuse or misuse of the Services.

k. Additional representations and warranties as may be set forth in each Schedule A.

5. AGENCY USE OF SERVICE.

Data on the Service may be accessed by Agency to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.

6. DATA SECURITY. This Section 6 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, Interactive Voice Response ("IVR"), fax, batch file transfer, private network, or the Internet. If Agency orders or accesses the Service via the Internet, Agency shall fully comply with TALX's connectivity security requirements specific in 6.1) below.

a. For the purposes of this Section 6, the term "Authorized User" means an Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through the same, including Agency's FCRA and other obligations with respect to the access and use of Data. Agency will:

1. ensure that only Authorized Users can order or have access to the Service,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third-party except as permitted by this Agreement,
3. ensure that all devices used by Agency to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off or other commercially reasonable security procedures,
4. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than the Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, usernames, and any passwords Agency may use to those individuals with a need to know, (ii) requiring Agency users to change passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Agency suspects any unauthorized person has learned the password, (iii) using all security features in the software and hardware Agency uses to order or access the Service, and (iv) requiring each individual Agency user to have a unique UserID and password to access the Service,
5. not use personal computer hard drives or portable and/or removable data storage equipment or media (including, but not limited to, laptops, zip drives, tapes, disks, CDs, DVDs, software and code) to store Data unless the Data is stored on such media or device is encrypted using the following minimum standards which standards may be modified from time to time by TALK Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encryption algorithms. In addition, all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by crosscut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. When Data in electronic form is no longer needed, it must be securely and effectively erased or media containing Data must be physically destroyed. In either case, commercially reasonable practices for the type of Data received from TALX must be employed,
6. in no event access the Service via any wireless communication device, including but not limited to, web

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enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, portable data terminals, or other portable devices which do not store data in a manner consistent with the encryption requirements provided in Section 6.a.5,

7. if Agency sends, transfers, or ships any Data, Agency shall encrypt the Data using the following minimum standards which standards may be modified from time to time by TALK Advanced Encryption Standard (AES), minimum 256-bit key or Triple Data Encryption Standard (3DES) minimum 168-bit key, encrypted algorithms,

8. monitor compliance with the obligations of this Section 6, and immediately notify TALX if Agency suspects or knows of any unauthorized access or attempt to access the Service and/or Data obtained from the Service. Such monitoring will include, without limitation, a review of each TALX invoice for the purpose of detecting any unauthorized activity,

9. not ship hardware or media between Agency locations or to third parties without deleting all TALX Agency number(s), usernames, security codes and Agency user passwords or Data unless such information is encrypted as provided herein,

10. if Agency uses a third-party vendor to establish access to the Service, be responsible for third party vendor's use of Agency's member numbers, usernames, security access codes, or passwords, and Agency will ensure that the third party vendor safeguards Agency's security access code(s), usernames and passwords through the USC of security requirements that are no less stringent than those applicable to Agency under this section 6,

11. use commercially reasonable efforts to ensure Data security when disposing of any Data or record obtained from TALX. Such efforts must include any procedures or requirements established by any federal agency that governs Agency's industry.

b. Agency will, with respect to Agency's network security:

1. use commercially reasonable efforts to protect Data when stored on servers, subject to the following requirements: (i) Data must be protected by multiple layers of network security, including, but not limited to, firewalls, routers, intrusion detection devices; (ii) secure access (both physical and network) to systems storing Data, must include authentication and passwords that are changed at least every ninety (90) days; and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

2. use commercially reasonable efforts to protect Agency's connection with dedicated industry-recognized firewalls that are configured and managed to adhere to industry accepted best practices,

3. use commercially reasonable efforts to only hold Data on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) - this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the Data. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding Data, (ii) Single firewall method (acceptable) - when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and that application server holding Data are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Data, or (iii) ensure that all administrative and network access to firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH.

