

JULY 18, 2019

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Brent Saunders. Roll Call: President Brent Saunders, present; Vice President Harold G. Montgomery, present; Commissioner David K. Smith, present.

The President entertained a motion for approval of the July 11, 2019 minutes. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
I.T.	John Grubb	7/16	Columbus, Ohio	OCATS Mtg

The President entertained a motion to approve travel requests as submitted. Harold G. Montgomery made and David K. Smith seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

2019 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
7/14	10	1	0	0	7	0	0	0	8	12	0	0	0	0

2019 2nd Gallia County Canine Shelter Report

For the 2nd Quarter of 2019, the Gallia County Canine Shelter served the following number of dogs:

- Started the year with 16 dogs in the shelter
- 363 dogs entered the shelter
- 309 dogs went to rescue
- 30 dogs were adopted
- 24 dogs were reclaimed by owners
- 3 dogs were euthanized
- 0 dogs were MIA (escaped the shelter or the dog truck during transport)
- 1 dogs died of natural or unknown causes
- 0 dog was destroyed in the field (None by County Dog Warden)
- 3 dogs out to foster
- 3 dogs returned from foster (Note: 0 dogs in foster at end of 2nd Quarter 2019)
- 12 dogs remained at the shelter at the end of the 2nd Quarter 2019

Prepared by Gallia County Dog Warden Laurie Cardillo, 7/2/2019

2019 2nd Quarter Gallia County Canine Shelter Euthanization Report

During the 2nd Quarter of 2019, there was 1 dog euthanized as follows:

- Week ending 6/16/2019, 1 dog euthanized; Dog Warden Laurie Cardillo; euthanization recommended because the dog was feral/aggressive and therefore deemed not adoptable, euthanization performed by Veterinarian Brian Hendrickson

Prepared by Gallia County Dog Warden Laurie Cardillo, 7/2/2019

2019 2nd Quarter Gallia County Canine Shelter Safety & Vicious Dog Report

- For the 2nd Quarter of 2019, Gallia County Sanitarian John McKean reported 25 dog bites. Of these 25 bite events, 24 dogs had owners and 1 dog was a stray.
- From 4/1/2019 through 6/30/2019 there was 1 dog euthanized both by local Veterinarians.
 - 1 euthanization due to the dog being feral/ aggressive
- During the 2nd Quarter of 2019, there were 5 animal heads sent for rabies testing: 4 dogs & 1 feline. All were negative for rabies.
- Livestock losses for 2nd Quarter 2019:
 - None
- Dogs destroyed in the field for 2nd Quarter 2019:
 - None

Prepared by Gallia County Dog Warden Laurie Cardillo, 6/30/2019

CHILDREN SERVICES/DJFS – CONTRACT AMENDMENT

Director Russ Moore presented the following amendment:

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 PURCHASE OF SERVICES SUBGRANT
 G-SFY19-0004
 AMENDMENT NO. 1

This amendment will amend the contract between the Gallia County Department of Job and Family Services (CDJFS), (Grantor) and Gallia County Children Service, (Sub-grantee) and will be effective from the date of approval by the Gallia County Commission for the

CASTO & HARRIS, INC. — RE-ORDER NO. 19928-18

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purchase of service TANF Title XX Transfer CFDA 93.558 (original award date 10/23/2017, FAIN# 1801OHTANF) Temporary Assistance to Needy Families Block Grant, as administered by the U.S. Department of Health and Human Services.

- I. Availability of Funds:
The original contract (G-SFY19-0004) reflected the availability of funds in the amount of \$36,000. This amendment shall increase the availability of funds within the contract by \$16,818.81 Title XX Transfer (CFDA 93.558 FAIN#1901OJSOSR) and shall add Title XX Base (CFDA 93.558 FAIN#1901OHSOSR) \$16,802.13 to reflect a total of up to \$69,620.94 to cover Certificate of Funds for SFY19 that exceeded estimated cost.

s/ Dana Glassburn, JFS Director July 16, 2019

s/ Russ Moore, Children Services Director July 16, 2019

Gallia County Commissioners:

s/ Brent Saunders, President July 18, 2019

s/ Harold G. Montgomery, Vice President July 18, 2019

s/ David K. Smith, Commissioner July 18, 2019

s/ Randy Dupree, Assistant Prosecuting Attorney July 16, 2019

David K. Smith made and Harold G. Montgomery seconded the motion to approve and sign the amendment. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

DJFS TITLE IV-D – COMMON PLEAS COURT PROBATION CONTRACT

Debbie Cardwell presented the following contract for approval:

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 Gallia County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Common Pleas Court Probation Department (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 07/01/2019 through 06/30/2020, 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: Criminal Non-Support services for the Common Pleas Court and General Division Magistrate. The unit case rate includes direct and indirect costs associated with the Common Pleas Court. Billable units shall be an hour of service on IV-D case which are criminal non-support orders that include hearing times, prep work, and any follow up to any related materials that result in the collection on criminal non-support 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 \$29.86 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 \$62,110.85

- 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	\$21,117.68	Local Sources
FFP Reimbursement	\$40,993.17	
Total IV-D Contract Cost	\$62,110.85	

- 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 8:00AM and 4:00PM on the following days Monday thru Friday with the exception of the following days: All holidays as stipulated in the Ohio Revised Code and any other days designated by Gallia County Board of Commissioners.
- 8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

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- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **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.

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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:

<i>/ Dana Glassburn,</i> JFS Director	July 22, 2019
<i>/ Margaret Evans,</i> Common Pleas Judge	July 18, 2019
<i>/ Brent Saunders,</i> President	July 18, 2019
<i>/ Harold G. Montgomery,</i> Vice President	July 18, 2019
<i>/ David K. Smith,</i> Commissioner	July 18, 2019
<i>/ Ready Dapree,</i> Assistant Prosecuting Attorney	June 27, 2019

David K. Smith made and Harold G. Montgomery seconded the motion to approve and sign the contract. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

EXECUTIVE SESSION - PERSONNEL


At 10:10 a.m. the President entertained a motion to enter into executive session with EMS/911 Deputy Director Keith Wilson to discuss personnel. Roll call: Mr. Saunders, yes; Mr. Montgomery, yea; Mr. Smith, yea. Returned to regular session at 10:21 a.m.; no action taken.

ECONOMIC DEVELOPMENT UPDATE

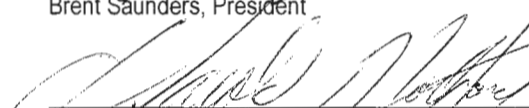
Economic Development Director Melissa Clark discussed departmental update. No action taken.

ADJOURN

At 4:00 p.m. the President entertained a motion for adjournment. David K. Smith made and Harold G. Montgomery seconded the motion. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.


Brent Saunders, President


Anette L. Brown, Clerk


Harold G. Montgomery, Vice President


David K. Smith, Commissioner