Tippecanoe County Board of Commissioners

Meeting
Tuesday, February 18, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

AGENDA

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, January 28, 2020
Monday, February 3, 2020

Documents:

AGENDA02182020MINUTESFROM01282020.PDF
AGENDA02182020MINUTESFROM02032020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. AWARDING OF BID FOR COURTHOUSE COURTROOM RENOVATIONS PROJECT

Phase 2

VI. OPENING OF BIDS FOR TIPPECANOE COUNTY CENTRAL OFFICES (FORMER YMCA)

Phase 1

VII. HIGHWAY- STEWART KLINE

Opening of Bids- Reconstruction of County Road 600 North Project
Opening of Bids- County Road 200 North Curve Correction Project

VIII. YOUTH SERVICES- REBECCA HUMPHREY

Contract for Teen Court Judge

Documents:

AGENDA02182020YOUTHSERVICESCONTRACTTEENCOURTJUDGE.PDF

IX. COMMUNITY CORRECTIONS- JASON HUBER

Collaboration with Purdue University- Statement of Work #1

Documents:

AGENDA02182020COMMUNITYCORRECTIONSSTATEMENTOFWORKPURDUE.PDF

X. GRANTS- SHARON HUTCHISON

XI. VILLA- DEANNA SIEBER

Agreement with Alis for computer program

Documents:

AGENDA02182020VILLAALISAGREEMENT.PDF

XII. APPROVAL OF BOND

Treasurer

Documents:

AGENDA02182020BONDTREASURER.PDF

XIII. UNFINISHED/NEW BUSINESS

XIV. REPORTS ON FILE

Clerk
Public Library
Treasurer

Documents:

AGENDA02182020REPORTSONFILECLERK.PDF
AGENDA02182020REPORTSONFILEPUBLICLIBRARY.PDF
AGENDA02182020REPORTSONFILETREASURER.PDF

XV. PUBLIC COMMENT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, January 28, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary John Thomas.

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and lead the Pledge of Allegiance

II. OPENING BIDS FOR PHASE 1 OF THE COURTHOUSE COURTROOMS RENOVATIONS

The following bids were opened:

Bid Package 1A - General Trades
-Tri-Tech Construction Services for $545,900.00
-Big Ben Builders for $812,880

Bid Package 1B - Millwork/Casework
-Stull Woodworks for $392,745.00

Bid Package 1C - Floor Covering
-New Concepts for $34,345.00

Bid Package 1D - Painting and Wall Coverings
-Heritage Classic Construction for $124,500.00
-Schwartz Painting for $137,905.00

Bid Package 1E - Plumbing
-Quality Heating and Plumbing for $109,000.00
-Brenneco for $79,950.00

Bid Package 1F – Heating, Ventilating & Air Conditioning
- Quality Heating and Plumbing for $173,000.00

Bid Package 1G - Electrical
-Brand Electric for $223,900.00
-Huston Electric for $349,159.00

Combination bids: **Bid Package 1E - Plumbing and Bid Package & 1F - Heating Ventilating & Air Conditioning**
-Quality Heating and Plumbing for $235,000.00

- Commissioner Murtaugh moved to take the bids under advisement, second by Commissioner Byers. Motion carried.

III. PUBLIC COMMENT – None

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 2/18/2020

Minutes prepared by John Thomas, Recording Secretary

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, February 3, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present: President Tracy A. Brown, Vice President Thomas P. Murtaugh. Commissioner Byers was absent.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, and Recording Secretary John Thomas.

I. President Brown honored the passing of Bryan Metzger, President of the County Council, for his long community service, the lives he touched and asked for a moment of silence.

II. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance.

III. **APPROVAL OF MINUTES** from Monday, January 21, 2020.

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Brown. Motion carried.

IV. **PRESENTATION OF ACCOUNTS PAYABLE AND PAYROLL** – Paula Bennett.

A. The claims from January 23, 2020 through February 3, 2020 were recommended for approval without exception.
- Commissioner Murtaugh moved to approve the Accounts Payable as presented, second by Commissioner Brown. Motion carried.

B. The payroll from January 24, 2020 was recommended for approval without exception.
- Commissioner Murtaugh moved to approve the Payroll as presented, second by Commissioner Brown. Motion carried.

V. **AWARDING & OPENING OF BIDS FOR PHASE 1 OF THE COURTHOUSE COURTROOMS RENOVATIONS**

A. Commissioner Murtaugh moved to approve the following bids, that were opened on December 28, 2019, and recommended by Tecton, second by Commissioner Brown. Motion carried.

Bid Package 1A - General Trades
-Tri-Tech Construction Services for $545,900.00
Bid Package 1B - Millwork/Casework
-Stull Woodworks for $392,745.00
Bid Package 1C - Floor Covering
-New Concepts for $34,345.00
Bid Package 1D - Painting and Wall Coverings
-Heritage Classic Construction for $124,500.00
Bid Package 1E-Plumbing Combined with Bid Package & 1F-Heating Ventilating & Air Conditioning
-Quality Heating and Plumbing for $235,000.00
Bid Package 1G - Electrical
-Brand Electric for $223,900.00

B. Attorney Masson Opened the following Bids for Phase 2
Bid Package 2A - Audio Visual
-Brand Electric for $499,000.00
-Business Information System for $709,508.79
- Commissioner Murtaugh moved to take the bids under advisement, second by Commissioner Brown. Motion carried.

VI. HIGHWAY – Stuart Kline presented and recommended:

2020 On Call Service Agreements with TBIRD, BFS, and VS Engineering.
- Commissioner Murtaugh moved to approve the agreements as presented, second by Commissioner Brown. Motion carried.

VII. CLERK

Attorney Masson presented an Agreement with Capital Recovery Systems Inc. for collection recovery services at no cost to the County.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Brown. Motion carried.

VIII. COMMUNITY CORRECTIONS – Jason Huber presented and recommended:

MOU with Total Court Services who will provide equipment and support services for alcohol and electronic monitoring, software & mobile applications.
- Commissioner Murtaugh moved to approve the agreements as presented, second by Commissioner Brown. Motion carried.

IX. GRANTS – Sharon Hutchison presented and recommended:

A. Permission to Apply for Grants:
From the State's Next Level Trails program for a 1.5-mile paved trail around Bicentennial Nature Area.
- Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Brown. Motion carried.

B. MOU:
MOU with the Tippecanoe County Area IV Agency on Aging and Community Action Programs for administration of an INDOT grant and implementation of the Tippecanoe County Rural Transportation Project. The Pass-Though Agreement for this project was signed on November 15, 2019.
- Commissioner Murtaugh moved to approve the MOU as presented, second by Commissioner Brown. Motion carried.

C. End of Year Report - 2019:
Forty grants were applied for in 2019, 80% were successful and those brought in over $3 million to County Departments.

X. AUDITOR – Bob Plantenga presented and recommended:

Financial Solutions Group agreement for the 2020 Continuing Disclosure Filings, not to exceed $2,000. The Disclosure is required annual by the Federal Trade Commission for the Jail bond.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Brown. Motion carried.

XI. UNFINISHED/NEW BUSINESS – None

XII. REPORTS ON FILE

-Tippecanoe County Building Commission
-Tippecanoe County Park Board
-Low Cost Spay Neuter Clinic
-Wabash River Enhancement Corporation (WREC)

XIII. PUBLIC COMMENT – None

Commissioner Murtaugh moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 2/18/2020

Minutes prepared by John Thomas, Recording Secretary

TIPPECANOE COUNTY
TEEN AND SCHOOL COURT JUDGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, **2020,** by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the "County"), by and through its Board of Commissioners, and **Sarah Wyatt**, (hereinafter referred to as the "Contractor");

WHEREAS, Contractor is an attorney licensed to practice law in the State of Indiana;

WHEREAS, the County desires to engage **Contractor** for the purpose of serving as a judge for the Teen / School Court project; and

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. DEFINITIONS: As used in this Contract:
   A. "Contractor" means Sarah Wyatt.

   B. "Area" means the corporate boundaries of the County, those being Tippecanoe County, Indiana.

   C. "Sub-Contractor" means an entity other than the Contractor that furnishes to the County and Contractor services or supplies (other than standard commercial supplies, office space or printing services).

2. SCOPE OF SERVICES: The Contractor shall serve as a judge for the Teen / School Court project. Teen Court will be held monthly for two hours and School Court will be held weekly for one hour. The County may engage more than one attorney to serve as a judge and, therefore, the parties agree that Contractor will likely serve only a portion of these hours.

3. TERM OF AGREEMENT: **This Agreement shall commence on the 1st day of July 2019, and end on the 30th day of June 2020.** The term of this Agreement may be extended by mutual consent of the County and Contractor, subject to termination provisions set forth herein.

4. AMENDMENTS: Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.

5. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this Agreement shall be performed in accordance with the terms and conditions of this Agreement.

6. SUBCONTRACTING: The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the County.

7. COMPENSATION: Contractor shall be compensated for full and complete satisfactory performance of this Agreement **at the rate of seventy-five dollars ($75) per hour. There may be more than one Contractor serving as judge for the program and the total compensation during the contract term for all Contractors serving as judges for the Teen / School Court project shall not exceed the total sum of three thousand one hundred forty one dollars ($3,141). This "not to exceed" amount is a maximum and not a guarantee.**

Contractor shall provide the County with regular invoices for services performed in a format as required by County together with any supporting documentation as required by County. Contractor shall not invoice the County and shall receive no compensation from County for preparing of invoices and/or supporting documentation or any other activity related to billing or invoicing County for compensation earned under this Agreement. Upon approval of invoices by the County, the County shall pay Contractor for the approved invoice within forty-five (45) days of approval.

8. [RESERVED]

9. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Contractor agrees to comply with the following requirements and standards:

A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Restrictions on Disbursements. No money under this Agreement shall be disbursed by the Contractor to any Sub-Contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement.

D. Records and Reports.

(1) Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by the County with respect to all matters covered by this Contract.

(2) Reports:

(a) At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, data and information as the County may request pertaining to matters covered by this Contract.

10. ACCESS TO RECORDS: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County for examination, all of its records with respect to all matters covered by this Agreement.

11. MONITORING AND AUDITS OF Contractor:

Contractors that receive any public funds (federal, state, or local government funds) may be subject to the audit requirements of Indiana Code 5-11-1-9 and the Indiana State Board of Accounts' Guidelines For Examination of Entities Receiving Financial Assistance From Governmental Sources. Contractor shall be responsible for determining what, if any, action is required of Contractor for compliance with those requirements.

12. TERMINATION OF AGREEMENT:

A. By giving thirty (30) days written notice specifying the effective date, the County may terminate this Contract in whole or in part for cause, which shall include:

(1) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement.

(2) Submission by the Contractor to the County of reports that are incorrect or incomplete, in any material respect;

(3) Ineffective or improper use of funds provided under this Agreement;

(4) Failure of the Contractor to supply the County with quarterly reports and annual audits as required by the County herein;

B. The Contractor may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the County, acted upon by the County within ten (10) days of receipt of the notice of request to terminate. The decision of the County shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

C. This Agreement may also be terminated by either the County or the Contractor in whole or in part, by mutual agreement setting forth the reasons for such termination,

the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

13. PROGRAM CLOSE-OUT: In the event the Contractor does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Contractor and approved by the County for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Contractor under this Agreement.

14. CLAIMS AGAINST THE COUNTY: The Contractor agrees to defend, indemnify and save harmless the County from any and all claims of any nature whatsoever which may arise from the Contractor's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Contractor liable for acts of the County, its officers, agents or employees.

15. GENERAL PROVISIONS

15.01 Independent Contractor. The parties agree that Contractor is an independent Contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

15.02 Insurance Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance (unless Contractor has provided shall be not less than the amounts shown below:

A. If Contractor has any employees (unless Contractor has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

1.	Worker's Compensation & Disability	Statutory
2.	Employer's Liability Bodily Injury Accident	$100,000 each accident
	Bodily Injury by Disease	$ 500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee

B.	Excess Auto Liability	$500,000 (single limit) (owned, hired & non-owned)
	Bodily injury & property damage	$500,000 each accident
C.	Umbrella Excess Liability	$1,000,000 each occurrence and aggregate

With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by County.

15.03 E-Verify Employment Eligibility Verification.

15.03.01 In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

15.03.02 Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that the Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

15.03.03 Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

15.03.04 County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

15.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Sarah M. Wyatt
P.O. Box 1535
Lafayette, IN 47902

To County:

Board of Commissioners of Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

Cary Home for Children
1530 South 18th street
Lafayette, IN 47905

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

CONTRACTOR	**COUNTY OF TIPPECANOE, STATE OF INDIANA**
_____	_____
Sarah Wyatt	BY: President, Board of Commissioners
DATE:_____	DATE:_____

ATTEST:

_____ DATE:_____

BY:

PURDUE
UNIVERSITY

STATEMENT OF WORK #1

This Statement of Work is issued pursuant to Section 2 of the Professional Services Agreement ("Agreement") between **Tippecanoe County Community Corrections** ("Consultant") and **Purdue University** ("Purdue").

Term:

Start Date: Jan 1, 2020

End Date: Dec 31, 2023

Scope of Services:

Tippecanoe County Community Corrections (TCCC) will assist with providing subject matter expertise related to the functional requirements and feedback for the unary and binary applications, as well as the data acquisition, analytics and communications systems being developed. The TCCC will assist in the selection and recruitment of participants for the research study component (n= 250). The TCCC will also assist with the consenting of the participants and dissemination of the smart devices for use during the study (smart watches and smart mobile phones).

Consultant: Tippecanoe County Community Corrections
2800 N 9th Street
Lafayette, IN 47904
765-742-1279
Email: jahuber@tippecanoe.in.gov

Client: **Purdue University**

Compensation:

The Consultant will be paid $10,000 lump sum.

Invoices must be submitted to:

Purdue University
Department of Computer & Information Technology

PURDUE
UNIVERSITY

Click here to enter text.
West Lafayette, IN 47907

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

PURDUE UNIVERSITY	**CONSULTANT'S NAME**
By:_____	**By:**_____
Name: Kathleen Thomason	**Name: Tippecanoe County Community Correction**
Title: Senior Director, Comptroller	**Title: Consultant**
Date: Click here to enter text.	**Date:** Click here to enter text.

ALIS Quote for Tippecanoe Villa

Date: 02/11/20

ALIS Subscription Packages

Included below are the ALIS Subscriptions packages and details:

ALIS Packages:	ALIS CORE	ALIS CLINICAL	ALIS COMPLETE
Modules Included	Prospects Resident eHR Nurses Notes Incident Reporting State Compliance eMAR Drug Counting	ALIS CORE *plus* Care Charting Resident Evaluations	ALIS CLINICAL *plus* A/R Management Approval Center Lease Management ALIS Connect ALIS Insights
Monthly Subscription at Capacity (AL/MC)	$8 per bed	$10 per bed	$12 per bed
Monthly Subscription at Census (AL / MC)	$9 per resident	$11 per bed	$13 per resident
Monthly Rate for Independent Living (IL)	$3 per bed or $4 per resident		
One-Time Onboarding (initial *community)*	$1,300	$2,600	$3,900
Additional Community Onboarding (each)	$650	$1,300	
Add-Ons	Medi-Span drug database connection + $0.50		
All packages include **unlimited** users, 24x7 support, ongoing remote training, custom reporting, and alerting.			

Notes on Subscription:

- **Each Community** will receive their first invoice 30 days after their implementation "Kick-off" call.
- **No Risk Guarantee:** You can cancel for up to 90 days after an Agreement is executed agreement signing at no charge or penalty. Onboarding amounts paid will not be refunded but the agreement will be cancelled.
- **Minimum Subscription:** In order to access ALIS, a minimum subscription of $180.00 per community per month is required.

ALIS Subscription Summary

Included below are the details of your ALIS subscription package – this package can be updated or modified by request.

Community Name and Address	ALIS Package	Total Beds / Residents	Rate	Maximum Monthly Subscription	Onboarding Cost
Tippecanoe Villa 5307 N County Rd 50 W West Lafayette, IN 47906	**ALIS Clinical**	Capacity: 96 Census: 81	$11 per resident	$1,056.00	$2,600.00

***Notes:** Any additional communities added beyond those listed above will require an additional agreement.

ALIS Clinical Onboarding:	$	2,600.00
Estimated Total Due At Signing:	**$**	**2,600.00**
ALIS Complete Subscription:	$	Varies, based on census
Estimated Total Due Monthly*:	**$**	**1,056.00**

*at full census

Onboarding Overview:

The ALIS Onboarding rates are one-time, fixed amounts **per building** based on averages provided by our ALIS Onboarding team, at a blended rate of $65/hour.

- ❖ Onboarding Amounts are invoiced before each community's "kick-off".

ALIS Onboarding assistance includes the following:

- Creation of Rollout project plan
- Consultation on community best practices
- Creation installation
- Resident & Staff Import assistance
- Floor plan configuration
- Community and company settings
- Configuration of compliance binder
- Digitization of 10 forms
- Community training & check ins

ALIS Onboarding assistance does not include the following:

- Data entry outside of export/imports
- Onsite training (available at a cost of $1000 per day)
- Hardware set up
- Digitization of more than 10 forms (additional forms can be digitized for $25 per form)

Additional Products and Services

Swipe card readers	$85 per reader	Swipe cards are an alternative to username and password login for security purposes. If purchased through Medtelligent, hardware qualification and all swipe card reader support issues will be handled by Medtelligent.
Swipe cards	$3 per card	Each staff member will require a swipe card and a 4-digit pin to log into ALIS.
Google Chromebooks and Management	Quoted upon request	Qualified and configured laptop/tablets can be purchased through Medtelligent, and remotely managed by the ALIS Support staff.
General Ledger Integration	Quoted upon request	ALIS partners with **Sage-Intacct** accounting software to provide an integrated solution for those looking to link ALIS Billing to a robust General Ledger and accounting package.

alis

ALIS SUBSCRIPTION TERMS

1. **Relationship of Parties.** Company will provide Client with access to its Assisted Living Intelligent Solutions, ("ALIS"), Company's proprietary web-based software application that Client can use to manage numerous aspects of its assisted living communities. Company provides ALIS on a software as a service ("SaaS") basis where one monthly subscription fee covers all items required for use and whereby Client accesses ALIS through Company's website alisonline.com ("ALIS Online"). ALIS is designed to scale as You grow. Accordingly, there is no set limit on the number of residents that can be entered into the system.

2. **Term:** The initial term of this Agreement shall be one (1) year. After the initial one (1) year period, this Agreement shall renew on a yearly basis unless and until terminated by the Parties pursuant to the terms of this Agreement (the "Term").

3. **Services Provided.** Company will provide Client with the following services (the "Services"):

a. *Setup and Configuration.* Company will provide support to Client for the setup and configuration of ALIS. Because ALIS is a software as a service, and accessed via ALIS Online, no local installation is required. No special or additional hardware or computers need to be purchased to implement ALIS. Company will work with You and Your team to setup and configure ALIS for its specific usage model and at all planned assisted living communities. This includes assistance with compliance schedule configuration, bulk data import and module settings. The Parties can explore additional customizations during the setup phase or at any time during the Term of this Agreement.

b. *Training.* Company will provide training for Your community and its representatives. One or more Company representatives will work directly with Client and one or more community administrators to configure and implement ALIS. Regular phone calls will be scheduled for the first several months to provide guidance and capture feedback. Following the successful launch of ALIS at each community, email support can be used for basic usage questions. On-site training is available and can be scheduled with a Company representative for an additional flat fee of $1,000 per each day scheduled on-site. Training may be performed live or via an Internet meeting session.

4. **Updates.** In general, a new version of ALIS is released every six weeks. Unless specific customizations or upgrades are requested by Client, all new modules and updates are included in Client's monthly subscription fee. Release notices and dates will be sent via email to all Client employees or agents that it may nominate at least one week in advance. In some cases a planned outage is needed for maintenance or to apply minor patches. These will be communicated as soon as possible, but not less than two days in advance. Additional details about ALIS updates and releases:

i. Usually scheduled for a Sunday night / Monday morning starting at 12 AM CST;

ii. Release dates are subject to change. All changes will be communicated via email;

iii. In most cases the release is completed within 30 minutes; and

iv. ALIS will be unavailable during the release.

Upon completion of the release a new version number is displayed within ALIS. All bug patches and new features will be communicated to the Client and community administrator.

In some cases a release will result in changes to the navigation/menu structure of ALIS or the look and feel of select pages. An email notice will be sent to the Client administrator to highlight and discuss the modifications, additions or updates to the user interface. Company's development team will make every effort to minimize and avoid such changes in order to maintain a consistent user experience.

5. **Customizations.** Client and Company will work together to address customization requests from Client. Depending on the complexity of the customization request, Company and Client will discuss all costs associated with the customization requests as well as the schedule for requested customizations. Estimated release dates and availability will be determined by Company's development team and communicated to You. The priority and order in which features are worked on will be at the sole discretion of the Company. Company's development team will make every attempt to meet communicated delivery dates for custom features. In some cases the feature may be moved to a later release due to delays, complications or other unforeseen/unplanned circumstances.

6. **Third Party Integrations.** Generally speaking, Company does not charge for integrating with third parties or for the use of any already existing integrations. In the event Client needs an integration specific to them (and no other clients), or needs a specific integration in place by a certain date, Company reserves the right to scope the project and discuss the costs associated with the integration with Client. Company makes all reasonable business efforts to integrate with third parties for the benefit of Client and all of Company's clients. However, all integrations are dependent on the technology backend, security protocols, willingness, and aptitude of the third party so Company retains the right to determine whether or not an integration will be scheduled and completed. All decisions will be communicated to Client timely to facilitate its business planning.

7. **Third Party Modules.** Company often partners with third party vendors to continue improving ALIS and to maintain ALIS's competitive edge in the market. All third party modules are included in Client's monthly subscription fee.

8. **Patches.** Reported bugs/issues will be patched at the next scheduled release date. Critical/show-stopper bugs may be patched immediately and made available during the next business day. All bugs are tracked in a database and closed/resolved based on priority.

9. **Support.** Both phone and email support is provided with Your ALIS subscription. Company's support policy is attached to this Agreement as Exhibit A. Company reserves the right to change its support policy as needed. Changes will be communicated two weeks in advance of taking effect.

10. **System Availability, backup, redundancy and data encryption services.** ALIS is deployed as an Internet application. The application and related databases are located in a commercial datacenter owned and operated by a major hosting provider. The details of the hosting company can be made available upon request. All ALIS data is backed up on a nightly basis. This includes data stored in the ALIS database as well as documents that have been scanned or uploaded. Backups are replicated and archived on an offsite server so they are available in case of any local system failures. All backups are encrypted and password protected. The ALIS system is installed in two physically separate datacenters for hardware and location redundancy. This enables Company to redirect sessions to a backup site to avoid or minimize downtime during a catastrophic failure. The datacenters are in different cities to avoid any service disruptions due to unplanned outages or natural disasters. The second installation is used as a failover site and is ensured to be in sync with the latest version of ALIS.

11. **Security.** Company diligently protects Your information stored in ALIS. Company has implemented stringent physical, electronic, and managerial procedures to safeguard and secure Your

information from loss, misuse, unauthorized access, disclosure, alteration and destruction. As applicable and required by law Company shall remain compliant with HIPAA, HITECH, and any other federal regulations protecting PHI transmitted electronically.

12. **Terms of Use.** Client agrees to Company's terms of use for ALIS. The terms of use will pop-up when Client logs onto ALIS.

13. **Additional Products and Services.** Company offers additional products and services on an a-la-carte basis, including but not limited, to data entry, on-site trainings, swipe card readers, Chromebooks, and more – these Additional Products and Services will be invoiced separately at the time of purchase. Company in its sole discretion, and at the request of Client, may combine Additional Products and Services with Client's monthly usage invoice

14. **Invoicing.** For Client's monthly subscription fee, Company will provide Client with an invoice on or before the 15th of the relevant month for Services to be provided. For example, the February 1 invoice will cover service for all of February. All invoices will be sent by mail to the Client's main office or email to the preferred address. Company will notify Client administrator via email if the preferred address is changed. Payments are due upon receipt.

15. **Late Payments.** If Client is more than 30 days in arrears on payment Company will notify Client through a statement and/or call. If Client fails to bring their account current within 30 days of being notified or is at any time more than two months late on payment Company will disconnect Client's Services until full payment or other arrangements are made. Company will not ever delete Client's information and Client will always have access to its information but will not be able to use for active tracking purposes.

16. **Termination by Client.** Client shall have the right to cancel this Agreement with thirty (30) days' notice at any time. In consideration for this right, if exercised by *any successor in interest* to the Client that is a Party to this Agreement, the Client has exceeded the initial 90-day No Risk Guarantee period, and provided Company is not in default of its obligations under the terms of this Agreement, Client shall pay a one-time contract buy-out fee of three (3) months of subscription fees for any community already onboarded. Client will not be entitled under the terms of this Section to receive any refund of set up fee amounts already paid to Company. After receiving Client's notice to terminate the Agreement, and as confirmation of the notice, Company shall issue a closing account invoice to Client in the buy-out amount with terms Net 30. Client shall have the right to terminate this Agreement sixty (60) days before any anniversary of this Agreement without the obligation to pay the buy-out fee amount specified in this Section. Client shall have no obligation to pay the termination amount if Company is in default of their obligations under the terms of this Agreement. Custom software feature requests of Client are not deemed as any "default" on the part of the Company.

17. **Termination by Company.** Company shall have the right to terminate this Agreement with sixty (60) days' written notice via email or letter if Client does any of the following:

a. Terminates or suspends its business;

b. Becomes subject to any bankruptcy or insolvency proceeding;

c. Becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority;

d. Has wound up or liquidated, voluntarily or otherwise;

e. Violates the terms of this Agreement including specifically but not limited to the payment, non-disclosure and non-solicitation terms; and/or

f. Takes any action that significantly impairs or precludes Company's ability to perform effectively under the terms of this Agreement.

18. **Dispute Resolution.** All claims or disputes between the Parties, arising out of or relating to this Agreement, shall be mutually resolved, if possible, through good faith negotiation between the Parties. The Parties agree that if any claim or dispute is not resolved by mutual agreement within sixty (60) days of the commencement of such good faith negotiations they will, before initiating any legal action, engage a mutually-acceptable mediator or an arbitrator to assist in evaluating and resolving such claim or dispute. All fees and expenses of such dispute resolution will be evenly divided between the Parties. Client shall retain read-only / print-only access to its records during any dispute resolution. Client shall not have full usage access rights during any dispute but, in addition to limited access rights, shall also have the right to request an extract file containing its information.

19. **Covenant of Non-Disclosure.** The Company promises and agrees to hold all information related to Client, not publicly available, as "Confidential Information" in strict confidence; to use the Confidential Information only for the purpose of providing Client with ALIS services (the "Business Purpose") or as requested by the Company; to only disclose the Confidential Information to those of its officers, employees, and agents to whom disclosure is necessary to carry out the Business Purpose; to not disclose the Confidential Information to third parties without prior written consent from the Client; and to advise each person to whom the Confidential Information must be disclosed of the terms and conditions of this Agreement and to have each person sign this Agreement before disclosure is made. The Parties agree to obtain each other's written permissions before using either Party's name in marketing or other public disclosures not required by law.

20. **Access Authorization.** By signing this Agreement, the Client agrees, acknowledges, and authorizes the Company to access the Client's systems and information *for the Business Purpose only*, specifically including but not limited to, updating the software, auditing the Client's resident information for billing and invoicing purposes, for training, as authorized by Client, and as necessary to ensure the proper functioning and security of ALIS and Client's information.

21. **Counterparts.** This Agreement may be executed in counterparts including via email and fax. Each counterpart shall be considered an original executed copy.

Date: 02/11/2020

Company: Medtelligent, Inc.

Signature: Trisha Cole

Name: Trisha Cole

Title: COO

Client: Tippecanoe Villa

Signature: _____

Name: _____

Title: _____

EXHIBIT A

ALIS SUPPORT POLICY

I. **GENERAL.** Both phone and email support is provided to You with Your ALIS subscription. Medtelligent, Inc. (the "Company") reserves the right to change its support policy as needed. Changes will be communicated in advance of taking effect.

II. **EMAIL SUPPORT.** There are no limits or restrictions on email support questions.

A. All Non-Critical Issues. Email support should be used for all non-critical issues, which usually constitutes about 90% of issues that arise, some examples include but are not limited to the following circumstances: Feature requests and changes; usage and training questions; minor bugs reporting; unexpected user interaction and/or results; and to configure system settings that are not accessible from within the application by the Client.

B. Email Support. The support email address is support@medtelligent.com. Support tickets and emails are responded to Mon – Fri from 8am – 6pm CST on an as soon as possible basis up to two hours from submission time. Emails regarding emergency issues received during holidays or off-support ours will be responded to within four hours. Non-emergency issues will be addressed as soon as possible or at the start of the next support period.

III. **TELEPHONE SUPPORT.** There are no limits or restrictions on telephone support questions.

A. Guidelines for Telephone Support. The support contact number is 1-888-404-ALIS (2547). The support phone hours are Mon - Fri from 8am to 6pm CST. During off peak hours customers are encouraged to call and leave a detailed message with the question or issue and will be responded to as soon as possible generally within 20 minutes. Emergency issues involving downtime will be responded to immediately; all other non-emergency inquiries will be responded to as soon as possible but not later than the next business day.

B. Voicemail. The Company will make every attempt to answer each support call. Under certain conditions all support members may be busy assisting other customers. In this case the Client is encouraged to leave a voice message and a support member will return the call as quickly as possible. Voice messages left outside of the phone support hours will be handled immediately if they pertain to an outage or major system fault/failure. Otherwise they are handled at the start of the next business day.

ALIS Software Pricing Package and Agreement

Payment Forms and Details

Billing Information

Who is responsible for Onboarding costs?

☒ Company ☐ Community

Who is responsible for Monthly Subscription costs?

☒ Company ☐ Community (*please send a list of contacts for each community*)

How would you like to receive the invoice? (Check all the apply)

☒ E-mail ☒ Mail

Primary Billing Address:

Company: Tippecanoe Villa

Street Address: 5307 N 50 W

City & State: W. Lafayette, IN

Zip Code: 46917

Primary Billing Contact:

Name: Tammy Mullendore

Title: Assistant Director

Phone: 765-463-3662

Email Address: tmullendore@tippecanoe.in.gov

Please find Credit Card Authorization and ACH(Direct Pay) Forms attached.

ALIS Software Pricing Package and Agreement

Credit Card Authorization Form

To pay fees using a credit card, simply complete and sign this form. By signing this form you agree to authorize Medtelligent, Inc., provider of your ALIS services, to process a payment on your behalf.

USE THIS CREDIT CARD FOR: ☐ Onboarding/One-Time ☐ Monthly/Recurring

CUSTOMER INFORMATION

LAST NAME | FIRST NAME | MIDDLE

COMPANY

CREDIT CARD INFORMATION

NAME AS IT APPEARS ON CREDIT CARD

BILLING ADDRESS

CITY | STATE | ZIP

PAYMENT AUTHORIZATION *We process credit card payments upon receipt.*

Please charge to the following credit card:

Credit Card Number: _____ - _____ - _____ - _____

Exp. Date: _____ (month/year) **Security Code:** _____

I authorize MEDTELLIGENT INC., to initiate credit card charges to the above referenced credit card account for the purpose of collecting payments related to my community's use of ALIS online. I authorize MEDTELLIGENT INC. to use a third party sender to process all payments as required.

Cardholder's Signature: _____

Date: 09/24/2019

ALIS Software Pricing Package and Agreement

Direct Payment Authorization Form: ACH Debit

USE DIRECT PAY FOR: ☐ Onboarding/One-Time ☐ Monthly/Recurring

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment.

I, on behalf of _____ authorize MEDTELLIGENT INC. ("Company") to electronically debit the account listed below (and if necessary or appropriate, electronically credit the account) as follows:

☐ Checking Account / ☐ Savings Account (select one) at the depository financial institution named below (either account selected referred to as the "DEPOSITORY").

I agree that ACH transactions I authorize comply with all applicable law.

Depository Name: _____

Routing Number: _____ **Account Number:** _____

Amount of debit(s) or method of determining amount of debit(s) [or specify range of acceptable dollar amounts authorized]:

_____

Date(s) and/or frequency of debit(s):

_____

I understand that this authorization will remain in full force and effect until I notify COMPANY by phone call, email to billing@medtelligent.com, or via letter to 213 W. Institute Place Suite #411, Chicago, IL 60610 to cancel such authorization. I understand that, pursuant to my Agreement with COMPANY, COMPANY requires at least 30 days prior notice in order to cancel this authorization.

Name(s): _____

(Please Print)

Date: _____

Signature(s): _____

TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing Assisted Living Intelligent Solutions (ALIS) Agreement ("Agreement") between **The Board of Commissioners of Tippecanoe County** (County) and **Medtelligent, Inc.** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Dispute Resolution - Section 18 of the Agreement shall be amended to read as follows: All claims or disputes between the Parties, arising out of or relating to this Agreement, shall be mutually resolved, if possible, through good faith negotiation between the Parties. The Parties agree that if any claim or dispute is not resolved by mutual agreement within sixty (60) days of the commencement of such good faith negotiations they will, before initiating any legal action, engage a mutually acceptable mediator to assist in evaluating and resolving such claim or dispute. All fees and expenses of such dispute resolution will be evenly divided between the Parties. Client shall retain read-only / print-only access to its records during any dispute resolution. Client shall not have full usage access rights during any dispute but, in addition to limited access rights, shall also have the right to request an extract file containing its information. Notwithstanding any other provision of this section, a Party may initiate legal action if a claim or dispute is not resolved within ninety (90) days of the Party providing written notice of the claim or dispute to the other Party.

Funding for a Multi-year Agreement - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Indemnification - The County's obligation to indemnify and hold harmless under the Agreement, if any, shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of County as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which County is immunized

by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence of fault of a claimant), so that County's liability and Contractor's liability, if any, resulting from this Agreement, shall not in any case exceed what might have been County's liability to a claimant had County been sued directly by the claimant in Indiana and all appropriate defenses had been raised by County.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

Affirmative Action - Contractor For the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of Contractor (and any Subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality, based upon race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing and internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract

for which the County shall be entitled to at its option: (1) Cancel, terminate, or suspend the contract in whole or in part; and/or (2) Declare Contractor ineligible for further County contracts.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars ($50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By:_____

Title:_____

Date:_____

ACCEPTED: Trisha Cole

MEDTELLIGENT, INC.
213 W. Institute Place, Ste 411
Chicago, IL 60610

By: Trisha Cole

Title: COO

Date: 01/31/2020

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Company ID Number:69740 Client Company ID Number:1495352

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Medtelligent Incorporated (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
   A. Scanning and uploading the document, or
   B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Medtelligent Incorporated (Employer) hereby designates and appoints Tracker Corp (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Medtelligent Incorporated	
Name (Please Type or Print) Trisha Cole	Title
Signature Electronically Signed	Date January 27, 2020
E-Verify Employer Agent Tracker Corp	
Name (Please Type or Print) Tracker Corp	Title
Signature Electronically Signed	Date January 27, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date January 27, 2020

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Medtelligent Incorporated
Company Facility Address	303 W. Institute Place 4th Floor Chicago, IL 60610
Company Alternate Address	303 W. Institute Place 4th Floor Chicago, IL 60610
County or Parish	Cook
Employer Identification Number	83-0417135
North American Industry Classification Systems Code	Publishing Industries (Except Internet) (511)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Illinois	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Trisha Cole
Phone Number	(888) 404-2547
Fax Number	
Email Address	trisha.cole@medtelligent.com

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Medtelligent, Inc.

By (Written Signature): Trisha Cole Hoyt

(Printed Name): Trisha Cole Hoyt

(Title): COO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Virginia

SS:

COUNTY OF Petersburg City

Subscribed and sworn to before me this 31st day of January, 20 20 by Trisha Cole Hoyt

My commission expires: 09/30/2021 (Signed) Lora A. Jarrett

a. Residing in Petersburg City County, State of Virginia

LORA A JARRETT
REGISTRATION NUMBER
7541533
COMMISSION EXPIRES
SEPTEMBER 30, 2021

Notarized online using audio-video communication

PUBLIC OFFICIAL BOND
State Form 55947 (11-15)
Approved by State Board of Accounts, 2015
INDIANA DEPARTMENT OF INSURANCE

Bond number **601085404**

Jennifer Marie Weston, as Principal, and

The Ohio Casualty Insurance Company, as Surety, as well as all heirs, executors, and administrators of the Principal and Surety, are bound, jointly and severally, to the **State of Indiana,** in the amount of $300,000.00, if subparagraphs (b) is violated. In all other respects, the following conditions apply to this Public Official Bond.

a) The Principal is duly elected, commissioned, appointed, or employed as Tippecanoe County Treasurer for _____ in the State of Indiana.

b) The Principal shall faithfully perform and fulfill his or her duties of the position named in subparagraph (a); including compliance with IC 5-11 and paying over on demand to the persons entitled or authorized to receive the same, all moneys that may come into his or her hands during the term of this Public Official Bond.

c) The term of this Public Official Bond is for a one (1) year term beginning on the 1st day of January, 2020 and ending on the 31st day of December, 2020.

d) This Public Official Bond cannot be continued, extended, or renewed as provided by IC 5-4-1-18(m).

e) This Public Official Bond complies with IC 5-4-1-18, and any conflict between this bond and the Indiana Code shall be resolved in favor of the statutory provisions.

f) The Legislature may change, modify, or repeal any relevant law now in force and exact and all laws during the existence of this Public Official Bond, but this Public Official Bond will remain in full force and effect, except for that which was directly altered by the change in law.

The Ohio Casualty Insurance Company	Jennifer Marie Weston
175 Berkeley Street	8322 N 1000 E
Boston, MA 02116	Lafayette, IN 47905
Attorney in Fact Kym Hussong	By Jennifer Marie Weston

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Accepted and approved this _____ day of _____, _____

OATH OF OFFICE

State of Indiana

County of Tippecanoe

I, Jennifer Marie Weston, do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of Indiana, and that I will discharge the duties of my office of Tippecanoe County Treasurer with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Jennifer Marie Weston

Sworn to and subscribed before me this _____ day of _____, A.D. _____

_____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Jennifer Marie Weston
Agency Name: THE MITCHELL AGENCY INC Bond Number: 601085404
Obligee: State of Indiana
Bond Amount: ($300,000.00) Three Hundred Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Kym Hussong** in the city and state of **Lafayette, IN**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 30th day of January, 2020.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING December 31, 2019 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1	Fees payable to the State		$ 172,116.79
2	Fees payable to the County		$ 177,178.64
3	Fees payable to city or town		$ -
4	Trust funds		$ 3,049,556.55
5	Support-ISETS		$ 55,606.83
6	Judgment Collections		$ 23,608.41
7	Cash on Hand		$ -
8	Bank Fees		$ -
9	Bank Acct Discrepancy & Converted Liability		$ (188,614.50)
10	Unclaimed Funds & Refund		$ 1,400.87
11	TOTAL CHARGES		**$ 3,290,853.59**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12	Odyssey Bank Account	BANK	$ 1,893,438.96	
13	Quest Bank Account	BANK	$ 10,072.81	
14	Isets Bank Account	BANK	$ 54,813.35	
15		BANK		
16	Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		**$ 1,958,325.12**	
17	ISETS Monthly Clerk's Support Record (246MCR)			
18	TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17			**$ 1,958,325.12**
19	Investments on hand at close of business last day of month			$1,331,609.64
20	Cash in office at close of business last day of month			$ 600.00
21	TOTAL			3,290,534.76
22	Cash Short (Add)			318.83
23	Cash Long (Deduct)			
24	PROOF (Line 11)		**$ 3,290,853.59**	**$ 3,290,853.59**

DEPOSITORY RECONCILEMENT

25	Balance per Statement(s)		$ 2,287,469.65	
	Subtotal Depository Balances		**$ 2,287,469.65**	
26	Deduct outstanding checks		$ 448,436.71	
27	**Net depository balance**		**$ 1,839,032.94**	
28	Deposits in transit	(see list below)	$ 71,858.93	
29	Bank fees		$ -	
30	INTEREST BEARING TRUST ACCOUNT		$ -	
31	MISC RECONCILING ITEMS	(See attached)	$40,681.94	
32	Participant recoupments (short)		$ 6,751.31	
33	Agency recoupments			
34	Balance in all depositories (line 18)		**$ 1,958,325.12**	**$ 1,958,325.12**
35	PROOF			$ -

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 7th day of January, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Account

FILED

FEB 05 2020

AUDITOR OF TIPPECANOE

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING January 31, 2020 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1	Fees payable to the State	$	366,949.37
2	Fees payable to the County	$	196,495.10
3	Fees payable to city or town	$	-
4	Trust funds	$	2,877,928.87
5	Support-ISETS	$	55,957.62
6	Judgment Collections	$	8,976.68
7	Cash on Hand	$	-
8	Bank Fees	$	-
9	Bank Acct Discrepancy & Converted Liability	$	(185,338.97)
10	Unclaimed Funds & Refund	$	1,390.87
11	TOTAL CHARGES	**$**	**3,322,359.54**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12	Odyssey Bank Account	BANK	$	1,924,144.49	
13	Quest Bank Account	BANK	$	13,120.28	
14	Isets Bank Account	BANK	$	52,566.30	
15		BANK			
16	Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		**$**	**1,989,831.07**	
17	ISETS Monthly Clerk's Support Record (246MCR)				
18	TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17				**$ 1,989,831.07**
19	Investments on hand at close of business last day of month				$1,331,609.64
20	Cash in office at close of business last day of month				$ 600.00
21	TOTAL				3,322,040.71
22	Cash Short (Add)				318.83
23	Cash Long (Deduct)				
24	PROOF (Line 11)		**$**	**3,322,359.54**	**$ 3,322,359.54**

DEPOSITORY RECONCILEMENT

25	Balance per Statement(s)		$	2,382,560.20	
	Subtotal Depository Balances		**$**	**2,382,560.20**	
26	Deduct outstanding checks		$	491,641.64	
27	**Net depository balance**		**$**	**1,890,918.56**	
28	Deposits in transit	(see list below)	$	52,183.10	
29	Bank fees		$	-	
30	INTEREST BEARING TRUST ACCOUNT		$	-	
31	MISC RECONCILING ITEMS	(See attached)		$39,978.10	
32	Participant recoupments (short)		$	6,751.31	
33	Agency recoupments				
34	Balance in all depositories (line 18)		**$**	**1,989,831.07**	**$ 1,989,831.07**
35	PROOF				$ -

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 4th day of February, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Account

FILED

FEB 05 2020

OF TIPPECANOE

FEB 13 2020

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR MONTHLY BOARD MEETING
Tuesday, February 4th, 2020

McAllister Room B
627 South Street, Lafayette, Indiana, 7:00 pm

Call to order
Pledge of Allegiance
Approval of Minutes: January 7th, 2020
County Librarian's Report for February 2020
Approval of Personnel Actions: February 4th, 2020

COMMITTEE REPORTS

Facilities	Finance	Personnel
Nominating	Foundation Liaison	Friends Liaison

OTHER REPORTS:

Friends of TCPL

OLD BUSINESS:

Draft Naming Policy

NEW BUSINESS:

Capital Assets Policy & Resolution
Outreach Recommendation

OTHER BUSINESS:

Approval of Claims
Comments from the Public
Comments from the Board
Comments from the Director

ADJOURNMENT

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR BOARD MEETING
627 South Street, Lafayette, Indiana
January 7th, 2020

MINUTES

Notice of the date, time, place and agenda for this meeting was posted in prominent public view at the Library and mailed to requesting media on Thursday, January 2, 2020 in conformity with the Indiana Open Meeting Act.

PRESENT:
Gail Summers, President
Stephen Bultinck, Vice-President
Dave Lahr, Treasurer
Mary Springer, Secretary
Brandon Hawkins, Member
Lora Goonewardene, Member

ABSENT:
Mida Grover, Member

GUESTS
Sharon, member of Leadership Lafayette
Harry Mohler, Local Architect
Janet Bessler, President, Friends of TCPL
Jos N. Holman, County Librarian

President Gail Summers chaired the regular Board meeting and called it to order at 7:00 p.m. A quorum was declared to conduct business for the library.

Board Secretary Mary Springer led the Board in reciting the Pledge of Allegiance.

Board member Brandon Hawkins moved the **Board Minutes** of December 3rd and December 23rd, 2019 be approved as presented. Board Vice President Stephen Bultinck provided a second and the motion passed.

Under the heading of the **County Librarian's Report**, Mr. Holman brought a few items to the Board's attention. He indicated he granted permission to a representative for the 2020 Census to set up a table once a week to recruit census workers at the downtown library. The representative was directly instructed that individuals cannot be solicited for these job opportunities. Individuals who approach the table on their own are allowed to engage in conversation. He also indicated Census recruitment materials were posted on bulletin boards at all TCPL locations. Mr. Holman reported TCPL's comprehensive insurance package was reviewed and accepted for renewal in late December. This insurance package covers general property and liability insurance, auto insurance, worker's compensation coverage, and commercial crime. There was an effort to comparison shop the insurance package with other companies, but Liberty Mutual still had the best quote. Once completed, the new branch will be changed from construction protection insurance to a regular status in the insurance package. The library's annual Dr. Martin Luther King, Jr. celebration will take place on Monday, January 20th at 11:00 a.m. in the downtown meeting room. The keynote speaker will be Dr. Cornelius Bynum, an Associate Professor of History in Purdue's College of Liberal Arts. The musical portion of the program will be presented by a men's group from Second Baptist Church. The program lasts for one hour with refreshments served afterwards.

Mr. Hawkins moved to approve the January 7th, 2020 **Personnel Actions.** Board member Lora Goonewardene seconded the motion and it passed unanimously.

Under the heading of **Committee Reports,** Board Treasurer Dave Lahr reported on behalf of the Ad Hoc Naming Committee. Mr. Lahr reminded the Board of the committee's recommendation of two names, Wea Plains and Wea Prairie for the new South branch. He also briefly mentioned the work of committee member Mary Springer in researching the geographic area. A formal motion will take place under the heading of New Business.

Under the heading of **Other Reports,** Friends President Jan Bessler shared a few things related to Friends activities. Mrs. Bessler reported the Friends are working on developing a slate of new officers for its next fiscal year. She also mentioned the Friends Scholarship committee was actively reviewing its application and criteria for eligibility in order to award spring scholarships. Finally, she indicated the Friends will hold their annual meeting on Tuesday, March 17, 2020 and invited the Board to attend. Also, under **Other Reports,** Mrs. Summers shared a document representing Board committee assignments for 2020. She asked for feedback regarding the assignments and indicated the assignments would stand as presented.

There was no **Old Business.**

Under the heading of **New Business,** the Board revisited its discussion on the name for the South branch. Mr. Lahr moved to approve the name "Wea Prairie" as the name of the almost completed South branch facility. Mrs. Springer provided a second to the motion. The motion was approved as presented.

Under the heading of **Other Business,** President Summers requested a motion to suspend the regular meeting. At 7:22 p.m., Mr. Bultinck moved to suspend the regular meeting and convene the Board of Finance to consider financial matters and routines for 2020. Mrs. Goonewardene seconded the motion and it passed. The first item of business was to elect a President and Secretary of the Board of Finance. It was suggested Board President Gail Summers and Board Secretary Mary Springer serve as officers of the Board of Finance. Mr. Bultinck moved to nominate and elect by consensus Gail Summers as President and Mary Springer as Secretary of the Board of Finance. Mrs. Goonewardene provided a second and the motion passed. Regarding the TCPL Investment Policy, Mr. Bultinck moved to reaffirm the Investment Policy of the Tippecanoe County Public Library. Mrs. Springer seconded the motion. The Board discussed what appears to be an outdated part of the policy dealing with Indiana Code 5-13-9. The County Librarian indicated he would check to see if the language in the Indiana Code was still relevant. The Board voted on and passed the motion. The County Librarian informed the Board of the local banks which served as depositories in 2019. Mr. Bultinck moved to designate the following banks as depositories for library funds in 2020: Old National Bank, First Merchants Bank and Kentland Bank. Mr. Hawkins provided a second and the motion passed. Mr. Hawkins moved that the Lafayette Journal & Courier and the Lafayette Leader be approved as designated newspapers to publish TCPL's legal advertisements in 2020. Mrs. Goonewardene seconded the motion and it passed. Mr. Bultinck moved to approve the request for advance tax draws from the County Auditor for the 2020 fiscal year. Mr. Hawkins provided a second and the motion passed. At 7:45p.m., Mr. Lahr moved to adjourn the Board of Finance meeting and reconvene the regular Board meeting. Mr. Bultinck seconded the motion and it passed.

Also, under **Other Business,** Mr. Lahr moved to approve the grand total of the claims listing presented by the County Librarian starting with claim number 29341 through 29401. The prewritten claims were $106,758.98 and the regular claims were $533,030.84 for a grand total of $639,789.82. Mr. Hawkins seconded the motion and it passed.

There was no **Other Business**.

Mr. Bultinck moved to adjourn the regular Board meeting at 7:58 p.m. Mrs. Goonewardene seconded the motion and it carried.

_____

Mary Springer, Secretary

EXHIBITS AND OTHER MATERIALS REFERENCED IN THESE MINUTES CAN BE INSPECTED AND COPIED IN THE ADMINISTRATIVE OFFICE, TIPPECANOE COUNTY PUBLIC LIBRARY, 627 SOUTH STREET, LAFAYETTE, INDIANA 47901-1470.

County Librarian's Report
February 2020

1. TCPL department heads have prepared quarterly reports reflecting departmental activities, services, and programs of 2019. The year-end statistics for various categories has also been finalized. Copies of the reports are included in this mailing.

2. TCPL was notified it was identified as a beneficiary in the estate of Robert and Gloria Comingore. Mrs. Comingore was born in Lafayette, but spent a good portion of her adult years in Oregon. Her great nephew, Dan Comingore is handling the affairs of her estate. Presently, TCPL is a beneficiary to an account held at Bank of America. The amount bequeathed to TCPL is estimated to be close to $20,000. These funds could really be helpful to putting the final touches on the Wea Prairie Branch.

3. TCPL's annual Family Read Aloud program starts on Tuesday, February 1st, 2020 and continues throughout the month. Several stand-alone programs will take place once a week and usually on Saturdays. The program is sponsored by the Friends of TCPL and the Purdue Federal Credit Union. A copy of the handout with program activities is included in this mailing.

4. The Friends of TCPL will have their annual meeting on Tuesday evening, March 17. The Friends will elect and install new officers and award staff scholarships. They usually auction off small book/library related items and refreshments are available at the end of the meeting.

5. The downtown library's Dr. Martin Luther King, Jr. holiday celebration went very well. There were about 150 people in attendance. It was challenging to count everyone with a standing room only crowd. Both the men's ensemble from Second Baptist and Dr. Cornelius Bynum as keynote speaker were very well received by the audience. It was a good program that engendered comraderies and conversation afterwards. TCPL received good TV news coverage of the event.

6. As a system, TCPL is diligently working on converting the downtown library print and non-print materials into a RFID (Radio Frequency Identification) collection. The target date of February 10, 2020 is within sight. Staff members are working very hard to meet the deadline. Two portable RFID stations with functioning equipment were rented to facilitate a ramped up effort to finalize this work. The goal is to make sure the downtown collection is completely converted before the Wea Prairie Branch opens.

7. The TCPL investment account with the bond issued monies to fund construction of the Wea Prairie Branch has done fairly well. To date, the total amount of interest generated is greater than $50,000. With less than two months of construction activity remaining, it is anticipated the account will need to be closed by May of 2020. Depending on the minimum amount necessary for deposit, TCPL's Finance committee may consider additional investment opportunities.

8. As of this writing, two TCPL staff members will attend the Public Library Association national conference in Nashville, TN in late February. Neal Starkey and Carrie Pedigo will attend the bi-annual conference that is the premier event for public libraries. With over 100 programs focused on public library services, programs, collections, and operations, this should be a good conference.

9. A new employee system orientation will be held on Wednesday, February 5th at 5:30 p.m. in the Friends Conference Room. Any TCPL staff member who has not previously attended this orientation should attend. Refreshments will be served.

10. The County Librarian was appointed to another year of service on the Lafayette Redevelopment Commission. During the January meeting, Mr. Holman was elected to serve as Commission President for 2020. The monthly meetings are usually held at 11:00 a.m. the third Thursday of the month, so it is a work-time commitment. Additionally, the County Librarian has applied to be a book in the Purdue Human Library 2020. The event is being held at the Purdue Memorial Union on February 25 from 2 p.m. to 7 p.m. This is my third year of participation as I really enjoy interacting with the students.

Prescribed by State Board of Accounts

Required by IC 36-2-10-16 and IC 5-13

MONTH ENDING: December 2019

CHARGES:

1	Total Taxes Collected (Not Receipted to Ledger or Refunded)		$1,260,620.43
2	Advance Collection of Taxes		$88,043.33
3	Bank,Building and Loan and Credit Union	UNSAFE BUILDING LEIN	$0.00
4	Bad Checks		$110.00
5	Cash Change Fund		$600.00
6	Conservancy District Collections		$566.21
7	Demand Fees		$73.00
8	Duplicate Billings		$0.00
9	Drainage Assessments		$6,811.19
10	Auto Rental Excise Tax	+HEAVY EQUIP RENTAL EXCISE	$211,782.84
11	Special Assessment Fee		$80.00
12	Vehicle License Excise Tax		$1,964,977.89
13	Sewage Collections	STORMWATER, SEWAGE,WEED,SIDEWALK, PENALTY ON SPA LIENS, MONEY OWED CTY	$1,776.45
14	Tax Sale Costs		$0.00
15	Aircraft License Excise Tax		$0.00
16	SURPLUS	+OUT OF STATE	$3,476.81
17	Watercraft Title and Registration Fees		$22,160.45
18	Watercraft Use Tax./RECONSTUCTION	RECONSTRUCTION	$0.00
19	Innkeepers	OVERPAYMENT	$0.00
	Personal Property Collection Fees		$694.52
	Ineligible Standard Homestead Ded Tax		$0.00
20	LOTTERY		$1,452,160.44
21	Total Balances of all Ledger Accounts-Cash		$108,144,085.22
22	Total Balances of all Ledger Accounts-Investments		$70,000.00
23	Total Charges		$113,228,018.78

CREDITS:

24	Depository Balances as Shown by Daily Balance of Cash and Depositories Record(List Detail On Reverse Side)			$106,141,555.48
25	Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)			$7,070,000.00
26	Total Cash on Hand at Close of Month:	$ 14,516.18		
	Currency	$600.00		
	Coins			
	Checks, Money order,etc.			
	Total Bad checks not included	$0.00		$15,116.18
27	Bad Check Not Collected			$0.00
28	_____			
30	Total			$113,226,671.66
31	Cash Short/Under (Add)			$1,347.12
32	Cash Long/Over (Deduct)			$ -
33	Proof		$113,228,018.78	$113,228,018.78

RECONCILEMENT WITH DEPOSITORIES

34	Balance in all Depositories Per DBR (Line 24 Above)	$113,211,555.48	
35	Outstanding Warrants-Checks(Detail by Deps on Reverse Side)	$962,930.02	
36	Bal in all Depositories Per Bk Stments(Detail on Rev Side)		$114,174,485.50
37	Deposits in Transit(Detail on Reverse Side)		$0.00
38	Proof	$114,174,485.50	$114,174,485.50

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash change Fund Advanced by County	$600.00
(b)Receipts Deposited in Depositories	$14,516.18
(c)Uncollected Items on Hand(List on Reverse Side)	$0.00
(d)Total(Must Agree With Line 26 Above)	$15,116.18

State of Indiana, Tippecanoe County: as: I, the undersigned Treasurer of aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

DATE 1/7/2020

Jennifer Weston

County Treasurer

FILED

JAN 07 2020

AUDITOR OF TIPPECANOE CO.

Required by IC 36-2-10-16 and IC 5-13

TIPPECANOE COUNTY TREASURER'S STATEMENT OF DEPOSITORY FOR THE MONTH OF: December 2019

Depository	Account Number	Bank Statements	Transit (Add)	Warrant-Checks (Deduct)	Accrued Interest	Balance of Cash & Depositories
Centier - Comm NOW checking	102784450	$3,467,940.08	$0.00	$0.00	$5,313.45	$3,462,626.63
1st Source Bank - Checking	10222529	$5,197,719.22	$0.00	$0.00	$8,286.02	$5,189,433.20
First Merchants - High Balance	9000645459	$29,373,160.33	$0.00	$0.00	$115,276.28	$29,257,884.05
First Merchants - Primary	9000645416	$4,047,894.30	$0.00	$0.00	$4,963.64	$4,042,930.66
First Merchants - Claims	9000720361	$885,901.27	$0.00	$729,658.75	$7,490.25	$148,752.27
First Merchants - Payroll Retirement	9000645432	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Flex Benefits	9000645467	$181,282.66	$0.00	$0.00	$250.88	$181,031.78
First Merchants - Flex II	9001164616	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Cary Home	9000645475	$2,426.07	$0.00	$0.00	$3.57	$2,422.50
First Merchants - Cum Bridge-	8390584	$3,156,044.83	$0.00	$0.00	$3,268.19	$3,152,776.64
First Merchants - J&C Hwy Escrow	620072213 OY	$5,899.36	$0.00	$0.00	$7.68	$5,891.68
First Merchants - Drain Maintenance	9000986906	$1,870,290.77	$0.00	$0.00	$2,666.85	$1,867,623.92
First Merchants - Gen Drain Maintenance	9000986892	$1,125,816.92	$0.00	$0.00	$1,707.22	$1,124,109.70
First Merchants - Highway Escrow	9000981572	$63,428.62	$0.00	$0.00	$99.50	$63,329.12
First Merchants - LR&S	8390606	$1,787,482.46	$0.00	$0.00	$2,643.31	$1,784,839.15
First Merchants - MVHA	9000981580	$3,033,125.25	$0.00	$0.00	$4,761.64	$3,028,363.61
First Merchants - 2018 Bonds/Fairgrounds	100199904	$13,928,869.08	$0.00	$0.00	$21,820.14	$13,907,048.94
First Merchants - Online Pymts/E-check	9001029050	$175,873.92	$0.00	$0.00	$922.65	$174,951.27
First Merchants - Law Enforcement Warrant Fu	9001167445	$591,894.94	$0.00	$0.00	$927.61	$590,967.33
First Merchants - Solid Waste Mgnt Dist	100279533	$354,245.63	$0.00	$0.00	$502.62	$353,743.01
First Merchants - Landfill Closure	100545365	$334,921.76	$0.00	$0.00	$525.41	$334,396.35
Staley Credit Union - Savings	40359	$31.66	$0.00	$0.00	$6.66	$25.00
Cambridge/TWM - EDIT Landfill	803-111150-009	$2,894,385.73	$0.00	$0.00	$2,176.82	$2,892,208.91
Cambridge/TWM - High Balance	803-010082-009	$15,791,519.08	$0.00	$0.00	$20,474.73	$15,771,044.35
Stifel (First Empire)	50M-165606	$10,269,788.02	$0.00	$0.00	$7,067.88	$10,262,720.14
Multi Bank Securities	8900512385	$3,340,715.62	$0.00	$0.00	$9,231.25	$3,331,484.37
1st Source Bank - Investments	611230012	$5,223,827.92	$0.00	$0.00	$12,877.02	$5,210,950.90
SUBTOTAL		$107,104,485.50	$0.00	$729,658.75	$233,271.27	$106,141,555.48
INVESTMENT		$7,070,000.00	$0.00	$0.00	$0.00	$7,070,000.00
TOTALS		$114,174,485.50	$0.00	$729,658.75	$233,271.27	$113,211,555.48

SCHEDULE OF UNCOLLECTED ITEMS ON HAND
(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount

Total $0.00

FILED
JAN 07 2020
AUDITOR OF TIPPECANOE CO

Prescribed by State Board of Accounts

Required by IC 36-2-10-16 and IC 5-13

MONTH ENDING: January 2020

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded)		$1,451,097.24
2 Advance Collection of Taxes		$175,956.17
3 Bank,Building and Loan and Credit Union	UNSAFE BUILDING LEIN	$0.00
4 Bad Checks		$165.00
5 Cash Change Fund		$600.00
6 Conservancy District Collections		$743.13
7 Demand Fees		$116.00
8 Duplicate Billings		$1.00
9 Drainage Assessments		$8,826.79
10 Auto Rental Excise Tax	+HEAVY EQUIP RENTAL EXCISE	$211,782.84
11 Special Assessment Fee		$180.00
12 Vehicle License Excise Tax		$2,934,575.00
13 Sewage Collections	STORMWATER, SEWAGE,WEED,SIDEWALK, PENALTY ON SPA LIENS, MONEY OWED CTY	$2,749.35
14 Tax Sale Costs		$0.00
15 Aircraft License Excise Tax		$5,352.85
16 SURPLUS	+OUT OF STATE	$3,741.21
17 Watercraft Title and Registration Fees		$27,946.19
18 Watercraft Use Tax./RECONSTUCTION	RECONSTRUCTION	$4,583.00
19 Innkeepers	OVERPAYMENT	$0.00
Personal Property Collection Fees		$500.63
Ineligible Standard Homestead Ded Tax		$0.00
20 LOTTERY		$1,923,782.15
21 Total Balances of all Ledger Accounts-Cash		$107,033,111.26
22 Total Balances of all Ledger Accounts-Investments		$70,000.00
23 Total Charges		$113,855,809.81

CREDITS:

24 Depository Balances as Shown by Daily Balance of Cash and Depositories Record(List Detail On Reverse Side)			$106,778,178.40
25 Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)			$7,070,000.00
26 Total Cash on Hand at Close of Month:	$ 5,808.39		
Currency	$600.00		
Coins			
Checks, Money order,etc			
Total Bad checks not included	$0.00		$6,408.39
27 Bad Check Not Collected			$0.00
28 _____			
30 Total			$113,854,586.79
31 Cash Short/Under (Add)			$1,223.02
32 Cash Long/Over (Deduct)			$ -
33 Proof		$113,855,809.81	$113,855,809.81 *

RECONCILEMENT WITH DEPOSITORIES

34 Balance in all Depositories Per DBR (Line 24 Above)	$113,848,178.40	
35 Outstanding Warrants-Checks(Detail by Deps on Reverse Side)	$529,712.98	
36 Bal in all Depositories Per Bk Stments(Detail on Rev Side)		$114,377,891.38
37 Deposits in Transit(Detail on Reverse Side)		$0.00
38 Proof	$114,377,891.38	$114,377,891.38

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash change Fund Advanced by County	$600.00
(b)Receipts Deposited in Depositories	$5,808.39
(c)Uncollected Items on Hand(List on Reverse Side)	$0.00
(d)Total(Must Agree With Line 26 Above)	$6,408.39

State of Indiana, Tippecanoe County: as: I, the undersigned Treasurer of aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

DATE 2/5/2020

Jennifer Weston
County Treasurer

FILED
FEB 06 2020
AUDITOR OF TIPPECANOE CO.

*1/31/2020 cashbook balance = $114,210,055.44, difference of $354,245.63 is SWMD, which has been transferred to new entity acct

Required by IC 36-2-10-16 and IC 5-13

TIPPECANOE COUNTY TREASURER'S STATEMENT OF DEPOSITORY FOR THE MONTH OF: January 2020

Depository	Account Number	Bank Statements	Transit (Add)	Warrant-Checks (Deduct)	Accrued Interest	Balance of Cash & Depositories
Centier - Comm NOW checking	102784450	$3,473,105.01	$0.00	$0.00	$5,164.93	$3,467,940.08
1st Source Bank - Checking	10222529	$5,205,995.79	$0.00	$0.00	$8,276.57	$5,197,719.22
First Merchants - High Balance	9000645459	$28,612,187.22	$0.00	$0.00	$48,645.53	$28,563,541.69
First Merchants - Primary	9000645416	$4,295,657.55	$0.00	$0.00	$4,517.28	$4,291,140.27
First Merchants - Claims	9000720361	$2,090,969.15	$0.00	$355,917.91	$2,178.52	$1,732,872.72
First Merchants - Payroll Retirement	9000645432	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Flex Benefits	9000645467	$151,543.89	$0.00	$0.00	$229.88	$151,314.01
First Merchants - Flex II	9001164616	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Cary Home	9000645475	$2,320.50	$0.00	$0.00	$3.80	$2,316.70
First Merchants - Cum Bridge-	8390584	$2,962,647.05	$0.00	$0.00	$4,935.31	$2,957,711.74
First Merchants - J&C Hwy Escrow	620072213 OY	$5,907.06	$0.00	$0.00	$7.70	$5,899.36
First Merchants - Drain Maintenance	9000986906	$2,171,975.66	$0.00	$0.00	$2,945.73	$2,169,029.93
First Merchants - Gen Drain Maintenance	9000986892	$1,163,260.66	$0.00	$0.00	$1,765.89	$1,161,494.77
First Merchants - Highway Escrow	9000981572	$63,528.01	$0.00	$0.00	$99.39	$63,428.62
First Merchants - LR&S	8390606	$1,739,450.90	$0.00	$0.00	$2,798.31	$1,736,652.59
First Merchants - MVHA	9000981580	$2,986,415.30	$0.00	$0.00	$4,750.12	$2,981,665.18
First Merchants - 2018 Bonds/Fairgrounds	100199904	$13,878,115.11	$0.00	$0.00	$21,822.03	$13,856,293.08
First Merchants - Online Pymts/E-check	9001029050	$27,987.56	$0.00	$0.00	$468.18	$27,519.38
First Merchants - Law Enforcement Warrant Fu	9001167445	$557,349.92	$0.00	$0.00	$900.65	$556,449.27
First Merchants - Landfill Closure	100545365	$335,446.56	$0.00	$0.00	$524.80	$334,921.76
Staley Credit Union - Savings	40359	$31.66	$0.00	$0.00	$0.00	$31.66
Cambridge/TWM - EDIT Landfill	803-111150-009	$2,905,155.26	$0.00	$0.00	$10,769.53	$2,894,385.73
Cambridge/TWM - High Balance	803-010082-009	$15,798,397.23	$0.00	$0.00	$6,878.15	$15,791,519.08
Stifel (First Empire)	50M-165606	$10,299,179.43	$0.00	$0.00	$29,391.41	$10,269,788.02
Multi Bank Securities	8900512385	$3,343,385.62	$0.00	$0.00	$2,670.00	$3,340,715.62
1st Source Bank - Investments	611230012	$5,237,879.28	$0.00	$0.00	$14,051.36	$5,223,827.92
SUBTOTAL		$107,307,891.38	$0.00	$355,917.91	$173,795.07	$106,778,178.40
INVESTMENT		$7,070,000.00	$0.00	$0.00	$0.00	$7,070,000.00
TOTALS		$114,377,891.38	$0.00	$355,917.91	$173,795.07	$113,848,178.40

SCHEDULE OF UNCOLLECTED ITEMS ON HAND
(Checks and other items returned by depositories and in process of collection at close of month)

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FILED
FEB 05 2020
AUDITOR OF TIPPECANOE CO.