4. use commercially reasonable efforts to route communications from Agency's internal services to external systems through firewalls configured for network address translation (NAT),

5. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by TALX.

c. If TALX reasonably believes that Agency has violated this Section 6, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency, and at TALX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's network security systems, facilities, practices and procedures to the extent TALX reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section

6. Any on-site inspection cannot compromise the confidentiality requirements that Agency must maintain of its records pursuant to federal, state and local laws, rules and regulations.

7. **CONFIDENTIALITY.** Agency is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any materials, documents or information which TALX deems to be

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subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to Agency. If Agency is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Agency will notify TALX of that fact. TALX shall promptly notify Agency, in writing, that either a) Agency is permitted to release these documents, or b) TALX intends to take immediate legal action to prevent its release to a third party. A failure of TALX to respond within five (5) business days shall be deemed permission for Agency to release such documents.

8. **TERM AND TERMINATION.** This Agreement shall be for an annual term, and shall be automatically renewed for successive one year terms. Either TALX or (CCAOSC may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to the other. Unless otherwise provided in the relevant schedule, TALX may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days notice. Use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above, if TALX believes that Agency has breached an obligation under this Agreement. TALX may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to Agency. TALX must send all notices regarding any changes and/or concerns with compliance to the Agreement to OCDA and CCAOSC as well as the Agency in question if the concern is regarding compliance issues.

9. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to TALX.

10. **WARRANTY.** TALX warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to TALX' performance thereof. Agency acknowledges that the ability of TALX to provide accurate information is dependent upon receipt of accurate information from employers. TALX does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, TALX MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF TALX KNOWS OF SUCH PURPOSE.

11. **LIMITATION OF LIABILITY.** In no event shall either party or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by TALX hereunder exceed the sum paid by Agency for the service which causes Agency's claim.

12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

Authorized representatives of both parties shall use commercially reasonable efforts to settle disputes in good faith related to this Agreement within 30 (thirty) days of notice of a dispute by a party. If the parties are unsuccessful in resolving the dispute through the process defined herein, either party may proceed with legal action in a court of competent jurisdiction. Any legal action brought pursuant to the Contract will be filed in the courts located in the Ohio county where the specific agency is located which is involved in the dispute. To the extent the dispute involved agencies in different counties, the legal action shall be brought in Franklin County, Ohio.

13. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. The parties expressly agree that this Agreement shall not be assigned without the prior written approval of the other parties. Such approval shall not be unreasonably withheld. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

14. **COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

Agency acknowledges receipt of Exhibit 1, "Notice to Users, of Consumer Reports Obligations of Users". Furthermore, Agency has read "Notice to Users of Consumer Reports Obligations of users which explains Agency's obligations under the FCRA as to user of Consumer report information (to be initialed by the person signing on behalf of Agency).

15. **AVAILABILITY AND RETENTION OF RECORDS**

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a. TALX agrees that all records, documents, writing or other information, including but not limited to, financial records, and documentation produced by TALX under the Agreement, and all records, documents, writings or other information, including but not limited to financial records of the Agreement are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for invoices submitted to CCAOSC or Agency by TALX, along with copies of all deliverables, if applicable, submitted to CCAOSC or Agency pursuant to the Agreement, will be retained and made available by TALX for inspection and audit upon prior written notice, during normal business hours, and in accordance with TALX's reasonable security policies while on the premises, by CCAOSC or Agency, or other relevant governmental entities including, but not limited to the Agency, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under the Agreement. If an audit, litigation or other action is initiated during the time period of the Agreement, TALX shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

b. TALX agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

c. TALX agrees that each financial transaction shall be fully supported by appropriate documentation. TALX further agrees that such documentation shall be available for examination in accordance with the requirements as set forth in this section 15.

16. **NON-EXCLUSIVE.** The Agreement is a non exclusive contract, and Agency may purchase the same or similar item(s) from other vendors at any time during the term of the Agreement.

17. **CONFLICT OF INTEREST.** The Agreement in no way precludes, prevents, or restricts TALX from obtaining and working under additional contractual arrangement(s) with other parties aside from Agency, assuming that the contractual work in no way impedes TALX's ability to perform the Services required under the Agreement. TALX warrants that at the time of entering into the Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the Services under the Agreement.

