

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 13, 2014

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

Present:  
Gary Merrell, President  
Dennis Stapleton, Vice President  
Ken O'Brien, Commissioner

RESOLUTION NO. 14-278

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 10, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 10, 2014; 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. Merrell              Aye              Mr. Stapleton              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-279

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MARCH 10, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on March 10, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that work session 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 work session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-280

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0312, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0312:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0312, memo transfers in batch numbers MTAPR0312 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICE				
R1402869	HDR ENGINEERING INC	REPLACEMENT AND CHLORINE CONTACT TANK	66611906 - 5301	\$46,530.00
RECORDS CENTER				
R1402967	PRO IMAGE CONSULTANT	PROSTAR SYSTEM AT RECORDS CENTER	10011103-5325	\$5,611.00

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

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RESOLUTION NO. 14-281

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF  
FEBRUARY 2014:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the Treasurer’s Report for the month of February 2014.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion                    Mr. Merrell            Aye            Mr. O’Brien            Aye            Mr. Stapleton            Aye

RESOLUTION NO. 14-282

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S  
OFFICE TRANSPORT REPORT FOR THE MONTH OF FEBRUARY 2014:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense report to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted monthly report for February 2014;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of February 2014.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion                    Mr. Stapleton            Aye            Mr. O’Brien            Aye            Mr. Merrell            Aye

RESOLUTION NO. 14-283

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

The Juvenile Department is requesting that Magistrate Kaiser attend the 2014 Spring OAM Conference in Painesville, OH from April 30-May 2, 2014 at the cost of \$677.58 (fund number 27826325).

The Executive Director of Veteran’s Services is requesting that Scott Leonard attend a NACUSO Annual Training Conference in Grand Rapids, MI from June 8-13, 2014 at the cost of \$1860.70 (fund number 10062601).

The Executive Director of Veteran’s Services is requesting that Wayne Kissel attend a NACUSO Annual Training Conference in Grand Rapids, MI from June 8-13, 2014 at the cost of \$2041.86 (fund number 10062601).

Vote on Motion                    Mr. O’Brien            Aye            Mr. Merrell            Aye            Mr. Stapleton            Aye

RESOLUTION NO. 14-284

IN THE MATTER OF APPROVING LEASES FOR SECURE STORAGE FACILITIES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff recommends approval of leases for such facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves such leases for secure storage facilities for terms commencing January 1, 2014 and ending January 1, 2015, for the total cost of \$27,600.

Vote on Motion                    Mr. Merrell            Aye            Mr. Stapleton            Aye            Mr. O’Brien            Aye

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RESOLUTION NO. 14-285

IN THE MATTER OF SETTING THE DATE AND TIME FOR PUBLIC HEARING #1 FOR 2014  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING:

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board") is a designated subrecipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require two public hearings to allow public input regarding the use of CDBG funding; and

WHEREAS, the first public hearing is conducted at the initial stage of application preparation and is intended to provide information and seek input regarding the funds available and the general scope of eligible projects;

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

Section 1. The Board hereby sets Monday, April 14, 2014, at 10:00 AM, during the regularly scheduled Board of Commissioners meeting held at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for public hearing #1 for 2014 CDBG funding.

Section 2. The Clerk of the Board is hereby directed to cause public notice to be published in the Delaware Gazette on Monday, March 31, 2014, and again on Monday, April 7, 2014, notifying the public of the hearing.

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

**\*PROPOSED RESOLUTION NO. 14-286 IS LISTED AFTER ADJOURNING FROM EXECUTIVE SESSION (RESOLUTION NO. 14-291)**

**\*COMMISSIONER O'BRIEN'S MOTION TO TABLE PROPOSED RESOLUTION NO. 14-286 TO MARCH 17, 2014, DIED FOR LACK OF A SECOND.**

RESOLUTION NO. 14-287

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

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

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

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

**Court Of Common Pleas Juvenile Division**

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

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

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

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

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contractors.

