

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Hunter moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Transfer – Approved – Family & Children

Mr. Hunter moved per the request of Brenda Rock, Family Council, to approve the quarterly transfer for the following:

Transfer from: Family Council (1000-A01A-5-0051) in the amount of \$17,500.00.
Transfer to: Family Council (7040-0000-1-1010) in the amount of \$17,500.00.



MADISON COUNTY COMMISSIONERS
2017 JAN - 3 PM Council
Madison County Family & Children First Council
P. O. Box 624, 200 Midway St. London, Ohio 43140
(740) 852-5343 FAX (740) 852-6091

INVOICE

Contributing Member: Madison County Commissioners

Invoice Period: January 1, 2017 to December 31, 2017

Funds will be used as matching funds for direct services to children and families, administrative and operating expenses.

Amount Due:	\$50,000	(Commissioners Contribution)
	\$20,000	(DJFS Contribution)
Total Due	\$70,000	

Please make checks payable to:
Madison County Family Council

Send to:
Madison County Family Council
P. O. Box 624
London, Ohio 43140

Thank You.

Brenda Rock
Brenda Rock, Coordinator
Madison County Family Council

1/3/2017
Date

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Transfers – Approved – Family Council

Mr. Hunter moved per the request of Sherry Baldwin, Fiscal Operator, to approve the transfers for the following:

From: Family Council Contract Services (7040-T890-5-0140) in the amount of \$10,000.00.

To: Dept. Family Services Revenue (7049-0000-0300) in the amount of \$10,000.00.

From: Council HMG Part C Contract Services (7040-T890-5-0140) in the amount of \$2,312.00.

To: Dept. Family & Children Revenue (7048-000-0300) in the amount of \$2,312.00.

From: Council HMG Part C Contract Services (7044-T890-5-0140) in the amount of \$13,415.33.

To: Dept. HMG Part C Revenue (7053-0000-0100) in the amount of \$13,415.33.

From Dept. HMG Part C Contract Services (7053-T893-5-0140) in the amount of \$13,949.07.

To: Dept. HMG GRF C Revenue (7052-0000-0100) in the amount of \$13,949.07.

From: Dept. FCSS Contract Services (7055-T894-5-0140) in the amount of \$6,678.00.

To: Dept. Family Services (7049-0000-0100) in the amount of \$6,678.00.

Department: Madison County Dept Family and Children
 Date: 3/13/2017

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by _____ and seconded by _____
 to approve the following transfer (s):

From:	Family Council	7040	Contract Services	7040-T890-50140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-0300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	10,000.00	

From:	Council HMG Part C	7040	Contract Services	7040-T890-50140
To:	Dept Family & Children	7048	Revenue Account	7048-0000-0300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	2,312.00	

From:	Council HMG Part C	7044	Contract Services	7044-T890-50140
To:	Dept. HMG Part C	7053	Revenue Account	7053-0000-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	13,415.33	

From:	Dept. HMG Part C	7053	Contract Services	7053-T893-50140
To:	Dept. HMG GRF C	7052	Revenue Account	7052-0000-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	13,949.07	

Reason for Request:
 Transfer funding to accounts which allow for expenditures for provision of direct services.

Ttl = \$ 39,676.40

Roll call vote resulted as follows:
 cc: Auditor _____
 Originator _____
 Originator File _____
 Transfer File _____

David Dhume _____
 Mark Forrest _____
 Paul Gross _____

C.J. _____ Page _____
 Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): AW

Revised 3/10/2017

Department: Madison County Dept Family and Children
 Date: 3/13/2017

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

A motion was made by _____ and seconded by _____
 to approve the following transfer (s):

From:	Dept FCSS	7055	Contract Services	7055-T894-50140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	6,678.00	

From:	Contract Services			
To:	Revenue Account			
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:	Contract Services			
To:	Revenue Account			
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:	Contract Services			
To:	Revenue Account			
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

Reason for Request:
 Transfer funding to accounts which allow for expenditures for provision of direct services.

Ttl = \$ 6,678.00

Roll call vote resulted as follows:
 cc: Auditor _____
 Originator _____
 Originator File _____
 Transfer File _____

David Dhume _____
 Mark Forrest _____
 Paul Gross _____

C.J. _____ Page _____
 Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): AW

Revised 3/10/2017

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appropriations – Approved – Federal Block Grant CHIP

Mr. Dhume moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Federal Block Grant CHIP OH Housing Trust (7075-T500-5-5003) in the amount of \$111,465.00.

Appropriate: Federal Block Grant CHIP HOME (7075-T500-5-0816) in the amount of \$9,162.00.

Sissy Wiseman

From: Sissy Wiseman [swiseman@co.madison.oh.us]
Sent: Tuesday, March 14, 2017 3:02 PM
To: 'emma hall'; whitaker.wright
Subject: RE: chip

Thanks.

-----Original Message-----

From: emma hall [mailto:cfdr28@yahoo.com]
Sent: Tuesday, March 14, 2017 2:54 PM
To: 'whitaker.wright'; 'emma hall'; Sissy Wiseman
Subject: RE: chip

yes that's correct

On Tue, 3/14/17, Sissy Wiseman <swiseman@co.madison.oh.us> wrote:

Subject: RE: chip
To: "whitaker.wright" <whitaker.wright@sbcglobal.net>, "emma hall" <cfdr28@yahoo.com>
Date: Tuesday, March 14, 2017, 11:51 AM

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#yiv5291338181 --

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11 6 4 2 2 2 2 2 4;}
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5 2 2 2 4 3 2 4;}
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6 4 3 5 4 4 2 4;}
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4 4 3 3 1 1 8 3;}
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#yiv5291338181 p.yiv5291338181MsoNormal, #yiv5291338181 li.yiv5291338181MsoNormal,
#yiv5291338181 div.yiv5291338181MsoNormal
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#yiv5291338181 a:link, #yiv5291338181
span.yiv5291338181MsoHyperlink
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{color:purple;text-decoration:underline;}
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}
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_filtered #yiv5291338181 {margin:1.0in 1.0in 1.0in 1.0in;}
#yiv5291338181 div.yiv5291338181WordSection1
{

#yiv5291338181 Emma, From our telephone conversation, confirm the HOME account (7075-T500-5-0816) is for the funding of \$9,162.00.Thanks,Sissy Wiseman From: whitaker.wright [mailto:whitaker.wright@sbcglobal.net]

Sent: Tuesday, March 14, 2017 1:21 PM

To: emma hall; Sissy Wiseman

Subject: Re:

chip Yes - the 9162 is

HOME _____ Whitaker W. Wright, Senior

PlannerCDC of Ohio, Inc.Community Development Consultants of Ohio1016 S. High Street

| P.O. Box 06247 | Columbus, Ohio 43206-0247 P. (614) 445-8373 | F. (614)

445-8431 | E. cdcofohio@sbcglobal.net From: emma hall <cfdr28@yahoo.com>

To: 'emma hall' <cfdr28@yahoo.com>;

Sissy Wiseman <swiseman@co.madison.oh.us>

Cc: whitaker.wright@sbcglobal.net

Sent: Tuesday, March 14, 2017 12:23

PM

Subject:

RE: chip

I do believe the 9162 is not cdbg

if you look at the cash record it says home which is fund

7075-T500-50816 whitaker please verify this emma

On Tue, 3/14/17, Sissy Wiseman <swiseman@co.madison.oh.us>

wrote:

Subject: RE: chip

To: "emma hall" <cfdr28@yahoo.com>

Cc: whitaker.wright@sbcglobal.net

Date: Tuesday, March 14, 2017, 9:22 AM

Thanks.

-----Original Message-----

From: emma hall [mailto:cfdr28@yahoo.com]

Sent: Tuesday, March 14, 2017

12:13 PM

To: Sissy Wiseman

Cc: whitaker.wright@sbcglobal.net

Subject: RE: chip

the accounts I have are

cdbg

7075-T500-50815

ohhf

7075-T500-55003

thanks

emma

On Tue, 3/14/17, Sissy Wiseman <swiseman@co.madison.oh.us>

wrote:

Subject: RE:

chip

To:
"Whitaker
wright" <whitaker.wright@sbcglobal.net>
Cc: "Emma Hall" <cfdr20@yahoo.com>
Date: Tuesday, March 14, 2017, 9:10 AM

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2 2 2 2 4;}
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5 2 2
2 4 3 2 4;}
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6 4 3 5 4 4 2 4;}
_filtered

#yiv5001695848
{font-family:Garamond;panose-1:2 2
4 4 3
3 1 1 8 3;}
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#yiv5001695848
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li.yiv5001695848MsNormal,
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div.yiv5001695848MsNormal

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span.yiv5001695848MsHyperlink

{color:blue;text-decoration:underline;}

#yiv5001695848 a:visited,
#yiv5001695848
span.yiv5001695848MsHyperlinkFollowed

{color:purple;text-decoration:underline;}

#yiv5001695848 p.yiv5001695848MsAcetate,
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#yiv5001695848 div.yiv5001695848MsAcetate

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{}

#yiv5001695848
span.yiv5001695848EmailStyle20

{color:#1F497D;}
#yiv5001695848
.yiv5001695848MsChpDefault

{font-size:10.0pt;}
_filtered
#yiv5001695848
{margin:1.0in 1.0in 1.0in 1.0in;}

#yiv5001695848
div.yiv5001695848WordSection1
{
#yiv5001695848
Emma, From our
telephone
conversation, please confirm the following:
\$111,465.00 needs to go into
7075-T500-5003,
\$ 9,162.00 needs to
go into
7075-T500-0815.Thanks,Sissy
Wiseman From: whitaker
wright [mailto:whitaker.wright@sbcglobal.net]
Sent: Tuesday, March 14, 2017 12:00
PM
To: Sissy Wiseman
Cc: Emma Hall
Subject:

Fw:
chip Sissy
-
Please see
Emma's
email
below.

This is in
regards
to the latest draw, we received for
the CHIP Program - Drawn No. 7. (See
Attached) My
understanding from Emma is
that the OHTF funds (\$111,465)
were placed
in the wrong account and need to be moved to the correct account.

While these

particular contractors were out
of line to
call the auditor, they did uncover an error that needs to be corrected. Has the
Auditor's office notified you about the need for a correction?

Whitaker

Whitaker W. Wright, Senior Planner CDC of Ohio, Inc. Community Development Consultants of
Ohio 1016 S. High Street | P.O. Box
06247 | Columbus,
Ohio
43206-0247 P. (614)
445-8373 | F.
(614)
445-8431 | E. cdcofohio@sbcglobal.net
----- Forwarded

Message

From: emma
hall <cfdr28@yahoo.com>
To: whitaker.wright@sbcglobal.net

Sent:

Tuesday, March 14, 2017 11:42
AM

Subject:

chip
hey
whitaker, got phone call today
from acorn
and superior
about Madison county funds. they both inquired about there checks and they was told by
the auditors office that the monies were there however the money got put into the wrong
fund so the commissioners were going to have to do a budget revision in order to move the
money to the correct account. so they would not receive there checks until next week at
the earliest. was going to see if you might want to talk to sissy thanks emma

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes,
Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appropriation – Approved – Treasurer Debt

Mr. Hunter moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Treasurer Debt (1000-A01A-C5-5100) in the amount of \$7,894.06.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Transfer – Approved – Water Treatment Plant & Wellfield

Mr. Hunter moved to approve the transfer for the following:

Transfer from: Treasurer Debt (1000-A01A-C5-5100) in the amount of \$7,894.06.
Transfer to: Water Treatment Plant & Wellfield (2054-0000-1-1010) in the amount of \$7,894.06.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Appropriate – Approved – Water Treatment Plant & Wellfield

Mr. Hunter moved to approve the appropriation for the following:

Appropriate: Water Treatment Plant & Well filed (2054-P300-5-0046) in the amount of \$7,894.06.


Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Note-This is to pay for outstanding IBI invoices.

Subject: Appropriate – Approved – Professional Services


Mr. Hunter moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Professional Services (1000-A01A-5-0045) in the amount of \$2,700.00.



Madison County Commissioners
Rob Skene, County Administrator
1 North Main Street
P.O. Box 618
London, OH 43140-0618

Invoice Number: 462349
Invoice Date: 03/09/17
Client Number: 46884
Terms: Payable Upon Receipt



Madison County Commissioners
Rob Skene, County Administrator
1 North Main Street
P.O. Box 618
London, OH 43140-0618

Invoice Number: 462349
Invoice Date: 03/09/17
Client Number: 46884
Terms: Payable Upon Receipt

INVOICE # 462349 SUMMARY

Matter No.	Matter Name	Fees	Costs	Total
00002	Economic Development Incentives	\$2,700.00	\$0.00	\$2,700.00
Total For Invoice # 462349		\$2,700.00	\$0.00	\$2,700.00

Matter 00002 Economic Development Incentives

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/17:

Date	Tkpr	Description	Hours	Amount
02/15/17	CD	Email exchange with R. Slane regarding the upcoming meeting with West Jefferson	.50	\$225.00
02/16/17	CC	Attendance at a meeting with Madison County and the Village of West Jefferson to discuss the proposed CEDA and JEDD and next steps associated with same	4.00	\$1,800.00
02/27/17	CC	Attendance at a County Commissioners meeting to discuss next steps with respect to the discussions with West Jefferson and regarding general development strategy for the County	1.50	\$675.00

Current Fees: \$2,700.00
TOTAL THIS MATTER: \$2,700.00

<p>Check Payments: Benesch Filed/ender Coplan & Aronoff LLP Attn: Accounting Dept. 41 South High St #2000 Columbus, OH 43215-6164 Reference: 462349</p>	<p>REMIT TO: Wire Payments: Benesch Filed/ender Coplan & Aronoff LLP PNC Bank Cleveland, OH 44114 ABA: 04100124 Account: 422488999 Reference: 462349 Tax Identification Number: 34-6506918</p>	<p>Credit Card Payments: Benesch Filed/ender Coplan & Aronoff LLP Via, MasterCard or American Express Please call: (216) 363-4500</p>
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Cleveland Columbus Hackensack Indianapolis Philadelphia Shanghai
Washington

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge-Dorsey, Job & Family Services Director, to approve the contract with Job & Family Services and Madison County Prosecutor for services in accordance with the contract below.

Ohio Department of Job and Family Services
IV-D CONTRACT

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

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

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

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

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from April 1, 2017 through March 31, 2018, 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: One hour of attorney service. The hourly rate includes costs associated with the operation of the Prosecutor's Office, IV-D attorney section.

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 \$88.11 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 \$57,269.67

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	\$19,471.69	Local Sources
FFP Reimbursement	\$37,797.98	
Total IV-D Contract Cost	\$57,269.67	

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 8:00a.m. and 4:00p.m. on the following days Monday through Friday with the exception of the following days: See attachment 2.

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

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

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

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

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

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

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

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **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 <i>Lori Dodge-Dorsey</i>	Printed Name of CSEA's Representative Lori Dodge-Dorsey
Date of Signature 3/7/17	

Signature of Contractor's Representative <i>Stephen Proni</i>	Printed Name of Contractor's Representative Stephen Proni
Date of Signature 3-7-17	Printed Street Address of Contractor N Main St
Printed Title of Contractor's Representative Stephen Proni, Prosecutor	Printed City, State, and Zip Code of Contractor London OH 43170

Signature of County Commissioner or Representative <i>M.H. Fout</i>	Date of Signature 3-13-17
Signature of County Commissioner or Representative <i>David Dunn</i>	Date of Signature 3-13-17
Signature of County Commissioner or Representative <i>D. B. Vest</i>	Date of Signature 3/13/17
Signature of Prosecutor, if required by County Commissioners	Date of Signature

Attachment I

Performance Standards

Legal Services Including those of Prosecutors or Private Attorneys

The Child Support Enforcement Agency (CSEA) agrees to purchase and the Contractor agrees to furnish to eligible individuals the following specific services in the manner described below.

I. For purposes of this contract, a unit of service is defined as: one hour of attorney's service. The hourly unit rate includes costs associated with the operation of the Prosecutor's Office, IV-D Attorney Section.

II. The Contractor shall provide services between the hours of 8:00 a.m. and 4:00 p.m. from Monday--Friday (days of services) with the exception of the following holidays: see attachment #2

III. The Contractor shall deliver the following services in the described manner:

A. Establishment of Paternity

Serve as legal representative in all actions provided for in Chapter 3111 or 3115, and any other relevant sections of the Revised Code. Services are to include, but not be limited to:

- (1) Intrastate and Interstate actions, including actions involving military personnel
- (2) Stipulation for paternity agreements whenever possible
- (3) Legal representation at pre-trials and/or trials for paternity
- (4) Gathering of needed legal evidence to include but not be limited to: depositions, subpoenas, birth certificate records, and witnesses
- (5) Motion to show cause if a payor fails to comply with a court order for genetic testing and/or file for default judgment
- (6) Complaint for support in paternity actions shall include:
 - (a) Medical
 - (b) Support obligations
 - (c) Reimbursement of birth expenses for OWP related cases

B. Establishment and Modification of Child Support Obligations

Serve as legal representative in establishing new orders or modify existing orders. Services are to include but not be limited to:

- (1) Intrastate and Interstate actions, including actions involving military personnel
- (2) Gathering legal documentation pursuant to the Ohio Rules of Evidence

- (3) Use of child support guidelines pursuant to Chapter 3119 of the Revised Code in actions for new and modified child support orders
- (4) Inclusion of medical support in motions for new and modified child support orders

C. Enforcement of Child Support and Spousal Support Obligations (in conjunction with child support)

Serve as legal representative in actions provided for in Chapters 3111, 3113, 3115, 3119, 3121, 3123, 3125, and any other relevant sections of the Revised Code. Services are to include but not be limited to:

- (1) Lump sum judgments
- (2) Liens, executions, and levy on judgments including Financial Institution Data Match (FIDM) actions
- (3) Intrastate and Interstate income withholding
- (4) Actions brought pursuant to the Uniform Interstate Family Support Act (UIFSA)
- (5) Cash bonds
- (6) Attachment of military pay and/or retirement benefits
- (7) VA benefits attachment
- (8) Civil contempt actions
- (9) Criminal non-support actions
- (10) Legal action to protect child support arrearages in bankruptcy hearings
- (11) Legal representation against legal defenses to include but not be limited to:
 - (a) Statute of limitations
 - (b) Jurisdiction
 - (c) Validity of court hearings
 - (d) Laches, waivers
 - (e) Direct payment or other payment
 - (f) Non-paternity
- (12) Depositions, interrogatories and depositions hearings to gather needed legal evidence and provide needed legal representation
- (13) Motion for payment of arrearages to be included in all enforcement actions

D. Records and Monitoring

In support of the performance of legal services detailed in paragraph A, B, C, above, the Contractor shall:

- (1) Conduct a review of all pending support actions and report the status to the CSEA on a periodic basis

- (a) Monitor magistrate reports and journal entries to facilitate appropriate objections and appeals within legally allowable time frames
- (2) Ensure adequate legal notice of hearings to all involved parties
 - (a) Notify the CSEA of need to relocate due to failure of service
 - (b) Initiate personal service when certified mail has been refused
- (3) Compute and/or compile any needed legal documents for cases to include but not be limited to:
 - (a) Motions to show cause
 - (b) Stipulations
 - (c) Interstate income withholding
 - (d) UIFSA petitions
 - (e) Subpoenas
 - (f) Depositions
 - (g) Interrogatories
 - (h) Levies and/or executions
 - (i) Liens and/or judgments
 - (j) FIDM actions
 - (k) Journal entries
 - (l) Notice of service (certificate of mailings, summons, etc.)

E. Other services as defined by parties: n/a

IV. The CSEA shall support the delivery of services in the following manner:

- A. Complete and accurate payment records of the case
- B. Complete and accurate information about:
 - The payee: Name, address, phone number, social security number, and names of the child(ren)
 - The payor: Name, address, phone number, social security number, if known, employment information, and income information
- C. Complete and accurate information about previous enforcement actions on the case summary form to include, but not be limited to:
 - (1) Previous failures of legal services
 - (2) Frequent job and/or address changes
 - (3) Previous contempt hearing details and results
 - (4) Investigation information concerning income, employer, and sources of other income
 - (5) Property owned by payor such as car, house, boat, etc.
 - (6) Information concerning assets such as bank accounts, stocks, bonds, and retirement benefits

- D. Any information which is pertinent to establish and/or enforcement of an order
- E. UIFSA forms
- F. Certified copies of the support order and any modification, affidavit of arrearages, documentation of IV-D status on the case, if needed for interstate action.
- G. Other services defined by the parties: n/a

V. In compliance with rules 5101:1-29-50(D)(10) of the Administrative Code and 45 CFR Part 303, the CSEA and the Contractor agree to comply with the following standards in the performance of all contract terms:

- A. Required performance standards pursuant to 45 CFR Part 303: These must be included in all contracts between a CSEA and a contractor governed by the terms of rule 5101:1-29-50 of the Administrative Code.

LOCATION

45 CFR 303.3(b)(3) Within no more than 75 calendar days of determining that location is necessary, access all appropriate locate sources and ensure that locate information is sufficient to take next action

45 CFR 303.3(b)(5) Repeat location attempts at least quarterly or immediately upon receipt of new information

45 CFR 303.3(c) The Office of Child Support is required to establish guidelines defining diligent efforts to serve process, including periodic repetition.

ESTABLISHMENT OF SUPPORT

45 CFR 303.4(d) Establish an order for support or complete service of process within 90 calendar days of locating absent parent

45 CFR 303.4(e) If court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so

ESTABLISHMENT OF PATERNITY

45 CFR 303.5(a) CSEA's must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with 302.70(a)(5)(ii) and attempt to establish paternity by legal process established under state law

ENFORCEMENT OF SUPPORT

45 CFR 303.6(c) (1) and (2) Initiate income withholding or other appropriate enforcement actions unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

45 CFR 303.6(c)(3) submit cases for state and federal tax offset once per year

45 CFR 303.6(c) (4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

REQUIRED PERFORMANCE OF STANDARDS

Specific to this contract and developed pursuant to rule 5101:1-29-50(D)(10) of the Administrative code are stated as follows:

- Provider will complete the monthly statement for Title IV-D contracts (form 7034) and submit to the CSEA by the 10th of every month for the previous month.
- Provider will invoice monthly and submit to the CSEA by the 10th of every month for the previous month.
- Provider will follow the attached sheet, titled "Contempt/Non Support Process" for the enforcement of cases referred to the attorney for contempt actions.
- Provider will file court actions for a hearing date within fifteen days from the date the referral has been given.
- The Provider will provide a monthly detailed record of the cases that account for staff time worked for establishment and enforcement of IV-D child support cases and include the information with the billing. Billing to the CSEA will include time spent on each case. The CSEA and the Prosecuting Attorney will provide all records necessary in the event of an audit.
- Provider will provide CSEA notification of any circumstances that may cause the Provider not to meet any of the deliverables in this agreement.

CONTEMPT/CRIMINAL NON SUPPORT PROCESS

Enforcement Process

- 1st contempt
- 2nd contempt
- Misdemeanor non-support
- Felony non support

Persons that have contempt motion filed and a court date set will be required to appear at the hearing. A dismissal will not be issued due to gaining employment unless the arrears are paid in full prior to the hearing.

After a contempt hearing the CSEA will monitor case for two full months plus the month the hearing was held before initiating the next court action. Example - a contempt hearing takes place in January, case is monitored for compliance until March 31st. If no payments in March a referral can be made. If the obligor reports employment and a payment has been received the case is in compliance until payments stop.

If after two contempt's and no action is needed on a case for one year and the case then slides back into non-paying status the case will be reviewed for a misdemeanor non-support referral. The case may be excluded from a non-support misdemeanor if the arrears are less than they were at the last contempt hearing, if there is a documented medical or disability claim or pending social security approval.

Misdemeanor Criteria - arrears greater than or equal to one thousand dollars or six months in arrears (monthly order times six months).

Felony Criteria - if six months after the misdemeanor a case is receiving only partial payments or no payment forward case to attorney for review. Worker is to get an update from probation officer for attorney. A partial payment is any amount less than one full month. Attorney will review the child support order verses amount paid.

MOSIER, SUE

Attachment 2

From: Brandie Pyles <bpyles@co.madison.oh.us>
Sent: Wednesday, March 01, 2017 3:22 PM
To: MOSIER, SUE
Subject: RE: Prosecutor Contract

2017 Days off:
New Years Day – Jan 1
MLK – Jan 16
Presidents Day – February 20
Memorial Day – May 29
Independence Day – July 4
Labor Day – September 4
Columbus Day – October 9
Veteran's Day – November 10
Thanksgiving – November 23
Christmas – December 25

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Policy – Approved – Job & Family Services

Mr. Hunter moved per the recommendation of Lori Dodge-Dorsey, Job & Family Services Director, to approve the policy for Preventing Sex Trafficking and Strengthening Families Act of 2014.



Lori Dodge-Dorsey, Director
200 Midway Street • London, Ohio 43140
P: 740-852-4770 • F: 740-852-4756
T: 800-852-0243 • TTY: 740-852-4770

Children's Services • Child Support • Social Services • Income Maintenance • Workforce Development

Public Law 113-183, the *Preventing Sex Trafficking and Strengthening Families Act of 2014*, requires states to implement a "reasonable and prudent parent standard" to support normalcy for children in foster care.

The Madison County Reasonable and Prudent Parent Standard policy, dated March 2017 is effective

(Date)

Lori Dodge-Dorsey, Director

3/10/17

Date

Madison County Commissioner

3-13-17

Date

Madison County Commissioner

3-13-17

Date

Madison County Commissioner

3/13/17

Date

Madison County Reasonable and Prudent Parent Standard Policy

I. PROCEDURE SUMMARY

The Madison County Department of Job and Family Services (MCDJFS) is committed to ensuring that out of home care providers trained in the Reasonable and Prudent Parent Standard, are empowered to make careful and sensible parental decisions absent of CCDJFS, while continuing to be expected to include the thoughts/perspectives of the agency and family of origin in the decision making processes.

Public Law 113-183, the *Preventing Sex Trafficking and Strengthening Families Act of 2014*, requires states to implement a "reasonable and prudent parent standard" to support normalcy for children in foster care.

Reasonable and Prudent Parent Standard:

The standard characterized by careful and sensible parental decisions that maintain a child's health, safety, and best interests while at the same time encouraging the child's emotional and developmental growth, that a caregiver shall use when determining whether to allow a child in the care of the caregiver to participate in extracurricular, enrichment, and social activities (ACYF-CB-IM-14-03, 2014; ORC 5103.162, 2014).

Normalcy:

Ensuring a child's range of experiences while in foster care is typical of the range of experiences of any child of the same age. This includes such experiences as going to friends' homes, participating in after school activities, having a job, and managing a bank account. Youth must practice the skills they will need as an adult while they are still in a protected environment. These experiences help them build relationships, develop skills, and prepare for adulthood (Juvenile Law Center, 2013).

Age Appropriate:

Ohio Revised Code (ORC) 2151.315 *Participation in extracurricular enrichment, and social activities* defines age appropriate as activities that are generally accepted as suitable for children of the same chronological age or level of maturity.

II. PROCEDURE STEPS

The following procedure steps will outline the things that the out of home care provider must consider in the decision making process and guidelines related to common activities that would fall under the normalcy standard (this is not an all-inclusive list but rather a list of some of the most common activities and guidance that can be applied to non-listed similar activities). It is imperative that the out of home care provider monitors the youth's activities and that the approved activities are appropriate to the developmental level of the youth.

Out of home care providers who have not completed the required training on the reasonable and prudent parent standard, as found in Ohio Administrative Code (OAC) 5101:2-5-33 *Foster caregivers preplacement and continuing training*, shall not make decisions related to the child's participation in extracurricular and social activities.

MCDJFS requires that all out of home care providers submit their training certificate for agency files prior to moving forward with making reasonable and prudent parent standard decisions for youth in the custody of MCDJFS. Additionally out of home care providers will need to complete required documentation showing they have considered each of the below decision making considerations and provide them to the custodial agency for each activity and receive prior consensus prior to allowing the activity. The agency maintains the authority to deny or revoke the approval if necessary.

Decision Making Considerations:

Out of home care providers shall consider the following when determining whether to permit a child to participate in socially acceptable, age appropriate extracurricular activities in order to support healthy development:

1. Child's age, maturity, and developmental level to maintain overall health and safety of the child.
2. Potential risk factors and appropriateness of the activity (child specific).
3. The best interest of the child based on the out of home care provider's knowledge of the child.
4. The importance of encouraging the child's emotional and developmental growth.
5. The importance of encouraging the child with the most family-like living experience possible and;
6. The behavioral history of the child and the child's ability to safely participate in the proposed activity.

Out of home care providers shall document their reasonable prudent parent standards consideration for each activity specific for each youth by completing the agency form titled "Normalecy and Prudent Parenting Standards Consideration" and providing it to MCDJFS prior to allowing the activity.

Common Activities and Considerations for Out of Home Care Providers:

Independent activities/functions without adult supervision:

OAC 5101.2-7-11 states that foster caregivers should encourage children in foster care to participate in community, school, recreational and cultural heritage activities that are appropriate to their age and functioning. Furthermore, children in foster care should be allowed privileges and assigned responsibilities similar to other family members of similar age and functioning level. However, foster caregivers must obtain prior written approval from the recommending agency before the child can be left unattended. OAC 5101.2-7-08 (D) requires the written approval to specify the period of time the child is permitted to be unsupervised.

Spending the night at a friend's house:

- a. Out of home care providers are expected to know where the child is spending the night and how to contact the child while the child is at the friend's house;
- b. Out of home care providers are expected to talk with an adult at the house where the child is spending the night to confirm there will be adult supervision;

- c. Out of home care providers are encouraged to have open communication with the biological parents and should make efforts to include the biological parents in the decision making process;
- d. It is reasonable to allow the child to spend one to three consecutive nights with friends or extended foster family members, however, special circumstances for longer stays may exist and should be considered on a case by case basis (i.e. spending Spring Break with foster grandparent);
- e. Out of home care providers shall inform the caseworker/agency of the dates and location of where the child will be staying, prior to the event occurring, and notifying the caseworker of any changes/deviations to the original plan. The out of home care provider shall report the physical address, phone number and responsible adult at the location in which the child will be staying. These notifications can occur during regular business hours by calling 740-852-4770 and asking for children services intake or after hours/holidays by calling 740 852 1212 and asking for the on call worker to be paged;
- f. The caseworker will then notify the biological parents (if not already done so by the out of home care provider) to share that the child will be staying the night with a friend on the identified date(s);
- g. The caseworker will notify the program specialist of the dates and location of where the child will be spending overnights away from the placement setting for placement leave entries into the Statewide Automated Child Welfare Information Systems (SACWIS);
- h. Agency approval is still required for any changes to visitation schedules with the biological family/previous custodians.

Use of electronic devices (phones, laptops, music devices):

- a. The agency will load monitoring/parenting control software on each electronic device that the youth has access to. Both the out of home caregiver and agency will have the password access via these accounts. (Ex. Our Pact)
- b. Youth in agency care are required to provide their case worker and out of home care provider with all passwords necessary to access computer devices for age, behaviorally, developmentally appropriate monitoring;
- c. Out of home care providers should monitor the use of such devices to ensure that these devices are being used in a safe manner (frequency/duration of monitoring should be dependent on the child's age, development and past behavior);
- d. Loss of privileges are expected if there are issues surrounding usage, however, an opportunity for second chances and learning are an expectation;
- e. Communications with family and friends are required to be in accordance with the case plan.
- f. Out of home caregiver and or youth are responsible for the cost of any and all electronic device purchasing and data usage. If the youth is a minor, he will not be allowed to enter into a contract.

Social Media Platforms (Facebook, Twitter, Instagram):

- a. Youth should be permitted to use and have access to social media accounts, provided they have demonstrated the maturity and responsibility to do so in a safe manner;
- b. Out of home care providers should monitor the accounts in order to assure youth are using these sites appropriately and safely (frequency/duration of monitoring should be dependent on the child's age, development and past behavior);
- c. Youth must provide their account name and password for all social media accounts to allow out of home caregivers and MCDJFS to monitor activities;
- d. Youth are required to turn over their devices at any time for the out of home caregiver and MCDJFS to monitor their activity;
- e. Loss of privileges are expected if there are issues surrounding their usage, however, an opportunity for second chances and learning are an expectation;
- f. Communications with family and friends are required to be in accordance with the case plan.

Riding in a vehicle with person other than approved caregivers:

- a. Out of home care providers shall ensure that any person transporting a foster child in a motor vehicle is licensed to drive that class of vehicle and that such vehicle is maintained in a safe condition according to state laws and that rules regarding proper restraint are followed (as outlined in ORC 4511.81; 4513.263; 4507.071; 4511.51);
- b. Out of home care providers should verify that the driver has valid insurance, in accordance to state laws;
- c. The out of home care provider will not allow the youth to ride in a vehicle with another teen driver holding a probationary license;
- d. The out of home care provider will ensure the driver is not being permitted to utilize any mobile devices while driving and that the youth does not ride in a vehicle with a teen driver during restricted hours unless the it meets one of the exemptions found in ORC 4507.071.

Recreational sports/extracurricular activities (i.e. baseball, football, horseback riding, swimming, school dances, field trips, etc):

- a. Out of home care providers should encourage youth to participate in extracurricular activities and school activities as appropriate to the child's age and functioning level;
- b. If a youth is engaging in a sport or extracurricular activity that can pose significant danger of serious injury (i.e. horseback riding, baseball, football, kayaking, swimming), the caregiver is required to ensure that the necessary safety precautions are put into place in an effort to prevent harm to the child (i.e. use of helmets, protective pads, guided assistance based on skill level for activities such as horseback riding, life jackets, etc).
- c. Birth parent written permission should be sought whenever possible, however, if the birth parent(s) refuses to grant permission, MCDJFS may approve the

request over the parent(s) objections provided the foster parent(s) and MCDJFS feel that involvement in the activity is in the child's best interest;

Driver's permit/license:

Children in the custody of MCDJFS are permitted to obtain a driver's permit and license to operate a motor vehicle, with the approval of the agency Administrator. For children in agency custody and in a foster home, the foster parents are permitted to assume responsibility for allowing the child to drive once the agency has made a decision, approved by the Administrator, that the youth has appropriately met the criteria for a permit and/or license.

Criteria:

- a. The youth is 15 ½ years of age (for permit) and be 16 years of age (for license) or older;
- b. The youth must have the recommendations of the foster parent(s) and caseworker (recommendation and justification shall be found on the "Normalcy and Prudent Parenting Standards Consideration" form) that his/her behaviors is consistently mature and responsible to handle the operation of a motor vehicle;
- c. Birth parent written permission should be sought whenever possible, however, if the birth parent(s) refuses to grant permission, MCDJFS may approve the request over the parent(s) objections provided the foster parent(s) and Guardian Ad Litem feel that obtainment of a driver's license is in the child's best interest;
- d. The youth must be attending school regularly, working toward a GED or be employed if not in school;
- e. The youth must complete and pass driver's training education (to obtain a license);
- f. The foster parent(s) must be willing and able to add the youth to their auto insurance policy and provide verification to MCDJFS;
- g. Arrangements for payment of the cost of insurance will be solely between the youth and the foster parent(s) who agreed to add the youth to their insurance policy (MCDJFS will not reimburse the foster parent(s) for any additional costs to their insurance premium as a result of adding the youth to their car insurance policy);
- h. While operating a motor vehicle, while the youth is under a probationary license, the foster parent(s) should continually assess the youth's responsibility and maturity level to do so safely and to follow all probationary license laws (i.e. no more than one non-family member as a passenger, unless accompanied by a parent/guardian, for the first 12 months of holding a license, driver not being permitted to utilize any mobile devices while driving and that the youth does not ride in a vehicle with a teen driver during restricted hours unless the it meets one of the exemptions found in ORC 4507.071).
- i. At any time the foster parent(s) or agency deems that the youth is not exhibiting responsibility and maturity in the operation of a motor vehicle, the youth's driving privileges are expected to be suspended until such time that the youth is able to regain their ability to operate a motor vehicle in a safe and responsible manner.

Madison County Reasonable and Prudent Parent Standard Policy

- j. MCDJFS will pay for Driver's Training for the youth that have been approved for driving privileges.

Motorized Equipment (ATVs, mopeds, scooters, go carts, heavy farm equipment):

- a. For out of home care provider(s) who permit youth in agency care to utilize heavy farm equipment, MCDJFS requires the out of home care provider to verify that there is home owners' insurance for the home/property in which the equipment will be utilized by the youth. If the youth is formally enrolled in a specialized training program, the out of home care provider may allow the youth to utilize such heavy equipment/machinery during formal instruction without the need to verify home owner's insurance;
- b. Foster parent(s) who permit youth in their care to utilize motorized equipment or heavy farm equipment are required to ensure that there is strict adherence to the manufacturers and/or state laws regarding minimum age for the type of motorized equipment that the foster parent(s) have permitted the child to use;
- c. Foster parent(s) who permit youth in their care to operate an ATV are required to ensure that the youth completes an accredited ATV course and provide documentation to the agency. Foster parent(s) is to ensure youth operates the ATV in compliance with applicable Operating Laws and Regulations.
- d. Foster parent(s) who permit youth in their care to utilize motorized equipment or heavy farm equipment are required to ensure that the youth is utilizing standard safety equipment/safety gear/safe clothing for the piece of equipment they are utilizing;
- e. Foster parent(s) shall ensure that eyes on supervision (until the youth consistently demonstrates competence in operation of the equipment) occurs when youth are utilizing ATVs and any heavy farm equipment;
- f. For out of home care provider(s) who permit youth in agency care to operate a moped, all Ohio laws must be followed to include the youth must be at least 14 years old, pass the written knowledge test, vision test, obtain a Temporary Instruction Permit Identification Card (TIPIC) and pass a skills test to obtain a license and to be insured;
- g. The operation of motor scooters and motorcycles will not be authorized;
- h. For other motorized equipment use, to include lawn care and snow removal equipment, all safety instructions must be read with the youth and adhered to, to include the wearing and use of safety equipment and supervision should be consistent with the youth's age, development and skill level of operating such equipment;
- i. At any time the foster parent(s) or agency deems that the youth is not exhibiting responsibility and maturity in the operation of a motorized equipment, the youth's permission for continued use should be suspended until the youth is able to demonstrate an ability to operate such equipment in a safe manner.

Note: Participation in religious activities should follow procedure Section 3011.17 *Religion, Socialization and Education of Children in Out Of Home Care.*

March 2017

Note-The remaining pages are inquiry information only.
Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Local Ag Easement Purchase Program (LAEPP)

Mr. Hunter moved to approve the resolution with Madison County Commissioners for the LAEPP.

Exhibit A

LAEPP RESOLUTION OF SUPPORT – MADISON COUNTY

County Commissioners
Madison County, Ohio

Resolution No. 0318 17

A RESOLUTION to the extent permitted by law, Authorizing Participation in Ohio Local Agricultural Easement Purchase Program.

The Board of Madison County Commissioners met in a regular session on the 13th day of March, 2017 at the office of the Board of Trustees of Stekes Township with the following members present:
Madison County

Mark Forrest
David Dhume
David Hunter

Mr. Forrest moved for adoption of the following Resolution:

WHEREAS, on 13th day of March, 2017 the Madison County Commissioners received a request from the Michael and Laura Vallery, for support of their application to the State of Ohio for purchase of an agricultural easement on their 72.11 acre property on William Lucas Road, parcel # 27-00177.000, 27-00113.000, and 27-00193.002.

WHEREAS, the Madison County Commissioners have reviewed this request and determined that the nomination of the properties for purchase of agricultural easements is compatible with the township's goals to preserve and promote agriculture as an important part of the area's economy, and,

NOW, THEREFORE, BE IT RESOLVED that the Madison County Commissioners support the above application.

Mr. Dhume seconded the motion and the role was called. The vote was as follows:

ROLL CALL VOTE:

Name	Vote
Mark Forrest	Yes X No ___;
David Dhume	Yes X No ___;
David Hunter	Yes X No ___;

Mark Forrest
Board Member, Chair Commissioner

David Dhume
Board Member, Vice-Chair Commissioner

David Hunter
Board Member, Commissioner

Adopted on the 13th day of March, 2017

ATTEST: *Sissy Wiseman*
Sissy Wiseman, Clerk
Madison County, Ohio

Terry and Cindy Miller	8744 S. Charleston Pk S. Charleston 45368	1300800013000015 38 acres
Elaine and Mark Terrell	7923 E. National Rd. S. Charleston 45368	1300800023000066 45.5 acres
Bill and Polly Agle	Wilson Rd. S. Vienna, OH 45369	1301506849000009 159.88 acres
Gillam Farm Inc.	Buena Vista and Old Columbus Roads. S. Vienna, OH 45369	1300800024000112 27.53 1300800018000018 251.25 1300800024000121 11.17 1300800018000023 14.78 304.73

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to enter into executive session at 9:28 a.m. to discuss a personnel issue.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Dhume moved to exit into executive session at 9:37 a.m. to discuss a personnel issue. No action was taken.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Public Hearing – CDBG

The 2017 CDBG Public Hearing took place on Monday March 13, 2017 at 11:00 a.m.

Those Present

MADISON COUNTY
2017 CDBG SMALL CITIES PROGRAM
PUBLIC HEARING I

Monday, March 13, 2017, 11:00 a.m.

SIGN-IN SHEET

NAME	AGENCY/AFFILIATION
<u>Kristy Zurbich</u>	<u>Madison Press-Scimitar</u>
<u>Max Kwiatkowski</u>	<u>Madison Press</u>
<u>Ellen Short</u>	<u>Office of U.S. Senator Sherrod Brown</u>
<u>David Dhume</u>	<u>Co. Comm.</u>
<u>David Hunter</u>	<u>Co. Comm.</u>
<u>Mark A. Forrest</u>	<u>Co. Comm.</u>
<u>Rob Stone</u>	<u>Admin</u>

Madison County CDBG Program

Subject: Personnel Action – Approved – Building Maintenance Worker

Mr. Dhume moved to approve the following:

Employee, Bill Hart, Building Maintenance Worker, be taken off probation. Pay rate \$13.86 effective March 14, 2017.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Meeting Attendance – Approved – Job & Family Services

Mr. Dhume moved to approve the meeting attendance that is required and in compliance of Section 325:20 of ORC for the following:

Dept. of Job & Family Services Employees to “No Wrong Door Training.” March 28, 2017, Proctor Center, London, Ohio. Cost \$200.00.

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes, Mr. Dhume, yes, and Mr. Hunter, yes.

Mark Forrest

David Dhume

David Hunter

ATTEST: _____