TALX further agrees that there is no financial interest involved on the part of any CCAOSC, officers, Agency officers, or employees involved in the development of the specifications or the negotiation of the Agreement. TALX has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a CCAOSC or an Agency employee will gain financially or receive personal favors as a result of the signing or implementation of the Agreement. TALX will report the discovery of any potential conflict of interest to the CCAOSC. CCAOSC may exercise any right under the Agreement including termination of the Agreement.

TALX further agrees to comply with applicable Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By executing this Agreement TALX certifies that it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01 S pertaining to ethics. TALX further agrees that it will not engage in any action(s) inconsistent with applicable Ohio ethics laws or the aforementioned Executive Order and TALX represents that TALX has adopted and enforces workplace policies ("TALX's Workplace Policies") for its employees and that TALX's employees are required to abide by such TALX Workplace Policies while performing Services under this Agreement.

18. **AVAILABILITY OF FUNDS.** The Agreement is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Agreement. ii' funds are not allocated and available for the continuance of the function performed by TALX hereunder, the products or Services directly involved in the performance of that function might be terminated by CCAOSC at the end of the period for which funds are available. CCAOSC will notify TALX at the earliest possible time of any products or Services that will or may be affected by a shortage of funds.

Provided CCAOSC or Agency has notified TALX as specified hereunder, no penalty shall accrue to CCAOSC or Agency in the event this provision is exercised, and CCAOSC or Agency shall not be obligated or liable for any future payments due or for any damages as a result of terminal ion under this section.

19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

a. In carrying out the Agreement, TALX and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. TALX agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. TALX will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training

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(including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

b. TALX agrees to post notices affirming compliance with all applicable federal and state nondiscrimination laws in conspicuous places accessible to all employees and applicants for employment. TALX will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of TALX.

20. **NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES.** TALX agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. TALX further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Agency consumer in its performance of the Agreement on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

21. **DEBT CHECK PROVISION.** Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into the Agreement, TALX warrants that a finding for recovery has not been issued to TALX by the auditor of state. TALX further warrants that TALX shall notify Agency as soon as commercially reasonable should a finding for recovery occur during the Agreement term.

22. **CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT.** TALX agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. TALX understands that all violations shall be reported to the Federal awarding agency and the Regional Office of the environmental Protection Agency (EPA).

23. **ENERGY POLICY AND CONSERVATION ACT.** TALX, agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)."

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

**UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number Social Services
Exhibit I**

All users ("user" or "Consumer") subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO USERS OF CONSUMER REPORTS:

OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)

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- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
 - For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
 - For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
 - When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
 - To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
 - To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
 - For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
 - For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)
- In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603.-Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, IF it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- . A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when

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the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- . Make a clear and conspicuous written disclosure to the consumer before the report is obtained in a document that consists solely of the disclosure, that a consumer report may be obtained,
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- . Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken. An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking Agency by contacting the Agency.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency.

Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of 'suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

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VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(c), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
 - The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
 - Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
 - The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(0), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

Exhibit 2 To Universal Membership Agreement Is Not Applicable To This Contract

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

RESOLUTION NO. 12-742

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends hiring Leslie Williams as a Case Manager with the CSEA Department; effective July 30, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Leslie Williams as a Case Manager with the CSEA Department; effective July 30, 2012.

The Director of The Child Support Enforcement Agency recommends hiring Leslie Owens as a Case Manager with the CSEA Department; effective July 30, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Leslie Owens as a Case Manager with the CSEA Department; effective July 30, 2012.

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

RESOLUTION NO. 12-743

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ASSISTANT DIRECTOR OF DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Whereas, the Director of Administrative Services recommends approving the job description for the Assistant Director of Department of Job and Family Services;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Assistant Director of Department of Job and Family Services.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Assistant Director of Department of Job and Family Services

JOB OBJECTIVES: Individual is responsible for performing administrative duties, developing and implementing agency and state policy, rules and regulations and agency programs. Individual is responsible for providing direct and indirect supervision over agency personnel and activities and determining work policy and standards of performance. Individual acts as the Director in his/her absence. Individual reports to Director of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- Oversees activities for divisions assigned to include personnel, program compliance, general administration, planning, supervision, budgeting and implementation of all programs and policies
- Directs such fiscal concerns as monitoring budget and allocations, assisting in the planning and preparation of annual budgets, fee collections and managing financial contracts with other organizations and providers;
- Individual manages all facets of the assigned departments, program delivery, fiscal, personnel, and operational functions, evaluates program effectiveness and makes necessary changes to ensure quality and reliability of services;
- Individual must consistently demonstrate the ability to apply progressive management principles; plan and implement department goals and objectives based on State and Federal guidelines; to accurately project requirements and control expenditures within budgeting guidelines; to define and solve problems; to collect data, establish facts, and draw valid conclusions using practical judgment and analytical skills; to communicate effectively, both orally and in writing; to work independently, under pressure, to achieve goals; to create a supportive work environment that encourages self-motivation; to instruct and counsel staff and clients; to organize and maintain information and documentation; and to effectively plan independently and in collaboration with other staff units and outside agencies;
- Collaborates extensively with other community agencies and assumes a leadership position in those collaborations to ensure necessary support and effective delivery of the division's programs and to meet the social service needs of county residents;
- Establishes and maintains a presence and role within regional and state human services organizations and ODJFS affiliates as required or when such presence and role is necessary or indicated to further the interests of the division, the County, and county residents;
- Composes correspondence, completes forms and develops reports associated with job and family services programs;
- Receives and responds to client complaints and public inquiries regarding programs and provides community consultation and education when available/directed;
- Conducts and attends meetings and seminars and disseminates information;
- Initiates memberships in relevant professional organizations to enhance the Agency's access to information, training opportunities and to remain current on new developments in human/social service;
- Acts as director in director's absence;

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- Participates and assists with a variety of special projects as requested; and
- Other duties as assigned by the Director of Job and Family Services.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, telephone, calculator, FAX machine, , and other equipment necessary to perform duties.

Critical Skills/Expertise:

- Ability to apply management principles and supervisory skills to work situations, to direct, motivate and manage subordinate personnel, to plan and implement department goals and objectives, to develop and implement programs and projects, to delegate duties and to develop collaborative relationships;
- Ability to communicate effectively, both orally and written;
- Effective public speaking skills;
- Ability to deal with many variables, define and solve problems, collect, analyze and interpret data, establish facts and determine specific action, evaluate and improve process and/or program efficiency / effectiveness;
- Ability to forecast requirements and control expenditures within budgeting guidelines;
- Ability to organize and maintain large volumes of information and paperwork;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Knowledge and ability to interpret a wide variety of technical journals and information and to write technical reports and procedures;
- Knowledge and ability to resolve complaints from citizens and address public inquiries;
- Knowledge of and ability to apply program policies and procedures to assist staff in their job performance;
- Knowledge of computers, software and related equipment;
- Knowledge of enforcement and protection techniques, Ohio Revised Code, Ohio Administrative Code, Administrative Procedure Manual, and legal remedies;
- Knowledge of general accounting and bookkeeping fundamentals and procedures;
- Knowledge of government structure, operations, functions, practices and procedures;
- Knowledge of legal processes;
- Knowledge of office management, labor relations, public relations, and records maintenance;
- Knowledge of principles of human service and social work procedures; and
- Knowledge of strategic and long term planning, program planning and development, financial/budgetary planning/management and personnel management.

Job Standards: Bachelor's degree in a related field and preferably a postgraduate degree. Minimum of five (5) years related work experience demonstrating increasing responsibilities in supervision, fiscal planning and control and social service issues. Individual must demonstrate and maintain proficiency in human/social services guidelines and applicable laws. Must have a valid Ohio driver's license and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. The Individual is required to provide technical assistance to staff personnel on programs, policies and the interrelationship of programs in complex situations.