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2014 through 12/31/2014, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

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

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

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

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$78.63 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.
- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$235,897.04
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$ 80,204.99	Local Sources
FFP Reimbursement	\$155,692.05	
Total IV-D Contract Cost	\$235,897.04	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days  
Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

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- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

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

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

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

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

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be liable for any further claims.

Required Individual Contract Performance Standards  
(See JFS Form 07018 Section 6)

1. The CSEA shall provide the Juvenile Court with complete and accurate information, verifications, and agency findings. The CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. The CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Court will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Court with information to determine IV-D status and if the case is CSEA initiated or non-CSEA initiated. The CSEA will provide the Court with pertinent information in the CSEA's possession for the Court to properly rule on the case;
2. The Juvenile Court should strive to complete 90% of all actions to establish parentage and/or establish, enforce, or modify a support order within three (3) months of initial filing, 98% within six (6) months of the initial filing, and 100% within twelve months of the initial filing. The Court will address medical support in conjunction with the establishment, adjustment or enforcement of child support orders. The Court shall provide the CSEA with copies of any decisions or entries affecting child support in a timely manner. The Court will provide the CSEA with interpretations of all decisions and entries affecting child support and related matters as needed. The Court will insure that a IV-D application exists on all support cases and understands that a case is not IV-D, does not qualify for Federal Financial Participation (FFP) reimbursement, and cannot be billed under this contract unless a IV-D application has been submitted to the CSEA;
3. Pursuant to OAC 5101:12-10-45.3 (A)(4)(d), the court maintains a multi-purpose, mixed docket which includes IV-D CSEA initiated, IV-D non-CSEA initiated and non - IV-D activities. This contract permits billing of IV-D CSEA initiated and IV-D non-CSEA initiated cases (see item 23) and the unit of service is defined as an actual hour. Pursuant to the terms of this contract, all time spent on non-IV-D activities must be excluded from the billing process;
4. The Juvenile Court shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Magistrate must substantiate their IV-D activities through the use of time sheets, expressed in an actual time. All time sheets must contain all fields as represented on the attached sample form. Each Magistrate must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Court to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred;
5. The Juvenile Court shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and/or any other program issues;
6. The Juvenile Court shall complete service of court orders, income and property attachments, summons and other orders as required by law;
7. The Juvenile Court will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12-10-45.6 (B) during the third quarter of this annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded; and
8. The Juvenile Court will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

**Court Of Common Pleas**

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

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

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title

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IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2014 through 12/31/2014, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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

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

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

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

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$125.71 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.
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4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$50,284.76

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

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

	Amount	Source
Non-Federal Share	\$17,096.82	Local Sources
FFP Reimbursement	\$33,187.94	
Total IV-D Contract Cost	\$50,284.76	

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

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

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



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P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
 

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

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the

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Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).

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

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

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

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

Required Individual Contract Performance Standards (OAC 5101:12-10-45.2 (E))  
(See JFS Form 07018 Section 6)

1. The CSEA shall provide the Court of Common Pleas with complete and accurate information, verifications, and agency findings. The CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. The CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Court will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Court with information to determine IV-D status and if the case is CSEA initiated or non-CSEA initiated. The CSEA will provide the Court with pertinent information in the CSEA's possession for the Court to properly rule on the case.
2. The Court of Common Pleas shall complete 90% of all actions to establish parentage and/or establish, enforce, or modify a support order within three (3) months of initial filing, 98% within six (6) months of the initial filing, and 100% within twelve months of the initial filing. The Court of Common Pleas will address medical support in conjunction with the establishment, adjustment or enforcement of child support orders. The Court of Common Pleas shall provide the CSEA with copies of any decisions or entries affecting child support in a timely manner. The Court will provide the CSEA with interpretations of all decisions and entries affecting child support and related matters as needed. The Court will insure that a IV-D application exists on all support cases and understands that a case is not IV-D, does not qualify for Federal Financial Participation (FFP) reimbursement, and cannot be billed under this contract unless a IV-D application has been submitted to the CSEA.
3. Pursuant to OAC 5101:12-1-80(E), the court maintains a multi-purpose, mixed docket which includes IV-D CSEA initiated, IV-D non-CSEA initiated and non - IV-D activities. This contract permits billing of IV-D CSEA initiated and IV-D non-CSEA initiated cases (see item 23) and the unit of service is defined as an actual hour. Pursuant to the terms of this contract, all time spent on non-IV-D activities must be excluded from the billing process.
4. The Court of Common Pleas shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Magistrate must substantiate their IV-D activities through the use of time sheets, expressed in an actual hour increment. All time sheets must contain all fields as represented on the attached sample form. Each Magistrate must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Court to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred.
5. The Court of Common Pleas shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and any other program issues.
6. The Court of Common Pleas shall complete service of court orders, income and property attachments, summons and other orders as required by law.
7. The Court of Common Pleas will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12-10-45.6 (B) during the third quarter of this annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded;
8. The Court of Common Pleas will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds;
9. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

**The Sheriff's Office**

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

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

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

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

IV-D Contract Terms:

- 1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2014 through 12/31/2014, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

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

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

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

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$59.69 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$124,146.98

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

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

	Amount	Source
Non-Federal Share	\$42,209.97	Local Sources
FFP Reimbursement	\$81,937.01	
Total IV-D Contract Cost	\$124,146.98	

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

- 6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate

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**document with a label** at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
 

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

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against

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reasonable, foreseeable torts that could cause injury or death.

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

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

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

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

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

Required Individual Contract Performance Standards  
(See JFS Form 07018 (Revised 12.2005) Section 9 (B))  
(OAC 5101:12-10-45.2 (E))

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are stated as follows:

9. The Sheriff's Department will provide service of process as needed for local courts to the parties of legal actions initiated by the CSEA in IV-D cases within 12 days of receipt unless location services are required. The Sheriff's Department shall provide documentation of service to the CSEA and court within 3 business days of completion of service.
10. The Sheriff's Department will attempt to locate parties to IV-D cases within 5 business days of receipt of request from the CSEA, and periodically thereafter, pursuant to section 9(A)(1) above.
11. The Sheriff's Department will complete investigations for criminal non-support cases and employment of obligor's. Timeframes will be determined on a case-by-case basis through communication between contractor and CSEA.
12. The Sheriff's Department will provide security services at the CSEA as needed.
13. The Sheriff's Department shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Deputy must substantiate their IV-D activities through the use of time sheets, expressed in an actual hour or an actual fraction of an hour increment. All time sheets must contain all fields as represented on the attached sample form. Each Deputy must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Sheriff's Department to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred;
14. The Sheriff's Department shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and/or any other program issues;
15. The Sheriff's Department will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12-10-45.6 (B) during the third quarter of this annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded; and
16. The Sheriff's Department will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

**Prosecutor's Office**

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

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2014 through 12/31/2014, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under ORCode Section 2912.21.

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

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

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

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$61.06 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$51,900.14

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

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

	Amount	Source
Non-Federal Share	\$17,646.05	Local Sources
FFP Reimbursement	\$34,254.09	
Total IV-D Contract Cost	\$51,900.14	

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

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

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



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Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of \*the month in which services were provided.
 

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

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

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

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

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

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

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

Required Individual Contract Performance Standards  
(See JFS Form 07018 Section 6)

1. The Prosecutor's Office will take all action to prosecute criminal non-support actions under ORC 2919.21 and to revoke probation in cases where there have been criminal non-support convictions and it is appropriate to do so. Cases should be referred to grand jury within sixty (60) days of submission to the Prosecutor's Office from the CSEA. In situations where submission is not possible, the Prosecutor's Office shall contact the CSEA to resolve any issues with the case or return the case to the CSEA for further research or alternative enforcement remedies;
2. The CSEA shall provide the Prosecutor's Office complete and accurate information, verifications, and agency findings. The CSEA shall provide the Prosecutor's Office all information available regarding the location of the parties associated with a referred IV-D case. The CSEA shall assist the Prosecutor's Office in the development of the case packet, which includes but may not be limited to: cover letters; case chronological histories; payment history records, client interviews; payment status calendars; pertinent case notes, including any known defenses for non-payment and, copies of all pertinent court records regarding the case. The CSEA shall make recommendations necessary for the Prosecutor to deliver those services required by this contract. The CSEA shall keep the Prosecutor's Office informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Prosecutor's Office will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Prosecutor's Office with information necessary to determine IV-D status. The CSEA shall provide the Prosecutor's Office with pertinent information in the CSEA's possession for the Prosecutor's Office to effectively prosecute the case;
3. Provider shall perform all duties of filing, tracking, and reporting all IV-D cases as specified by State and Federal regulations;
4. The Provider shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and any other program issues;
5. Provider shall provide the CSEA with all information regarding all action being taken on a case, outcomes of all court appearances, plea negotiations and agreements, address updates, arrest and warrant information, notice of all hearings associated with the IV-D cases and provide the CSEA with copies of all motions, notices, entries or other filings associated with the IV-D cases in order that the CSEA is kept current on the status of all IV-D cases being prosecuted by the Prosecutor's Office. In addition, the Prosecutor will consider the CSEA's case management history and CSEA input in deciding how to prosecute or dispose of a case;
6. Upon referral of a IV-D case to the Prosecutor's Office for consideration of charges of criminal non-support, any questions received from the custodial parent or the absent parent regarding the prosecution of their case should be referred to the Assistant Prosecutor handling that case or their designee;

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7. Provider shall bill at 100% of the cost. The CSEA shall reimburse the Prosecutor 66% of the unit cost for all IV-D disposed cases; the remaining 34% share shall come from county GRF.;
8. The CSEA shall allow the Prosecutor's Office full inspection of IV-D case files and if such files are removed from the Agency, the file shall be signed out and returned no later than five (5) days from such sign out date. The Prosecutor's Office shall conform to the same laws, procedures and policies, as does the CSEA, in regards to the confidentiality of information contained in the files;
9. The Prosecutor's Office and the CSEA will cooperate to reconcile the contract on a quarterly basis, but in no event shall it be reconciled less than on a bi-annual basis. Upon the conclusion of the reconciliation, execution of an amendment will be considered by mutual agreement;
10. The Prosecutor's Office shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each prosecutor or assistant prosecutor must substantiate their IV-D activities through the use of time sheets, expressed in actual time, hour or actual fraction of hour increments. All time sheets must contain all fields as represented on the attached sample form. Each prosecutor or assistant prosecutor must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Prosecutor's Office to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred.

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

**RESOLUTION NO. 14-288**

**RESOLUTION DETERMINING SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY METRO DEVELOPMENT LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Powell Community Infrastructure Financing Authority (the "Authority") was filed with this Board by Triangle Properties, Inc. (the "Developer"), as developer of the Authority on May 11, 2001; and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority is comprised solely of the Board of County Commissioners of Delaware County, Ohio (the "Board"); and

WHEREAS, pursuant to Resolution No. 01-567 and pursuant to Section 349.03(A) of the Ohio Revised Code, the Board upon the filing of the Petition determined that the Petition was sufficient and that it complied with the requirements of Section 349.03 of the Ohio Revised Code; and

WHEREAS, the Board adopted Resolution No. 01-681 establishing the Authority pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, on February 21, 2014, the Developer filed an application (the "Application") with the Board requesting that certain parcels of real property owned by Metro Development LLC be added to the District, - which application was signed by the cities of Columbus, Ohio, Delaware, Ohio, and Powell, Ohio, as the "proximate cities" pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application,

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which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

- 1. The Board finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.
- 2. A public hearing on the Application shall be held on **April 7, 2014 at 10:10 a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
- 3. The clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in The Delaware Gazette.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 14-289

IN THE MATTER OF APPROVING COMMUNITY ENHANCEMENT GRANTS:

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

WHEREAS, the following entities have requested Community Enhancement Grant funds from Delaware County;

Hartford County Fair	5,000.00
Delaware County Historical Society	20,000.00
The Arts Castle	15,000.00
Central Ohio Symphony	8,000.00
Delaware County Agricultural Society	75,000.00
Delaware Speech and Hearing	15,862.00
Main Street Delaware	15,000.00

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby approve Community Enhancement Grant Funds, as follows;

Hartford County Fair	2,500.00
Delaware County Historical Society	20,000.00
The Arts Castle	5,000.00
Delaware County Agricultural Society	55,000.00
Main Street Delaware	10,000.00

FURTHER BE IT RESOLVED that the Board of County Commissioners approves a purchase order and voucher (10011102-5602) for each entity listed.

Hartford County Fair	2,500.00
Delaware County Historical Society	20,000.00
The Arts Castle	5,000.00
Delaware County Agricultural Society	55,000.00
Main Street Delaware	10,000.00

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

ADMINISTRATOR REPORTS

Dawn Huston  
-No Reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton  
-No Reports

Commissioner O'Brien

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-Attended and participated in and Family and Children First Council meeting yesterday. Would like to give kudos to Stephanie Scribner for her efforts with organizing the meetings.

Commissioner Merrell  
-Stephanie Scribner took the time to meet with each commissioner to give her thoughts on issues with upcoming meeting that the commissioners will be attending for funding issues.

RESOLUTION NO. 14-290

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:44 AM.

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

RESOLUTION NO. 14-291

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:35 AM.

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

RESOLUTION NO. 14-286

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR PROGRAM YEAR 2013 AND ANNOUNCING A MEETING DATE:

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

WHEREAS, per Ohio Revised Code Section 5709.85, when a legislative authority of a county, township, or municipal corporation grants tax exemptions, under Chapters 725 or 1728, or under Sections 3735.67, 5709.28, 5709.40, 5709.41, 5709.62, 5709.63, 5709.632, 5709.73, or 5709.78, the legislative authority shall create a tax incentive review council; and

WHEREAS, the Delaware County Board of Commissioners have granted tax exemptions under one or more of these chapters or sections; and

WHEREAS, per Ohio Revised Code Section 5709.85 A(2), the Delaware County Board of Commissioners shall create TIRCs to annually review board approved, tax exempted projects for compliance. Appointees are (of note: at least two members of each TIRC must be residents of the municipal corporation or township to which the instrument granting the tax exemption applies):

- Three members appointed by the Board of Commissioners
- Two Township Trustee Appointments (as appropriate)
- Two Municipal Appointments (as appropriate)
- One School District Board of Education Appointment
- One Joint Vocation School District Board of Education Appointment; and

WHEREAS, per 5709.85 B, the county auditor or designee serves as the chairperson and calls the meeting. The Delaware County Auditor scheduled the Delaware County TIRC meetings on Wednesday, March 19, 2014, in the Meeting Room, 101 North Sandusky Street, Delaware, from 1:30pm to 3:30pm; and

WHEREAS, TIRCs shall submit to the Delaware County Board of Commissioners written recommendations for consideration for the continuation, modification, or cancellation of each project; and

WHEREAS, Resolution 13-226 appointed members to unspecified terms; and

WHEREAS, attendance by a majority of the members of each TIRC constitutes a quorum to conduct business.

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners, State of Ohio, to supersede Resolution No. 13-226 and re-establish the Delaware County TIRCs for Program Year 2013 as follows:

- Orange Township TIRC to review projects in:
- Enterprise Zone 247C
- None
- Community Reinvestment Area 041-58618-01
- Menards
- Tax Increment Financing Districts

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**Olentangy Crossings**

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Frank Reinhard, Delaware County Bank & Trust (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Tim Hansley, County Administrator (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)
- Brian Kern, Treasurer, Olentangy Local School District (OLSD 1/23/14)
- Robert Quigley (resident), Orange Township Representative (Res. 14-019)
- Garrick Ducat (resident), Orange Township Representative (Res. 14-019)

Berlin Township TIRC to review projects in:

Enterprise Zone 247 C (Berlin Township)

None

Community Reinvestment Area 041-05788-02

None

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Jenna Jackson (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Tim Hansley, County Administrator (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Mike Dickey (resident), Berlin Township Representative (Res.14-01-08)
- Adam Fleischer (resident), Berlin Township Representative (Res.14-01-08)
- Brian Kern, Treasurer, Olentangy Local School District (OLSD 1/23/14)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)

Village of Sunbury TIRC to review projects in:

Enterprise Zone 220C

American Showa 2004

American Showa 2006

Community Reinvestment Area 041-75602-01

None

Tax Increment Financing Districts

Sunbury Mills Plaza

American Showa Project

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Jenna Jackson (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Tim Hansley, County Administrator (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Mayor Tommy Hatfield (resident), Village Representative (Res. 2014-04)
- David Martin (resident), Village Representative (Res. 2014-04)
- Allison Fagan, Big Walnut Local School District (BWSD Res. 14-07)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)

Village of Ashley TIRC to review projects in:

Community Reinvestment Area 041-02582-01

Residential

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Frank Reinhard, Delaware County Bank & Trust (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Tim Hansley, County Administrator (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Jim Nelson (resident), Village Council, Village of Ashley (2/27/13)
- Cheryl Friend (resident), Village Council, Village of Ashley (2/27/13)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)
- Mark Tingley, Superintendent, Buckeye Valley Local School District (1/21/14)

Liberty Township TIRC to review projects in:

Enterprise Zone 247 C (LibertyTownship)

CitiCorp North America (personal property)

Community Reinvestment Area 041-05788-01

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CitiCorp North America (real property)  
State Auto  
Tax Increment Financing Districts

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Jenna Jackson (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Tim Hansley, County Administrator (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)
- Brian Kern, Treasurer, Olentangy Local School District (OLSD 1/23/14)
- Tom Mitchell (resident), Liberty Township Representative (Res. 14-0205-05)
- Dave Anderson (resident), Liberty Township Representative (Res. 14-0205-05)

Berlin and Liberty Townships TIRC to review projects in:  
Enterprise Zone 247 C (Berlin and Liberty Townships)  
None  
Community Reinvestment Area 041-05788-01  
P&D Builders

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Frank Reinhard, Delaware County Bank & Trust (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Tim Hansley, County Administrator (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)
- Brian Kern, Treasurer, Olentangy Local School District (OLSD 1/23/14)
- Tom Mitchell (resident), Liberty Township Representative (Res. 14-0205-05)
- Dave Anderson (resident), Liberty Township Representative (Res. 14-0205-05)
- Adam Fleischer (resident), Berlin Township Representative (Res.14-01-08)
- Mike Dickey (resident), Berlin Township Representative (Res.14-01-08)

Village of Shawnee Hills TIRC to review projects in:  
Tax Increment Financing District  
TIF District

- County Auditor George Kaitsa – Chairman
- Ali Solove (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Jenna Jackson (County Designee; serving a two year term beginning 3/19/14 to 3/18/16)
- Tim Hansley, County Administrator (County Designee; serving a four year term beginning 3/19/14 to 3/18/18)
- Chris Bell, Treasurer, Delaware Area Career Center (DACC 2/19/14)
- Stephen Osborne, Treasurer, Dublin City School District (Res. 14-014)
- Shirley Roskoski (resident), Village Representative (Res. 27-2013)
- Dan Mathews (resident), Village Representative (Res. 27-2013)

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien



COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 13, 2014

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners