

Resolution

Number 20-0332

Adopted Date February 27, 2020

HIRE SOMMER GREEN AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS
WARREN COUNTY

BE IT RESOLVED, to hire Sommer Green, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$16.08 per hour, effective March 30, 2020, subject to a negative background check, drug screen, and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
S. Green's Personnel file
OMB-Sue Spencer

Resolution

Number 20-0333

Adopted Date February 27, 2020

ACCEPT RESIGNATION OF MICHAELA BECKTELL, PROTECTIVE SERVICES SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE APRIL 3, 2020


BE IT RESOLVED, to accept the resignation, of Vanessa Henson, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective April 3, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
M. Beckett's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0334

Adopted Date February 27, 2020

AUTHORIZE THE INTERNAL POSTING OF THE "PROTECTIVE SERVICES SUPERVISOR" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Protective Services Supervisor" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 22, 2020.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 20-0335

Adopted Date February 27, 2020

APPROVE AND AUTHORIZE OHIOMEANSJOBS WARREN COUNTY TO PREPARE AND SUBMIT A REQUEST FOR PROPOSAL RELATIVE TO THE CONTRACTING OF OHIOMEANSJOBS OPERATOR UNDER THE WORKFORCE INNOVATION AND OPPORTUNITYACT

BE IT RESOLVED, to approve and authorize OhioMeansJobs Warren County to prepare and submit a Request for Proposal in collaboration with OhioMeansJobs Butler County and OhioMeansJobs Clermont County relative to the contracting of services OhioMeansJobs Operator under the Workforce Innovation and Opportunity Act.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OhioMeansJobs (file)
Bid file

Resolution

Number 20-0336

Adopted Date February 27, 2020

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY DOMESTIC RELATIONS DIVISION AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Domestic Relations Division and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Domestic Relations Court
c/a—CSEA
Domestic Relations Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/7/2020

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$62.50 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2020 to 12/31/2020. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/>	IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/>	JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/>	Commissioners' resolution or minutes
<input checked="" type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/>	Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/>	Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

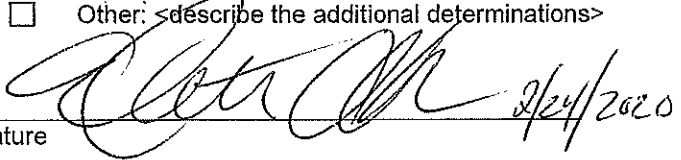
<input type="checkbox"/>	IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/>	Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature  2/24/2020

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

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 Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Domestic Relations Court (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 1/1/2020 through 12/31/2020, unless terminated earlier in accordance with the terms listed in paragraph 23 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: An hourly rate for Magistrate services to: Conduct hearings; Prepare and review Magistrate reports; conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support; enforcement of support and related orders.

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 \$62.50 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 \$22,748.43

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	\$7,734.47	Local Sources
FFP Reimbursement	\$15,013.96	
Total IV-D Contract Cost	\$22,748.43	

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 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 day, Christmas 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.

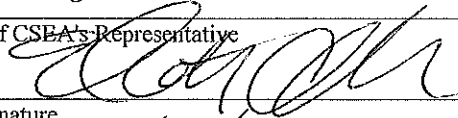
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** 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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **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.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. 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.
 - 23C. 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.
 - 23D. 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.
 - 23E. 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.
 - 23F. 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.

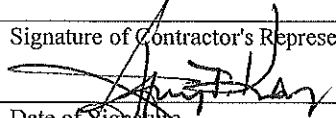
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:


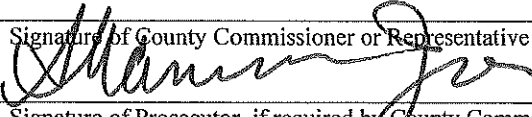
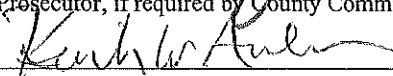
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 2/24/2020	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Jeff Kirby, Judge
Date of Signature 2/19/2020	Printed Street Address of Contractor 500 Justice Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 2/27/2020
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative 	Date of Signature 2/27/2020
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-19-2020

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY
WARREN COUNTY, OHIO**

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
<http://www.co.warren.oh.us/wcchildsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati
Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton
Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin
Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free
Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrate Services	
I. Staff		Estimated Amount
	A. Salaries	\$196,726.00
	B. Payroll Related Expenses	\$60,756.09
	Total Staff Costs	\$257,482.09
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$259,982.09
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$259,982.09

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Worked in Contracted Office				
Magistrate 1	2080	2080		\$98,363.00	100.00%	\$98,363.00
Magistrate 2	2080	2080		\$98,363.00	100.00%	\$98,363.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title					

Total Salaries Applied to this Contract	\$196,726.00
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I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$196,726.00	\$27,541.64
Workers' Compensation/Unemployment Insurance		\$196,726.00	\$0.00
Retirement Expense/Medicare	1.45%	\$196,726.00	\$2,852.53
Hospitalization Insurance Premium			\$30,109.92
Other Life Insurance			\$252.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$60,756.09

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at _____ per square foot:	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
						25.00			
						50.00			
						10.00			
						20.00			
						0.00			
						20.00			
						20.00			
						20.00			
						20.00			
						20.00			
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1

- 1 - no
- 2 - yes

Carried over from Page 1 ▼

\$259,982.09

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$62.50

Unit Rate

\$62.50

Unit Rate

X

Multiplied by

364

Total Units of Service
Purchased

=

Equals

\$22,748.43

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

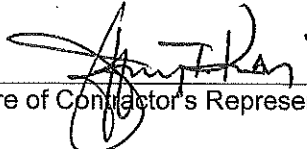
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN CNTY DOMESTIC RELATIONS COURT
Printed Name of Contractor or Company


Signature of Contractor's Representative

2/19/20
Date

JEFF KIRBY
Printed Name of Contractor's Representative


Signature of Witness

2-24-2020
Date

SARAH WAULK
Printed Name of Witness

CSEA

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14	12 vs 14	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	Difference
Bldg Use	\$ 9,687.00	\$ 9,744.00	\$ 9,500.00	REVISED 9,500.00	REVISED (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ 10,637.00	\$ 18,953.00	\$ 8,316.00
Property Insurance	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ (1,027.00)
Insurance	\$ 7,993.00	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,492.00	\$ 2,017.00	\$ 2,091.00	\$ 74.00
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 117,973.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,236.00	\$ 143,509.00	\$ 119,862.00	\$ 125,371.00	\$ 106,211.00	\$ (20,160.00)
OMB	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ 24,419.00	\$ 21,254.00	\$ (3,165.00)
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 21,580.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,613.00	\$ (3,158.00)
Prosecutor	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,423.00	\$ 12,394.00	\$ 12,576.00	\$ 182.00
DP	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ 39,599.00	\$ 38,023.00	\$ (1,576.00)
Treasurer	\$ 3,326.00	\$ 3,232.00	\$ 3,058.00	\$ 3,089.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 604.00
Auditor	\$ 22,691.00	\$ 19,471.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 19,167.00	\$ 24,253.00	\$ 5,086.00
Total Allocated	\$ 263,403.00	\$ 289,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ 283,967.00	\$ 289,143.00	\$ (14,824.00)
Roll Forward	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,835.00)	\$ 15,674.00	\$ 17,126.00	\$ 1,452.00
Proposed Cost	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ (13,372.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number versus in 2016 the roll forward was a negative number.

Resolution

Number 20-0337

Adopted Date February 27, 2020

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY JUVENILE DIVISION/PROBATE COURT AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Juvenile Division/Probate Court and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Juvenile Division/Probate Court
c/a – CSEA
Juvenile Division Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/6/20

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$49.29 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2020 to 12/31/2020. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/>	IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/>	JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/>	Commissioners' resolution or minutes
<input checked="" type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/>	Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/>	Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

<input type="checkbox"/>	IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/>	Commissioners' resolution or minutes

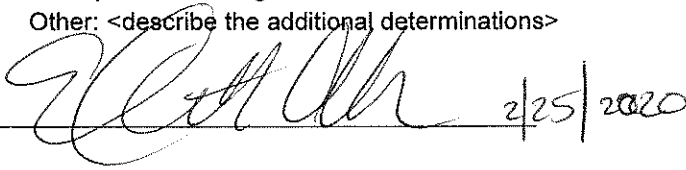
<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature



2/25/2020

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

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 Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Juvenile Court (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 1/1/2020 through 12/31/2020, unless terminated earlier in accordance with the terms listed in paragraph 23 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: An hourly rate for Magistrate services to: Conduct hearings; to prepare and review Magistrate reports; and to conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support, enforcement of support and related orders.

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

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

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$49.29 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 \$31,397.27

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	\$10,675.07	Local Sources
FFP Reimbursement	\$20,722.20	
Total IV-D Contract Cost	\$31,397.27	

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 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 Day, Christmas 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. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **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.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. 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.
 - 23C. 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.
 - 23D. 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.
 - 23E. 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.
 - 23F. 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

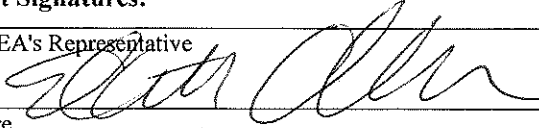
Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

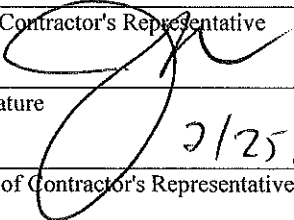
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:


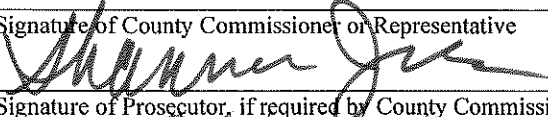

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

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.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 2/25/2020	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Joseph W. Kirby, Judge
Date of Signature 2/25/2020	Printed Street Address of Contractor 900 Memorial Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 2/27/2020
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative 	Date of Signature 2/27/2020
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-19-2020

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY**
WARREN COUNTY, OHIO

500 Justice Drive • Lebanon, Ohio 45036

Phone: (513) 695-1580

Fax: (513) 695-2969

<http://www.co.warren.oh.us/wcchilddsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati

Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton

Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin

Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free

Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Juvenile Court	
Type of IV-D Contract:	Magistrate services	
I. Staff		
		Estimated Amount
	A. Salaries	\$159,418.00
	B. Payroll Related Expenses	\$43,125.40
	Total Staff Costs	\$202,543.40
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$205,043.40
IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$205,043.40

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Office				
Magistrate 1	2080	2080		\$77,418.00	100.00%	\$77,418.00
Magistrate 2	2080	2080		\$82,000.00	100.00%	\$82,000.00

Notes:

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$159,418.00	\$22,318.52
Workers' Compensation/Unemployment Insurance	2.00%	\$159,418.00	\$3,188.36
Retirement Expense/Medicare	1.45%	\$159,418.00	\$2,311.56
Hospitalization Insurance Premium			\$15,054.96
Other Life Insurance			\$252.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$43,125.40

Notes:

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
	Mileage rate	Miles	Total mileage		
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as the OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at _____ per square foot:	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

	Type	Amount	Prorate %	Amount Applied to Budget
Transcripts		\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs				\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
This area is intentionally left blank for data entry									
Total Equipment Depreciation Charges									
								\$0.00	

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1

1 - no

2 - yes

Carried over from Page 1 ▼

\$205,043.40

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$49.29

Unit Rate

\$49.29

Unit Rate

X

Multiplied by

637

Total Units of Service
Purchased

=

Equals

\$31,397.27

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

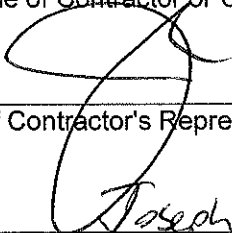
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:


All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN CNTY JUVENILE COURT
Printed Name of Contractor or Company


Signature of Contractor's Representative

2-25-20
Date

Joseph W. Kirby
Printed Name of Contractor's Representative


Signature of Witness

2-25-20
Date

Sharon R Eisenhut
Printed Name of Witness

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14	12 vs 14	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	Difference
Bldg Use	\$ 9,667.00	\$ 9,744.00	\$ 9,500.00	REVISED \$ 9,500.00	REVISED (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ 10,637.00	\$ 18,553.00	\$ 8,316.00
Property Insurance	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,986.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ (1,027.00)
Insurance	\$ 7,893.00	\$ 6,686.00	\$ 4,268.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,492.00	\$ 2,017.00	\$ 2,091.00	\$ 74.00
Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 117,978.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ 126,371.00	\$ 106,211.00	\$ (20,160.00)
OMB	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,448.00	\$ 24,419.00	\$ 21,254.00	\$ (3,165.00)
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 21,680.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,613.00	\$ (3,158.00)
Prosecutor	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 12,394.00	\$ 12,576.00	\$ 182.00
DP	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ 39,599.00	\$ 38,023.00	\$ (1,576.00)
Treasurer	\$ 3,326.00	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 604.00
Auditor	\$ 22,691.00	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,251.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 19,167.00	\$ 24,253.00	\$ 5,086.00
Total Allocated	\$ 283,403.00	\$ 269,599.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ 283,967.00	\$ 269,143.00	\$ (14,824.00)
Roll Forward	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,835.00)	\$ 15,674.00	\$ 17,128.00	\$ 1,462.00
Proposed Cost	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ (13,372.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

Resolution

Number 20-0338

Adopted Date February 27, 2020

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY COMMUNITY SERVICES, FOR INFORMATION AND REFERRAL SERVICES, ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Warren County Community Services on behalf of Warren County Department of Human Services for Information and Referral Services, for a total contract amount not to exceed \$24,480.00 beginning January 1, 2020 and terminating on December 31, 2020; contract attached hereto and made a part hereof:

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Community Services
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
THE WARREN COUNTY COMMUNITY SERVICES**

The Vendor Contract, made and entered into on the 27 day of February 2020, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Warren County Community Services (hereinafter referred to as WCCS) with offices located at 570 N. State Route 741, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with WCCS for Information and Referral Services for the residents of Warren County, Ohio.

Information and Referral is defined in 5101: 2-25-01 as services or activities designed to provide information about services provided by public and private service providers which may include a brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services (Exhibit B).

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to define the relationship and responsibilities for services provided by WCCS to WCDJFS. WCDJFS agrees to purchase for and Provider agrees to provide services detailed in this Contract (Exhibit A.). Any and all exhibits are deemed to be part of this Contract as fully as if set forth herein.
2. **Contract Period:** This contract will be effective from January 1, 2020, through December 31, 2020 inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and WCCS agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by WCCS after the date of termination. WCCS shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed \$24,480.00, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. WCDJFS agrees to cooperate and collaborate with WCCS to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with WCCS in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall collaborate with WCCS to develop and deliver quality services to Warren County residents.
- c. WCDJFS shall keep WCCS updated on any changes as it relates to Information and Referral.
- d. WCDJFS will refer calls to WCCS Information & Referral line when callers are requesting more intensive referral services.

B. RESPONSIBILITY OF WCCS

- a. WCCS shall provide the following
 - i. WCCS shall structure the services to meet the contract deliverables as set forth in this Contract.
 - ii. WCCS agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
 - iii. WCCS agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of participant and employer satisfaction with services purchased under this Contract.
 - iv. WCCS shall adhere to WCDJFS policy for Information and Referral Services under Title XX.
 - v. WCCS shall meet fiscal and reporting requirements, as set forth by WCDJFS. The information shall include but is not limited to; the number of calls received, reason for the call, where referrals were made within Warren County.
 - vi. WCCS shall submit monthly reports to WCDJFS as part of the monthly billing. WCCS shall submit the Monthly Call Report and an Invoice of Services for reimbursement. All reports and invoices shall be submitted by the 10th of the following month of service.
 - vii. WCCS agrees to comply with WCDJFS efforts to recoup over expenditures if made in the purchase of services under this Contract.
 - viii. WCCS shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
 - ix. WCCS shall remain updated with all changes related to Information and Referral within Warren County.

C. PURPOSE OF THE CONTRACT

- a. This contract is entered into for Information and Referral Services. WCCS intends to hire a full-time position however 25 hours will be for the purpose of answering the 2100 extension (Information & Referral Service) and providing Information and Referral Services to the residents of Warren County.

D. CONTRACT DELIVERABLES

- a. WCCS shall provide Information and Referral Services to those who call into 513-695-2100 or are transferred from WCDJFS 25 hours per week.
- b. WCCS is responsible for providing a staff member for 25 hours per week to answer all incoming calls. WCDJFS reserves the right to review the credentials of any WCCS staff and the right to request a WCCS staff person be removed if WCDJFS determines the Information and Referral Program is not meeting the standards set forth in this contract.
- c. WCCS will provide the necessary training regarding services in Warren County, Ohio and current technology to assist in job duties of the Information and Referral staff member.

E. TOTAL COST OF CONTRACT

- a. WCCS shall provide Information and Referral Services from January 1, 2020 through December 31, 2020, inclusive. WCCS will provide a minimum of 25 hours of Information and Referral Services per week. WCCS will invoice \$2,040.00 per month for 12 months for salary and fringe benefits expenditures for a total contract amount of \$24,480.00.

F. PAYMENT FOR PURCHASED SERVICES

- a. WCCS shall submit all invoices and Call Reports for reimbursement to WCDJFS by the tenth (10th) working day of the month following the month the bill was incurred. All supporting documentation shall be submitted with the invoice as verification of services provided, including time cards for Information and Referral staff member.
- b. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to WCCS shall be within thirty (30) days from receipt of a complete, correct invoice.
- c. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- d. WCCS warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost include: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- e. If the assigned WCCS Information and Referral staff member is absent, every effort shall be made to provide a substitute. If no substitute is provided, WCDJFS shall not be billed for that day.

- f. WCCS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

G. AVAILABILITY AND RETENTION OF RECORDS

- a. WCCS shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by WCCS shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time period, WCCS shall retain such records until the audit is concluded and all issues are resolved.
- b. WCCS agrees to keep the following records; call reports, payroll records, and any other reports relevant to Information and Referral Services under Title XX.

H. EQUIPMENT: No equipment, software, promotional materials, etc., shall be invoiced by WCCS to WCDJFS.

I. ASSIGNMENT AND SUBCONTRACTING: When deemed necessary to deliver services of the quantity and quality specified in this Contract, WCCS may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release WCCS of the liability under this Contract. WCCS is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.

J. RESPONSIBILITY FOR AUDIT: WCCS agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.

- a. **Responsibility for Audit Exceptions:** WCCS agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.

K. RELATIONSHIP: Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with WCCS in the conduct of the provisions of this Contract. WCCS, agents and employees of WCCS will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.

- L. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.
- M. TERMINATION:** In the event that either the WCDJFS or WCCS does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and WCCS. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.
- N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
- O. CONTRACT MONITORING:** WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the WCCS coordinator or other employees of WCCS and may also be discussed with WCCS.
- P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.
- a. **Compliance:** WCCS and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
 - b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
- Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and WCCS shall resolve any disputes between the agencies concerning responsibilities under or

performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.

- R. INDEMNIFICATION:** WCCS will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by WCCS, its agents, employees, licensees, contractors or subcontractors; (b) the failure of WCCS, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.
- S. ENTIRE CONTRACT:** This Contract contains the entire Contract between WCCS and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.
- T. NOTICES:** All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

Warren County Community Services
570 N. State Route 741
Lebanon, Ohio 45036

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



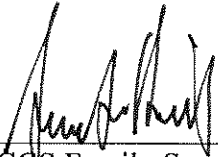
Warren County Board of County Commissioners 2/27/2020
Date



Director, Warren County JFS Division of Human Services 2/12/2020
Date



Executive Director, Warren County Community Services 2/18/2020
Date

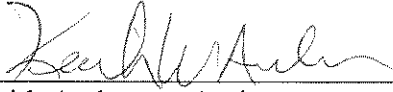


Director, WCCS Family Services

2-18-2020

Date

APPROVED TO FORM:



Keith Anderson, Assistant Prosecutor

2-7-2020

Date

Resolution

Number 20-0339

Adopted Date February 27, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

Southern State Community College
100 Hobart Drive
Hillsboro, OH 45133

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Southern State Community College, 100 Hobart Drive, Hillsboro, Ohio 45133**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electrical technologies, building and machine trades industrial trades, fire and police technologies, heating and air conditioning and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, national origin, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



David G. Young, President

2/27/2020
Date

Contractor




Authorized Contractor Signature

2/13/20
Date

Nicole Rodes, Ph.D.
Typed Name of Authorized Contractor

2/13/2020
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

2-21-2020
Date

Resolution

Number 20-0340

Adopted Date February 27, 2020

APPROVE REVISED ELECTRONIC MONITORING SERVICE AGREEMENT NO. 010320OVI WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT SERVICES, COMMUNITY CORRECTIONS DIVISION

BE IT RESOLVED, to approve Revised Electronic Monitoring Service Agreement #010320OVI with BI Incorporated for electronic monitoring/service on behalf of Warren County Common Pleas Court Services, Community Corrections Division; said agreement is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a — BI Incorporated
Community Corrections (file)
Common Pleas (file)

**ELECTRONIC MONITORING SERVICE AGREEMENT
AGREEMENT 0103200VI**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and BOARD OF WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION (“**Agency**”) with its principal place of business at 550 Justice Dr. Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. PURCHASE OF SERVICES. Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A, attached hereto and incorporated herein.

2. MONITORING SERVICE

2.1 Description. The “**Monitoring Service**” as set forth in Exhibit A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

2.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI’s SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 BI TotalAccess Training. All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available subject to applicable service fees.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 Telecommunications Service. Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as “**ET1**”), BI HomeGuard 206 (commonly referred to as “**HG206**”), BI TAD Plus Cellular (commonly referred to as “**TAD Cellular**”), and SoberLink2 (commonly referred to as “**SL2**”). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

3.5 Service Interruption. The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

4. EQUIPMENT AND UNITS

4.1 Supplied by BI. All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

4.3 Inspection of Equipment. Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

4.4 Freight. BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

4.5 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

5. AGENCY'S OBLIGATIONS.

5.1 Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

5.2 Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote

the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

6. COST OF SERVICES

6.1 Unit Rental Charge. If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

6.2 Service Charge. In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

6.3 Payment Terms. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.4 Taxes. Agency represents that it is tax exempt and will provide BI such certificates, forms or other evidence of exempt status as may be necessary to satisfy the relevant tax authority. If Agency is not able to satisfy the relevant tax authority, then except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

7.1 Term. The initial term of this Agreement is for one (1) year from the Effective Date, unless otherwise terminated as provided for herein (collectively, the "Term").

7.2 Termination for Convenience. This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

7.3 Notice. Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

7.4 Termination for Default. This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

7.5 Return. Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

7.6 Survival. The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Limitation of Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

8.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8.5 Telecom. Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. LIABILITY

9.1 Liability. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

10.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

10.2 Confidential Information. Unless otherwise required by law including but not limited to the Ohio Public Records Act, or by court order, Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

10.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

10.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and

update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

10.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect. Appropriate self-insurance may be substituted by Agency for coverage requirements hereunder.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

13. GENERAL

13.1 Agreement. Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

13.2 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13.3 Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

13.4 Compliance With Law. Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

13.5 Previous Agreement. Upon full execution of this agreement, Electronic Monitoring Service Agreement No. 032019MV2 shall terminate.

14. GOVERNING LAW. This Agreement shall be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

16. **DEFINITIONS.**

16.1 “**Active Unit**” means a Unit which is assigned to a Client and activated in TotalAccess.

16.2 “**Active Day**” means any day, or any portion thereof, in which there is an Active Unit.

16.3 “**Authorized Personnel**” means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

16.4 “**Client**” means a person subject to Agency’s electronic monitoring program.

16.5 “**Confidential Information**” means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

16.6 “**Documentation**” means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

16.7 “**Equipment**” or “**Unit**” means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

16.8 “**GPS**” means a global positioning system.

16.9 “**Software Application**” means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

16.10 “**Supplies**” means straps, latches, batteries, and similar items for the Equipment.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

Ruth Skerjanec
Signature

Ruth Skerjanec
Printed Name

VP, Financial Planning
Printed Title

2/12/2020
Date

**BOARD OF WARREN COUNTY COMMISSIONERS
ON BEHALF OF WARREN COUNTY COMMON
PLEAS COURT, COMMUNITY CORRECTIONS
DIVISION**

David G Young
Signature

David G Young
Printed Name

President
Printed Title

2/27/2020
Date

APPROVED AS TO FORM

Keith W Anderson

Keith W. Anderson
Asst. Prosecuting Attorney

EXHIBIT A

MONITORING SERVICES

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence – N/A.
- II. Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

A. TAD UNIT TERMS AND CHARGES:

Service Type – Standard Automated

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charge:	\$6.35	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charge:	\$6.35	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$7.70	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charge:	\$7.70	per Unit per day.

ADDITIONAL SERVICES:

1. **TAD Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 15 inactive TAD unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the 15 spare(s) allowance, Agency will incur a \$4.35 charge per unit per day.
2. **No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$1,750.00 each; HomeBase (non-cellular) - \$1,750.00 each. TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
3. **TAD Cellular HomeBase No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 15 inactive TAD Cellular HomeBase(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the 15 spare(s)] allowance, Agency will incur a \$1.35 charge per unit per day.
4. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases. Replacement cost for the TAD Cellular HomeBase is \$2,250.00 each.
5. **Additional Supplies:** Fiber optic strap \$30.00.
6. **Reasonable Supplies:** BI will provide reasonable supplies for supply items excluding the fiber optic strap.

B. SL2 UNIT

SL2 Unit Rental Charge:	\$2.85	per day per Unit from BI inventory.
SL2 Unit Monitoring Service Charge:	\$2.60	per Unit per Active Day.
Total SL2 Unit Charge:	\$5.45	per Unit per day.

ADDITIONAL SERVICES:

1. **SL2 Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 6 inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 6 spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL2 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.
3. **SL2 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
4. **SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

C. LOC8

Service Type – Standard Automated

LOC8 Component Rental: \$2.20 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.60.W15.C0.ZX SERVICE:

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 60 minutes, Wi-Fi Locate every 15 minutes (If GPS not found), Without Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.60.W15.C0.ZX Service: \$1.25 per day per Unit provided from BI inventory.

LOC8 1.60.W15.C0.ZX Total: \$3.45 (total of LOC8 Components and
LOC8 1.60.W15.C0.ZX Service charges)

ADDITIONAL SERVICES:

1. **LOC8 Unit No-charge Spare(s):** Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, Fifteen (15) LOC8 Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the Fifteen (15) spare(s) allowance, Agency will incur a \$2.20 charge per unit per day.
2. **No LOC8 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.
3. **Replacement costs:** LOC8 Tracking Unit - \$2,099.00 each; LOC8 Beacon - \$300.00 each;
4. **Additional Supplies:** LOC8 Wall Charger - \$49.00 each; LOC8 Battery - \$35.00 each; LOC8 Transfer Battery - \$95.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.



BI Incorporated Customer Business Services Department

Example:

Assumptions for illustration purposes:
 Customer has a 5% annual lost/damaged allowance on HomeGuard units.
 Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver
 Replacement cost = \$1,320.00 each
 Subtotal \$1,320.00

2 HomeGuard Transmitters
 Replacement cost = \$575.00 each
 Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver
 Repair cost = \$350.00
 Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

Active HomeGuard days for which the customer was billed were as follows:

July 2015 1050	Jan 20161125
Aug 2015 1035	Feb 2016.....1070
Sep 2015 1020	Mar 2016.....1032
Oct 2015 1005	Apr 2016.....1016
Nov 2015 929	May 2016903
Dec 2015 962	June 2016910

Based on these assumptions, lost/damaged billing is calculated as follows:

- Total Active HomeGuard days for the year = 12,157
- 12,157 active units/day ÷ 365 days = 33.31 average active units over the year
- Allowance = 5% so 33.31 x .05 = 1.67 units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00
 • 1.67 units allowed x \$1,895.00 = \$3,164.65

Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.
 • Actual lost/damaged equipment was \$2,820.00.
 • Since the customer was within their allowance there is no lost/damaged billing for this contract year.

BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

Billing is calculated as follows:

Let's say that a customer has a 5% annual allowance on BI HomeGuard® units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.)

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.). The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

Example to the left.

AFFIDAVIT OF NON COLLUSION

STATE OF COLORADO
COUNTY OF BOULDER

I, Ruth Skerjanec, holding the title and position of VP, Financial Planning at the firm BI Incorporated, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

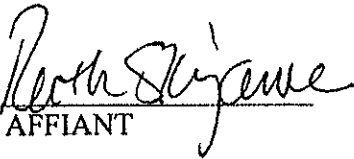
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.


No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

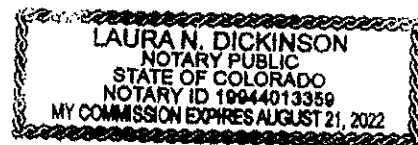

AFFIANT

Subscribed and sworn to before me this 26 day of February 20 20


(Notary Public),

Boulder County.

My commission expires August 21 20 22



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 20-0341

Adopted Date February 27, 2020

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN THE INSTALLATION COMPLETION CERTIFICATES WITH MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of Commissioners sign the Installation Completion certificates; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board of the board to sign the Installation Completion Certificates indicating completion of the EOC to Zoar and the Zoar to Snyder Microwave Installation, as attached hereto and a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm, Inc.
Telecom (file)



INSTALLATION COMPLETION CERTIFICATE

(EXTERNAL SERVICE PARTNER)

INSTALL AGREEMENT # USC 000136473	COF FO# / CPQ SO# 09582400905820	SERVICE PARTNER COMPANY NAME MOBILCOMM, INC.	SERVICE PARTNER PO# NP95285870
CUSTOMER NAME WARREN COUNTY		SERVICE PARTNER CONTACT NAME AND EMAIL RICK SWAIN RSWAIN@MOBILCOMM.COM	
QTY 1	MODEL NUMBER N/A	DESCRIPTION OF WORK INSTALL MICROWAVE LINK BETWEEN ZOAR AND SNIDER	SERIAL NUMBER(S) N/A
<p>IT IS AGREED THAT ALL MAJOR PROVISIONS OF THE PROJECT PROVIDED BY MOTOROLA SOLUTIONS, INC ARE COMPLETE AND READY FOR THE USE INTENDED, EXCEPT FOR ANY MINOR DEFECTS AND/OR PUNCHLIST ITEMS NOTED BELOW. YOU MAY NOW INVOICE US IN ACCORDANCE WITH THE TERMS OF THE SALES AGREEMENT.</p>			

Attach to iSupplier Work Confirmation

David Young

CUSTOMER SIGNATURE

(Required for S&L \$50K and greater, and all Federal dollar amounts)

David Young

PRINT NAME

2/27/2020

DATE

Richard P. Swain

SERVICE PARTNER SIGNATURE

(Required for all dollar amounts)

Richard P. Swain

PRINT NAME

2/19/2020

DATE



INSTALLATION COMPLETION CERTIFICATE

(EXTERNAL SERVICE PARTNER)

INSTALL AGREEMENT # USC 000136452	COF FO# / CPQ SO# 095824009059920	SERVICE PARTNER COMPANY NAME MOBILCOMM, INC.	SERVICE PARTNER PO# NP95285089
CUSTOMER NAME WARREN COUNTY		SERVICE PARTNER CONTACT NAME AND EMAIL RICK SWAIN RSWAIN@MOBILCOMM.COM	
QTY 1	MODEL NUMBER	DESCRIPTION OF WORK INSTALL CAMBIUM M/W LINK BETWEEN EOC AND ZOAR	SERIAL NUMBER(S) N/A
<p>IT IS AGREED THAT ALL MAJOR PROVISIONS OF THE PROJECT PROVIDED BY MOTOROLA SOLUTIONS, INC ARE COMPLETE AND READY FOR THE USE INTENDED, EXCEPT FOR ANY MINOR DEFECTS AND/OR PUNCLIST ITEMS NOTED BELOW. YOU MAY NOW INVOICE US IN ACCORDANCE WITH THE TERMS OF THE SALES AGREEMENT.</p> <p>Attach to iSupplier Work Confirmation</p>			

* CUSTOMER SIGNATURE

 (Required for S&L \$50K and greater, and all federal dollar amounts)

PRINT NAME
David G Young

DATE
2/27/2020

SERVICE PARTNER SIGNATURE


(Required for all dollar amounts)

PRINT NAME
Richard P. Swain

DATE
2/19/2020

Resolution

Number 20-0342

Adopted Date February 27, 2020

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve supplemental appropriations in order to make a timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Auditor
Supplemental App. file
Common Pleas Court (file)

APPROVE APPROPRIATION ADJUSTMENTS WITHIN GENERAL FUND
COURT OF COMMON PLEAS COURT SERVICES #11011220 & 11011223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,200.00 from #11011220-5830 (Workers Comp)
into #11011223-5830 (Workers Comp)

\$ 8,500.00 from #11011223-5820 (Health & Life Insurance)
into #11011223-5830 (Workers Comp)

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M
M
M

Resolution adopted this day of March 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Common Pleas Court (file)
OMB

G. Zindel

2-26-2020

to be ratified 2-27-2020

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 20-0343

Adopted Date February 27, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/25/20 and 2/27/20, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0344

Adopted Date February 27, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC FOR PROVIDENCE, SECTION THREE BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release the following security:

RELEASE

Bond Number	:	18-018 (W/S)
Development	:	Providence, Section Three Block "D"
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$8,473.54
Surety Company	:	RLI Insurance Company (CMS0332575)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, Dave Stroup, 3940 Olympic Blvd., Ste.100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

Resolution

Number 20-0345

Adopted Date February 27, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR RIVERCREST SECTION FOUR, PHASE A SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

SECURITY RELEASE

Bond Number	:	17-011 (W/S)
Development	:	Rivercrest Section Four, Phase A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$22,286.27
Surety Company	:	Berkley Insurance Company (0207646)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

Resolution

Number 20-0346

Adopted Date February 27, 2020

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2020 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:


\$70,664.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 20-0347

Adopted Date February 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00	from	#11011110-5910	(BOCC Other Expense)
\$ 2,500.00	into	#11011110-5911	(Non-Taxable Meal Fringe)
\$ 500.00	into	#11011110-5922	(Taxable Meal Fringe)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 20-0348

Adopted Date February 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustment to account for shortage in the Health Insurance account:

\$5,000.00	from	#55903090-5400	(Purchased Services)
	into	#55903090-5820	(Health & Life Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Engineer (file)

Resolution

Number 20-0349

Adopted Date February 27, 2020

ADMINISTER DISCIPLINARY ACTION AGAINST ANDREW FARLAINO, EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Mr. Farlaino, Emergency Communications Operator, was charged with multiple offenses as a result of two incidents in accordance with the Warren County Personnel Policy Manual and Emergency Services Policy and Procedures; and

WHEREAS, the Operations Manager requested a Pre-Disciplinary conference for Mr. Farlaino in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, Mr. Farlaino was given notification of a pre-disciplinary conference on February 13, 2020; and

WHEREAS, Mr. Farlaino attended the pre-disciplinary conference on February 19, 2020: and

WHEREAS, the hearing officer substantiated the following offenses: violation of 2.10 XVI Social Networking and 2.01 XII Operational Duties Emergency Services Policies, 7.23 Social Media Policy, Group I #10 Undesirable Conduct, Group II #3 Undesirable Conduct, Group II #10 Making or publishing of malicious statements, Group II #17 Willful disregard of departmental rules and Group III #14 Dishonesty; and

WHEREAS, it is the recommendation of the Director that Mr. Farlaino be terminated as result of the substantiated charges mentioned herein pursuant to the Warren County Personnel Policy Manual and the collective bargaining agreement; and

NOW THEREFORE BE IT RESOLVED, that Andrew Farlaino, Emergency Communications Operator, within the Warren County Emergency Services, be terminated for violating the Emergency Services Policy and Procedures and Warren County Personnel Policy Manual as herein before discussed, effective February 28, 2020; and

BE IT FURTHER RESOLVED, this action shall become a part of Mr. Farlaino's personnel file.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
A. Farlaino's Personnel File
OMB (Sue Spencer)

Resolution

Number 20-0350

Adopted Date February 27, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO TREASURERS OFFICE FUND
#2248

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5000.00 into #22481130-5400 (Purchase Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of February 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental App. file
Treasurer (file)