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Functions are broad in scope and generally require the resolution of involved or controversial problems and decision-making within a number of major program responsibilities. The Individual is required to be continually aware of changes in laws, regulations and statutes relative to human/social services.

III. RESPONSIBILITY

Individual supervises subordinates, assigning projects, checking on progress of work and evaluating results. Supervisor provides general guidance allowing the Individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most short - term activities, such as establishing/changing priorities, revising Agency procedures, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor’s input when needed. The highest level decisions made by the Individual are those that determine program eligibility and the method(s) for the delivery of services to families. Decisions and activities of this position have a direct and significant impact on a major segment of the economy, the public and/or the delivery of human/social services in Delaware County.

Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, and may cause overpayment or underpayment in benefits issued and may ultimately result in fiscal sanction against the agency and/or County General Fund.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, job development/referrals and handle questions about Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical Requirements:** The physical requirements of the position are identified as sedentary work, which may require lifting up to twenty-five (25) pounds occasionally.
- Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, and walking.
- Visual Activity:** The minimum visual activity of the seeing job is close to the eyes.
- Job Location:** The minimum work conditions for the position indicate that the Individual is not exposed to adverse environmental conditions.

Further Be it Resolved, The Director of Job and Family Services recommend the reclassification of Sue Ware to fill the Assistant Director Of Job And Family Services position effective July 30, 2012;

Therefore, Be It Resolved, that the Board of Commissioners approve the reclassification of Sue Ware to fill the Assistant Director of job and family services position; effective July 30, 2012.

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

RESOLUTION NO. 12-744

IN THE MATTER OF APPROVING A PAY SCALE UPDATE FOR THE INCOME MAINTENANCE SUPERVISOR FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Whereas, the Director of Administrative Services recommends approving the Pay Scale Update For The Income Maintenance Supervisor For The Job And Family Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the Pay Scale Update For The Income Maintenance Supervisor For The Job And Family Services Department.

**Income Maintenance Supervisor –
Pay scale update**

Effective 7/23/12 Jul-12

Grades "G" and "F" not used

Income Maintenance Supervisor

Based on PAT 4 scale

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Level 1 (15%)

	Grade G	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A
	\$ 15.85	\$ 16.64	\$ 17.48	\$ 18.35	\$ 19.27	\$ 20.23	\$ 21.24
Hourly	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.10	\$ 22.16	\$ 23.26	\$ 24.43
Bi-weekly	\$ 1,458.20	\$ 1,530.88	\$ 1,608.16	\$ 1,688.20	\$ 1,772.84	\$ 1,861.16	\$ 1,954.08
Annually	\$ 37,913.20	\$ 39,802.88	\$ 41,812.16	\$ 43,893.20	\$ 46,093.84	\$ 48,390.16	\$ 50,806.08

Further Be it Resolved, The Director of Job and Family Services recommends that Sue Sours be promoted to the Income Maintenance Supervisor; effective July 30, 2012;

Therefore, Be It Resolved, that the Board of Commissioners approve the promotion of Sue Sours to the Income Maintenance Supervisor; effective July 30, 2012.

Further Be it Resolved, The Director of Job and Family Services recommend the reclassification of Deb Breedlove, a current IM Supervisor, onto the new pay scale; effective July 30, 2012.

Therefore, Be It Resolved, that the Board of Commissioners approve the reclassification of Deb Breedlove, a current IM Supervisor, onto the new pay scale; effective July 30, 2012.

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

RESOLUTION NO. 12-745

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE INCOME MAINTENANCE CASE CONTROL REVIEWER –TEAM LEAD FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Whereas, the Director of Administrative Services recommends approving the job description for the Income Maintenance Case Control Reviewer –Team Lead for the Job and Family Services Department; Therefore Be it Resolved, the Board of Commissioners approve the job description for the Income Maintenance Case Control Reviewer –Team Lead for the Job and Family Services Department.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Income Maintenance Case Control Reviewer – Team Lead

JOB OBJECTIVES: Individual is responsible for conducting in-house reviews of public assistance cases to detect, correct and reduce errors. This position is responsible for developing in-house policies and procedures for quality and assurance that can be applied to public assistance cases. Individual reports to the Income Maintenance Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Analyzes information in case records for accuracy and completeness;
- * Determines, using Food Stamp and Public Assistance regulations to include Ohio Work First regulations, eligibility for public assistance programs, i.e., Temporary Assistance to Needy Families, Food Stamps, Medicaid, Prevention Retention Contingency, and Disability Assistance, based upon information provided by applicants.
- * Re-determines eligibility for Public Assistance at specified intervals plus as frequently as reports of changes are received from clients and/or other sources.
- * Compares income/household information from other sources (data matches) with information in case record. Checks to ensure all required information is correct and has been reported to caseworker. Ensures all information has been processed in accordance with State, Federal and County policy. Summarizes reviews in case record;
- * Consults and works in conjunction with eligibility worker and Employment Counselors on development of corrective action plans to resolve errors and monitors corrective action plan;
- * Maintains records and monthly, quarterly and annual statistical reports;

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- * Interprets and implements Federal and State policies, as well as develops in-house policies and procedures in collaboration with supervisor;
- * Supports Income Maintenance and other programs by working with local agencies to include attending meetings, conferences, workshops and training sessions;
- * Provides supervisors, Income Maintenance Workers and Employment Counselors with feedback concerning case errors and follows-up to ensure errors have been corrected;
- * Creates and facilitates staff training on policies, procedures and corrective actions;
- * Devises correspondence, completes forms and develops reports associated with the public assistance operation;
- * Performs inquiry using computer system for intake, re-applications, changes and other similar administrative requirements; and
- * Other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- * Thorough knowledge of and ability to apply rules, regulations, and guidelines associated with Federal, State and Income Maintenance and Workforce Development programs. Includes, but is not limited to Public Assistance Manual, Ohio Revised Code, Food Stamp Manual, Food Stamp Certification Handbook, Social Security, Worker's Compensation and CRISE Users Manual;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- * Thorough knowledge of interpersonal skills, public relations, interviewing, personal income budgeting, and employee training and development;
- * Thorough knowledge of and ability to apply CRISE computer system and its software to complete jobs and aid staff in using the system;
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and written;
- * Ability to work independently, under pressure, and to set and achieve goals; and
- * Ability to organize and maintain large volumes of information and paperwork.

Job Standards: Associates degree in Human or Social Services, Education or Sociology, plus one year of related work experience determining eligibility for Public Assistance programs; or a high school diploma or GED combined with a minimum of two years of related work experience determining eligibility for Public Assistance programs. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individuals are required to provide technical assistance to staff personnel on programs, policies and the interrelationship of programs under extremely complex and difficult situations. The position requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

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Supervisor provides general guidance allowing the Individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, and may cause overpayment or underpayment in benefits issued and may ultimately result in fiscal sanction against the agency.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations, and the public. The purpose of these contacts is to guide and direct, gather information, coordinate services and handle questions about Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum work conditions of the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 12-746

**IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE SOCIAL SERVICES
WORKER I ELIGIBILITY DETERMINER FOR THE JOB AND FAMILY SERVICES
DEPARTMENT:**

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

Whereas, the Director of Administrative Services recommends approving the job description for Social Services Worker I Eligibility Determiner for the Job and Family Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Social Services Worker I Eligibility Determiner for the Job and Family Services Department.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Social Services Worker I -- Eligibility Determiner

JOB OBJECTIVES: Individual determines eligibility for various programs that provide funding of services received. Individual reports to the Social Services Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Determines initial eligibility of various programs;
- * Re-determines eligibility for the various programs at specified intervals and/or when changes are reported;
- * Creates and maintains case records that contain applications, reapplications, and supporting documentation;
- * Enters data into various computer systems to enable payment processing;
- * Creates summary reports;
- * Prepares for and testifies at state hearings to represent agency; and
- * Any other duties as assigned by the supervisor.

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NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to use a variety of office equipment such as telephone, computer, printer, copier, and calculator.

Critical Skills/Expertise:

- * Ability to interview and illicit necessary information;
- * Knowledge of and ability to read, comprehend, and apply complex materials, including Public Assistance Manual, Children Services Manual, Childcare Manual and the Ohio Administrative Code;
- * Knowledge of and the ability to follow applicable Federal, State and department policies, procedures, guidelines and methods;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to analyze information;
- * Ability to understand and apply basic math skills;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally, or mentally, or otherwise unable to function within a reasonable range of constructive behaviors;
- * Ability to work independently, under pressure, and to set and achieve goals;
- * Ability to define and solve problems, collect data, establish facts and draw valid conclusions using judgment and analytical skills;
- * Extensive knowledge of and ability to apply program policies and procedures;
- * Ability to apply applicable computer systems including but not limited to (CRISE) to complete jobs;
- * Ability to organize and maintain large volumes of paperwork and case files; and
- * Ability to operate a computer and various software applications.

Job Standards:

Associate's degree in Human Services, Social Services, Sociology or related field or a high school diploma or GED combined with a minimum of two (2) years related work experience. Must possess a valid Ohio Driver's License and an acceptable driving record. Must meet and maintain all required licenses and certifications as a continued condition of employment.

II. DIFFICULTY OF WORK

Work involves complex, varied, relatively standardized and non-standardized tasks, processes and operations requiring the application of numerous laws, rules, regulations and procedures, some of which require the exercise of sound discretion.

III. RESPONSIBILITY

Supervisor randomly reviews work, to ensure correct application of regulations, accuracy, thoroughness, and adherence to time lines. Detailed or technical instructions are provided as needed. Individual makes critical decisions such as determining eligibility for childcare. Errors in work are not necessarily detected and could result in additional work to correct, possible audit exceptions for the agency, denial or delay in benefits to clients, and loss of revenues to the agency.

IV. PERSONAL WORK RELATIONSHIPS

Individual has contact with co-workers, employees in department, public and private sector agencies, and the public. The purpose of these contacts is to update case status, policy or regulation clarifications, client referrals, and obtain information necessary to the determination of eligibility.

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V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: The physical requirements of the position are identified as sedentary work requiring the lifting of twenty-five (25) pounds occasionally.

Physical Activity: Individual performs the following physical activities: climbing, stooping, reaching, standing, walking, lifting, manual dexterity, grasping, talking and hearing.

Visual Activity: The minimum visual activity requires work at or within arm's reach.

Job Location: Typically, Individual works inside with protection from weather conditions. Employee is exposed to physical hazards such as communicable diseases. Occasionally, Individual works in client homes and is exposed to outside weather conditions, unsanitary environments, including exposure to vermin.

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

RESOLUTION NO. 12-747

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CONTRACT / SERVICE NEGOTIATOR/ EVALUATOR OF WORKFORCE DEVELOPMENT FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Whereas, the Director of Administrative Services recommends approving the job description for Contract / Service Negotiator/ Evaluator of Workforce Development for the Job and Family Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Contract / Service Negotiator/ Evaluator of Workforce Development for the Job and Family Services Department.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Contract / Service Negotiator/ Evaluator of Workforce Development

JOB OBJECTIVES: Individual develops contracts for education and training programs, and arranges work experience sites for public assistance individuals seeking employment. Individual assists and represents the Workforce Development (WFD) Supervisor in the Workforce Development Program/ The One Stop System. Individual reports to the Fiscal Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Writes, develops and evaluates new and existing contracts through research and analysis in accordance with state and federal regulations and procedures;
- * Negotiates content, unit rate and funding level for WFD contracts and advises management (and staff, when necessary) of contract development and adjustments to existing contracts to ensure coordination and continuous quality improvement;
- * Obtains legal opinions from local prosecutor's office and acts upon the recommendations;
- * Ensures coordination of WFD budget expenditures, program services, and contract performance through program and fiscal monitoring, including developing program performance reports, tracking invoices, and payments, in cooperation with the fiscal department.
- * Assists the WFD Supervisor in projecting and recommending annual budget;
- * Responsible for planning and recommending purchases, such as equipment, office equipment and supplies, service contracts;
- * Ensures adherence to county, state and federal requirements;
- * Provides technical assistance to staff in interpreting workforce policy and applying knowledge of the computer systems (CRISE;SCOTI)
- * Supports WFD and other programs by working with local agencies to include recommending and monitoring contracts, attending meetings, conferences, workshops, training sessions and performing a variety of public

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relations duties; participating in Chamber of Commerce activities; meeting with area businesses to foster working relationships

- * Assists in overseeing and insuring the efficient operation of the WFD program;
- * Assists the WFD supervisor in monitoring program performance measures, recommending and assisting in the implementation of WFD policies / procedures, provide technical assistance to WFD staff, interviewing Work Experience Participants and resolving problems;
- * Devises correspondence, completing forms and developing reports associated WFD contracts and programs;
- * Handles client complaints and public inquiries regarding programs; and
- * Completes monthly reports.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- * Thorough knowledge of and the ability to apply rules, regulations and guidelines associated with WFD program. Includes, but is not limited to WFD procedure manual, Ohio Revised Code, Food Stamp Manual and CRISE Users Manual and JFS policies and procedures; SCOTI computer system;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- * Thorough knowledge of applicable computer software packages including Windows XP, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, FileMaker Pro, CRIS-E, SCOTI, and BIC report;
- * Thorough knowledge of and ability to apply (CRISE, SCOTI) computer systems and its software to complete jobs and aid staff in using the system;
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and in writing;
- * Thorough knowledge of basic human resources procedures and related federal, state and county laws and regulations;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- * Ability to motivate and counsel clients;
- * Ability to organize and maintain large volumes of information and paperwork;
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies; and
- * Ability to work independently, under pressure, and to set and achieve goals;

Job Standards: Bachelors degree in Human Resources, Business Administration, or Social Services plus one to three years related work experience or an Associates degree in Human Resources, Business Administration, or Social Services plus three to five years of related work experience. Must possess a valid Ohio Driver's License and acceptable driving record.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individuals provide technical assistance to One Stop System staff on programs, policies and the interrelationship of programs under extremely complex and difficult situations. The

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position requires the individual to be continually aware of changes occurring which must be learned and passed on to staff.

III. RESPONSIBILITY

Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent in handling daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, and may cause overpayment or underpayment in benefits issued and may ultimately result in fiscal sanction against the agency.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, job development/referrals and handle questions about WFD Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum work conditions for the position indicates that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 12-748

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR DOMESTIC VIOLENCE FUNDS AND THE SHERIFF'S OFFICE LEAP FORWARD GRANT:

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

Supplemental Appropriation		
24911311-5301	Domestic Violence /Professional Services	2,000.00
Transfer of Appropriation		
From	To	
28631335-5450	28631335-5328	
Leap Forward 2011/Mach & Equip	Leap Forward 2011/Maint & Repair	700.00
28631335-5450	28631335-5228	
Leap Forward 2011/Mach & Equip	Leap Forward 2011/Vehicle Maintenance	2,639.95

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-Attended The 911 Board Meeting On Tuesday; Review Of Searching For New Director
-Central Ohio Youth Center Is Working On Having A Full Board Meeting

Commissioner Thompson
-On Friday Will Attend Community Action Organization Meeting
-The Strand Theater; Digital Projector Is Being Delivered

Commissioner Stapleton
-No Additional Comments

RESOLUTION NO. 12-749

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF

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**APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR
IMMINENT LITIGATION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 12-750

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 11:20AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners