

Darrell Dahlen T1010076LD

Commissioners Journal # 86 Page 417

August 14, 2017

Subject: Bills – Approved – Madison County

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

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

Subject: Transfer – Approved – EMA

Mr. Hunter moved per the request of Roger Roberts, EMA Director, to approve the transfer for the following:

Transfer from: EMA/EMG Other (2030-R200-5-0046) in the amount of \$500.00.

Transfer to: Citizens Corp (2034-0000-4-0010) in the amount of \$500.00.



Madison County  
Emergency Management Agency

MADISON COUNTY  
COMMISSIONERS  
AUG 14 2017

To: Madison County Commissioners  
From: Roger Roberts  
Re: Fund Transfer  
Date: August 14, 2017

I respectfully request a transfer from account (#2030-R200-50046) to the following account:

TRANSFER: \$ 500.00 TO: 2034-0000-40010 Citizen Corp

Thank you,

*Roger Roberts*

Roger Roberts  
Director

MADISON COUNTY COMMISSIONERS

*[Handwritten signatures]*

\*Safety Expo

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

Subject: Transfer – Approved – Sanitary District Transfers

Mr. Hunter moved per the request of Rob Slane, Administrator, to approve the transfer for the following:

- Transfer from: I/70 Sewer Salary (6040-P000-5-0020) in the amount of \$61,517.40.
- Transfer from: I/70 Sewer PERS (6040-P000-5-0042) in the amount of \$7,997.26.
- Transfer from: I/70 Sewer Medicare (6040-P000-5-0044) in the amount of \$799.73.
- Transfer from: I/70 Sewer W Comp (6040-P000-5-0506) in the amount of \$1,230.35.
- Transfer from: I/70 Sewer Insurance (6040-P000-5-0100) in the amount of \$1,167.78.
- Transfer from: I/70 Sewer Vision (6040-P000-5-0102) in the amount of \$15.81.
- Transfer from: I/70 Sewer Life (6040-P000-5-0103) in the amount of \$89.09.

Transfer to: Sanitary District (6020-0000-4-0100) in the amount of \$72,817.42.



**Madison County**  
**Sanitary Sewer & Water District**

PO Box 623/815 US 42 NE  
London, Ohio 43140  
Phone: 740-845-1702  
Fax: 740-845-1703

MADISON COUNTY  
COMMISSIONERS  
20 AUG - 7 PM 3:00

August 2, 2017

Madison County Commissioners  
Courthouse  
London, Ohio 43140

Gentlemen:

I am requesting to transfer \$72,817.42 into the Madison County SS/WD Fund (6020) to cover the salaries from Sewer District #1 (6040-1-70/42) for 2017.

- Transfer \$61,517.40 from (6040-P000-50020) SSD#1 (1-70/42): Salary
- Transfer \$7,997.26 from (6040-P000-50042) SSD#1 (1-70/42): PERS
- Transfer \$799.73 from (6040-P000-50044) SSD#1 (1-70/42): Medicare
- Transfer \$1,230.35 from (6040-P000-50506) SSD#1 (1-70/42): W Comp
- Transfer \$1,167.78 from (6040-P000-50100) SSD#1 (1-70/42): Insurance
- Transfer \$15.81 from (6040-P000-50102) SSD#1 (1-70/42): Insurance-Dental
- Transfer \$89.09 from (6040-P000-50103) SSD#1 (1-70/42): Insurance-Life

Transfer \$72,817.42 into (6020-0000-40100) Madison County SS/WD: Transfers In

Thank you for your cooperation.

Respectfully,

Rob Slane

RS:azap

MADISON COUNTY COMMISSIONERS

Approved:

Disapproved: \_\_\_\_\_

Date: 8-14-17

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

Burnett Stephens T:1010070LD

**Subject: Transfer – Approved – Fairground**

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

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$3,000.00.

Transfer to: Fairgrounds (4200-0000-1-1010) in the amount of \$3,000.00.

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

**Subject: Appropriation – Approved – Fairground**

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

Appropriate: Fairground Improvement (4200-P100-5-0046) in the amount of \$3,000.00.

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

**Subject: Increase PO Funding – Approved – Fairground**

Mr. Hunter moved to approve the PO funding increase for the following:

Increase PO#1377 (4200-P100-5-0046) in the amount of \$3,000.00.

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

**Subject: Budget Revision – Approved – Veterans**

Mr. Hunter moved per the request of Jennifer Moore, CVSO, to approve the budget revision for the following:

Decrease: Veterans Allowances (1000-A09C-5-0060) in the amount of \$5,000.00.

Increase: Veterans Outreach (1000-A09D-5-0403) in the amount of \$5,000.00.



MADISON COUNTY  
COMMISSIONERS  
AUG 14 2017

## Memo

**To:** Madison County Commissioners  
**From:** Madison County Veterans Service Center – Jennifer L. Moore  
**cc:**  
**Date:** 14 Aug 2017  
**Re:** Transfer of funds Revision

County Commissioners, please adjust the following line items.

**Take from:**

Allowances – 1000-A09C-50060 - \$ 5,000.00

**Transfer to:**

Outreach – 1000-A09D-50403 - \$ 5,000.00

Please contact me if there are any questions or concerns about this matter.

Thank you,

Jennifer L. Moore

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

Subject: Budget Revision – Approved – Commissioners Other

Mr. Hunter moved to approve the budget revision for the following:

Decrease: Commissioners PERS (1000-A01A-5-0042) in the amount of \$3,000.00.

Increase: Commissioners Other (1000-A01A-5-0046) in the amount of \$3,000.00.

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

Subject: Budget Revision – Approved – Courthouse Equipment

Mr. Hunter moved to approve the budget revision for the following:

Decrease: Commissioners Medicare (1000-A01A-5-0044) in the amount of \$10,000.00.

Decrease: Commissioners Health (1000-A01A-5-0100) in the amount of \$2,170.00.

Decrease: Commissioners Vision (1000-A01A-5-0102) in the amount of \$1,500.00.

Decrease: Commissioners Dental (1000-A01A-5-0101) in the amount of \$500.00.

Increase: Courthouse Equipment (1000-A04B-5-0070) in the amount of \$14,170.00.

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

Subject: Appropriation – Approved – Courthouse Equipment

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

Appropriate: Courthouse Equipment (1000-A04B-5-0070) in the amount of \$14,170.00.

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

Subject: Increase PO Funding – Approved – Courthouse Equipment

Mr. Hunter moved to approve the PO funding increase for the following:

Increase: Courthouse Equipment PO#1066 (1000-A04B-5-0070) in the amount of \$14,170.00.

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

Subject: Appropriation – Approved – Permanent Improvement

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

Appropriate: Permanent Improvement Project (4045-N000-5-0804) in the amount of \$825.00.

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

**Subject: Increase PO Funding – Approved – Medical Handicapped Children**

Mr. Hunter moved to approve the PO funding increase for the following:

Increase: Medical Handicapped Children PO#1075 (1000-A07A-5-0308) in the amount of \$13,109.43.

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

**Subject: Account Name Revision – Approved – Family Council**

Mr. Hunter moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the following:

Change the account name of 7046-0000-1-1010 from Family Council CTF to Family Council – Strong Families Safe Communities.

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

**Subject: Create New Revenue Account Line – Approved – Family Council**

Mr. Hunter moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the following:

Create new revenue account line item (7046-0000-4-0100) to receive federal funding in the amount of \$50,000.00.

Create new revenue account line item (7046-0000-4-0300) to receive local funding in the amount of \$13,000.00.

Maintain revenue line item (7046-0000-4-0200) to receive state funding in the amount of \$50,000.00.

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

**Subject: Increase Funding – Approved – Family Council**

Mr. Hunter moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the following:

Increase funding for Family Council CTF (7046-T890-5-0140) in the amount of \$113,000.00.

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



*Strengthening Families Through Community Collaboration*

August 11, 2017

Madison County Auditor  
1 North Main St.  
London, Ohio 43140

To Whom It May Concern:

I respectfully request that the following budget changes be made for CY 2017 to allow for Receipt and Expenditure of new grant funding received from a Strong Families Safe Communities grant. This grant was written by the Mental Health and Recovery Board of Union County as a dual county grant for Union and Madison.

Please change the name of Account 7046-0000-11010 from Family Council CTF to Family Council- Strong Families Safe Communities

Please establish a revenue line item 7046-0000-40100 to receive federal funding  
Please establish the revenue line item 7046-0000-40200 to receive state funding  
Please establish a revenue line item 7046-0000-40300 to receive local funding

Revenue budget for line item 7046-0000-40100 will be \$50,000.00  
Revenue budget for line item 7046-0000-40200 will be \$50,000.00  
Revenue budget for line item 7046-0000-40300 will be \$13,000.00

Please increase the current budget for line item 7046-T890-50140 from \$0 to \$113,000.00 to allow for transfer of funding.

Respectfully,  
Sherry R. Baldwin  
Sherry R. Baldwin  
Fiscal Operations  
Madison County Dept. of Family and Children

Cc: Madison County Commissioners

740/852-5343 Phone  
740/852-6091 Fax  
PO Box 624, 200 Midway St.  
London, Ohio 43140

Subject: Contract Change Order – Approved – Clevenger Road Project

Mr. Dhume moved per the request of Whitaker Wright, CDC Consultant, to approve the change order for the Madison County 2015 CDBG Street Improvements Clevenger Road Project to be extended to August 31, 2017.

Madison County (201) Page 1

Madison County (201) Page 2

**CHANGE ORDER**

Project	Madison County 2015 CDBG Street Improvements Clevenger Road Project
Owner	Madison County Commissioners
Contractor	Stevens Parking Company Inc
Change Order No.	No. 1
Date	August 14, 2017
Agreement Date	Aug 23, 2017

The following changes are being made to the CONTRACT DOCUMENTS:

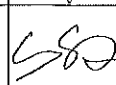
The Contract Time has been extended to August 31, 2017.

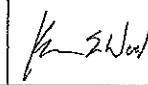
Justification:

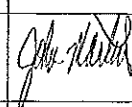
The Contractor requested a new contract that has provided for completion of the project.

Change Order No. 1	
Original Contract Price Price	\$3,188,800
Change to Contract Price	Nil
Change to Completion Date	August 31, 2017

**Approved By:**

Contractor:	Stevens Parking
Signature:	
Name/Title:	Guy Starnes, Asst. Mgr./Asst. Treas.
Date:	8/14/17

Mount Sterling Engineer:	
Signature:	
Date:	8/14/17

Village of Mount Sterling:	
Signature:	
Date:	8-11-2017

Owner:	Madison County Commissioners
Signature:	
Name/Title:	Mark A. Farwell, President
Date:	

Barrett Brothers T1610070LD

Madison County Page 2

Approved By:

Contractor:	Stevens Farming
Signature:	
Name Title:	
Date:	

Mount Sterling Engineer:	
Signature:	
Date:	

Village of Mount Sterling:	
Signature:	<i>John R. Hunter - Village Administrator</i>
Date:	8/16/17

Director:	Madison County Commissioners
Signature:	<i>Mark A. Forrest</i>
Name Title:	Mark A. Forrest, President
Date:	8-14-17

Page 2 of 2

Page 2

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

Subject: Income Report – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the housing semi-annual program income report.

Date Printed: 7/25/2017 Org. No: 185

**Housing Semi-Annual Program Income Report**

**A. Housing Program Income Status:**

	CDCS Funds (Balance on record: \$6558.43)	Receipts/Disbursements HOME Funds (Balance on record: \$3260.14)
Balance as of 12/31/2015	\$ 6,558.43	\$ 32,260.14
Program Income Received	\$ 6,558.20	\$ 0.00
Bank Interest Received	\$ 0.00	\$ 0.00
Program Costs (Must Match Total in Section 2)	\$ 0.00	\$ 0.00
Administrative Costs	\$ 0.00	\$ 0.00
Balance Reserved for O&P Prog.	\$ 0.00	\$ 0.00
Balance as of 6/30/2017	\$ 13,657.63	\$ 32,260.14

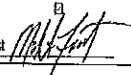
**B. Detailed Activity Information for Housing Program Income:**

Program Activity	CDCS Funds	Outcomes *	HOME Funds	Outcomes *
Downpayment Assistance (DPA)	\$ 0.00	0	\$ 0.00	0
OAA/Private Rehabilitation	\$ 0.00	0	\$ 0.00	0
Private Rehabilitation	\$ 0.00	0	\$ 0.00	0
Home Repair	\$ 0.00	0	\$ 0.00	0
Private Rental Rehab	\$ 0.00	0	\$ 0.00	0
New Construction	\$ 0.00	0	\$ 0.00	0
Tenant Based Rental Assist	\$ 0.00	0	\$ 0.00	0
Other Program Costs	\$ 0.00	0	\$ 0.00	0
(Other costs description)				
Total Program Costs	\$ 0.00		\$ 0.00	

On an additional sheet, identify any issues or concerns with the above listed program costs and outcomes. Include all costs but only list as an outcome if the work/project has been completed and reviewed by local program staff.

\* Outcomes should be Reported in Total Units Completed in this Reporting Period.

I certify that to the best of my knowledge the data in this report has been verified to be true and correct as of the date of this report. (Click to certify)

Type Certifier Name: Mark A. Forrest 

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



Darrin Dethman T1610702.C

Subject: Contract – Approved – Community Development Consultants (CDC)

Mr. Dhume moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Buckeye Septic, for the Madison County's PY2016 CDBG Program London Improvements.

CDC OF OHIO, INC.

Community Development Consultants

MADISON COUNTY  
100 S. STATE ST.  
LONDON, OH 40301  
(614) 251-6301

MADISON COUNTY  
COMMUNITY DEVELOPMENT

8/14/17 4:53

Madison County CDBG Program

August 14, 2017

Madison County Board of Commissioners  
Madison County Court House  
100 Main Street, P.O. Box #11  
London, OH 40301  
Attn: Nancy Wiseman

Madison County CDBG Program  
Contract Signature Cover Sheet

Re: Madison County's PY 2016 CDBG Program  
London Improvements - Buckeye Septic Contract

Per OCD and the ORC, order of signatures:

Dear Sirs,

Enclosed are three copies of the contract between the County and Buckeye Septic Tank Company for London's drainage and sewer improvements. Please ask the County Auditor to review and sign off on the documents. Once the Auditor's review is complete, please ask the Board to sign packets in the places indicated by the flags. The County Prosecutor may sign off after the Commissioners sign the contract documents.


\_\_\_ County Auditor

\_\_\_ County Commissioners

\_\_\_ County Prosecutor

Please keep one copy of the signed contract for the County's records. Mail the other two signed copies to our offices. We will send Buckeye Septic its copy of the contract. If you have any questions, please do not hesitate to telephone me at (614) 445-4171.

Sincerely,

  
Whitaker W. Wright  
Senior Planner

Enclosure

c. E

Madison County CDBG Program - Buckeye Septic Company Contract - Copy Cover Sheet

RECEIVED  
COMMISSIONERS  
AUG 14 2017

CONTRACT

THIS AGREEMENT made this 14th day of August, 2017, by and between Palmer Street Company, Inc., hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE I, Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, material, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements indicated in the project, namely, cleaning and sewer improvements and required supplemental work for the London Tolland Sewer & Tolland and Oak Street Drainage Improvements Project all in strict accordance with the Contract Documents including all addenda thereto, as all as prepared by Madison County, which and in these Contract Documents heretofore referred to as the "Work".

ARTICLE II, The Contract Price

The Owner will pay the Contractor for the total quantity of work performed at the unit prices specified in the Bid for the respective items of work completed for the sum set to amount Twenty Nine Thousand Five Hundred TEN AND NO/100 Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE III, Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda

c. All documents of the Quote Packet entitled: Bid Packet for Madison County - Tolland Sewer & Tolland and Oak Street Drainage Improvements Project, dated June 2017 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER:  
MADISON COUNTY BOARD OF COMMISSIONERS

Richard Forest  
Signature

Mark A. Forest  
Signature



Richard Forest  
Typed/printed name

Mark A. Forest  
Typed/printed name

Richard  
Title

President  
Title

<sup>1</sup> These fees and expenses are a separate obligation not subject to the limit of the bid of the Contractor, and shall be paid by the Contractor.

<sup>2</sup> Each principal hereof is a resident of the State of Ohio.

Burnett Brothers T1010704.D

Contractors

I, Richard Gornet, certify that I am the President of the corporation named as Contractor herein, that I signed this Agreement on behalf of the Contractor, was then the authorized officer of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

Buckeye Septic Tank Co. - Corporate

SAL

Or

I, [Signature], certify that I am the vice president of [Signature] located at [Signature] on the Contractor named herein, that I signed this Agreement on behalf of my company.

[Signature]

July 9, 2017 Date

State of Ohio, County of [Signature]

Signed and sworn to before me this 9 day of July, 2017.



Corinne Williams Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporate signature of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

NOTICE OF AWARD

To: Buckeye Septic Tank Company, Inc. 431 West Jefferson - Arcesville, OH 45612 West Jefferson, Ohio 45142

PROJECT Description: Madison County - City of London Sewer and Drainage Improvements Project

The OWNER has considered the PROPOSAL submitted by you on July 3, 2017 for the above described WORK in response to its Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of:

Twenty-Nine Thousand Five Hundred (\$29,500.00) Dollars

You are required by the information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17 day of July, 2017.

Madison County Board of Commissioners, Owner

[Signature]

Title: President (A-ELECTED PRESIDENT)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Table with 2 columns: Field and Value. Fields include Company (Buckeye Septic Tank Company, Inc.), Date (8/9/17), Signature (Richard Gornet), and Printed Name (Gornet).

c CONTRACTOR'S Surety Surety Agent

NO PURCHASE NECESSARY

Form 144-10-3, Lucas, OH  
Rev. 12/97

Project of: Bishop Sigmund, Inc. (hereinafter called "Bidder") a corporation, partnership and existing under the laws of the State of Ohio, a partnership or an individual doing business as \_\_\_\_\_

To the Madison County Board of Commissioners (hereinafter called "Owner")

Confession

The Bidder, in accordance with your invitation to bid for the construction of (hereinafter hereinafter located in the City of Lucas, Ohio, hereby executed the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project within \_\_\_\_\_ (not less than 90 days) thereafter as specified in the specifications. Bidder further agrees to pay an anticipated change order price of \$10,000 per day for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following information:

\_\_\_\_\_

\_\_\_\_\_

Bidder agrees to perform all the work described in the drawings and specifications for the following described work items:

The attached and price shall include all labor, materials, hauling, clearing, removal, overhead, profit, insurance, etc., to cover the finished work of the several items called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to receive any information in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bond as required by the General Conditions. The bid security attached in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract is not awarded within the time shown on back, or liquidated damages for the delay and additional expense to the Owner caused thereby.

I respectfully submit:

*[Signature]*  
(Print Name)

President

(Title)

(22% if bid is by a corporation)

630 W. Jefferson, P.O. Box 88, West Jefferson, OH 43082  
(Include Address and Zip Code)

C1471853 (Ohio RFP 7-09) for most request  
(Include Number and Fee Number)

15-41-050

(Print ID #)

\_\_\_\_\_

(Print Name)

Camera Operator: T1610070LD

Madison County CDBG Program

Madison County CDBG Program

Madison County PY 2016 CDBG Program  
City of Leodosia Toland and Oak Streets Improvement Project

Madison County PY 2016 CDBG Program  
City of Leodosia Toland and Oak Streets Improvement Project

Proposed activities are set out in Section A, Section B or Section C, and B. The County reserves the right to issue separate contracts for Section A and for Section B. Please check each and any sections not included in the bid.

Section A. Toland Street Sewer Replacement

Total Base Bid:	129,500.00
Total Base Bid in Words:	Twelve nine Thousand Five Hundred dollars

Item	Quantity	Unit Price	Total
Replace 18" dia 4' dia Sewer Pipe	1	21,100.00	21,100.00
Concrete Backsiphon Sewer Lateral	1	2,100.00	2,100.00
Install New Manhole at end of Sewer Main	1	3,100.00	3,100.00
Install Backsiphon Device	1	2,350.00	2,350.00
Repair Lateral for Existing Device	1	1,500.00	1,500.00
Concrete Seal and Stone at Manhole Area	1	2,100.00	2,100.00
<b>Subtotal</b>			<b>32,250.00</b>

Bidder's Name: Buckeye Splice Tank Co. Inc. (Printed Name)  
(Printed Name)

(SEAL - if Bid is by a corporation)

Signature: [Signature]

Company Name: Buckeye Splice Tank Co. Inc.

Company Address: 740 W.S. Kirtland Rd

West Jefferson, OH 43082

Company Phone Number: 614-871-8361

Tax ID Number: 31-9442808

Section B. Toland and Oak Street Drainage

Item	Quantity	Unit Price	Total
Remove and Replace 18" dia Catch Basin at Lincoln and Oak Street	1	1,100.00	1,100.00
Install 18" dia Catch Basin on Existing Line along Lincoln north of Oak Street	1	850.00	850.00
Install 18" dia Catch Basin and 40' dia 4" W.I. along Toland Street	1	2,350.00	2,350.00
<b>Subtotal</b>			<b>4,300.00</b>

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF WORKING QUANTITY OF PERSONAL PROPERTY TAXES

O.R.C. 5704

STATE OF OHIO, Madison County

To: Madison County Clerk of Courts

The undersigned, being the duly sworn, being hereunto certified by you in writing that we are not charged with the tax for the year submitted with any delinquent personal property taxes on the parcel or parcels of personal property of any party in which you are being delinquent herein and that we were not charged with delinquent personal property taxes on any such tax list in violation of the need of the above stated to have returned in compliance with said statute in a percent of the delinquent.

Handwritten signature of Contractor/Supplier

Given to whom or not returned in my presence this 9 day of Aug 2017.

Handwritten signature of Clerk of Courts



Notary Public Seal

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, [Company Name], Principal and [Insurance Company Name] as Surety, as hereby held and firmly bound unto Madison County Board of Commissioners the Contractor called the Obligor, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligor on July 4, 2017 to undertake the project known as City of London Island and Oak Streets Improvement Project.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligor, incorporating any additive or deductive amounts proposed made by the Principal on the date referred to above to the Obligor, which are accepted by the Obligor. In no case shall the penal sum exceed the amount of \$ [Amount] DOLLARS. If this then is full bid, the penal sum will be the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid to the above named project,

NOW, THEREFORE, if the Obligor accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligor the difference not to exceed the amount of the penalty herein between the amount specified in the bid and such larger amount for which the Obligor may in good faith contract with the next lower bidder to perform the work ordered by the bid; or in the event the Obligor does not award the contract to the next lower bidder and continues in the project for bidding, the Principal will pay the Obligor the difference, not to exceed the amount of the penalty herein between the amount specified in the bid, or the order, in connection with the transmission, of pricing new contract documents, required advertising and printing notices to prospective bidders, whatever in kind, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligor accepts the bid of the Principal and the Principal within ten days after the opening of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same is though not further hereby, and

Then insert full name or legal title of Contractor and address
Then insert full name of legal title of Surety
Then insert full name of legal title of Officer

Durant: Deputies: T: 611-0070-10

IF THE SAID Board shall not be fully satisfied with the copy of the...

THE SAID Board hereby certifies that the copy of the...

WITNESSETH this 14th day of May, 2017.

Madison County Board of Commissioners... [Signature]



Deborah Lynn Richmond, Madison County Recorder

County Clerks Office, Madison County Recorder

County Auditor Office, Madison County Auditor

Form of Attesty

COMMISSIONERS' RESOLUTION

Madison County Board of Commissioners... [Signatures]

Resolved, that the Board of Commissioners do hereby...

Deborah Lynn Richmond

and to the effect of the said resolution, that the Board of Commissioners...

One Hundred Thousand Dollars & No/100 \$ 100,000.00

and that the Board of Commissioners do hereby certify that the said...

This power of attorney is made and executed pursuant to and by authority...

WITNESSETH that the President, in my due presence and in the presence...

WITNESSETH FURTHER that the undersigned do hereby certify and attest...

This power of attorney is signed and sealed under seal by the authority...

Resolved, that the Board of Commissioners do hereby certify and attest...

WITNESSETH that the Board of Commissioners do hereby certify and attest...

[Signature] Attest: D. Debra, Vice President of Madison County Board of Commissioners



ACKNOWLEDGMENT

STATE OF MARYLAND, COUNTY OF MONTGOMERY... [Signature]

DEED RECORDS, MARYLAND STATE ARCHIVES... [Signature]

I, Laura B. Gray, Assistant Secretary of the Company, do hereby certify...

WITNESSETH that the Board of Commissioners do hereby certify and attest...

This power of attorney expires April 14, 2017

[Signature] Laura Gray, Assistant Secretary

NONCOLLUSION AFFIDAVIT

State of Ohio

County of Madison

BD Madison, Madison County - City of London, Island and Oak Street Improvement Dept

CONTRACTOR: Robert Ford

Being that I, the undersigned, do hereby certify that I am not a partner, proprietor, secretary, etc., of

any party making the foregoing BD, and that I am not made in the interest of or on behalf of any individual person, partnership, company, association, corporation, or corporation, that such BD is genuine and not otherwise in form, that said BD is not directly or indirectly induced or solicited by any other BD to put in a bid or other BD, and that said BD is not directly or indirectly induced, solicited, or agreed with any BD or any one else to put in a bid or other BD, or that any one shall refrain from bidding that said BD, or that I am not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BD price of said BD or of any other BD, or to fix any contract, price, or cost thereof of said BD price, or of that of any other BD, or to secure any advantage against the BD, or to secure the contract or award intended in the proposed contract, bid or statement contained in said BD on the part of the contractor, that said BD is not directly or indirectly induced by any other BD or any business thereof, or to furnish false or fraudulent information or data relative thereto, or that I will not pay any fee in connection therewith, in any corporation, partnership, company, association, corporation, BD depositing, or to any member or agent thereof, or to any other individual except to such person or persons as hereinafter provided in the financial statement with said BD in his private business.

Signed

[Signature]



NOTARY PUBLIC IN OHIO  
My Commission Expires on 12/31/2017  
By [Signature]  
Notary Public

**Ohio Bureau of Workers' Compensation**  
20 N. Spring St.  
Columbus, OH 43261

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employee is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date to verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-4292.

This certificate must be conspicuously posted.

Policy number and employer: 211337-0  
Period specified below: 07/01/2017 through 06/30/2018

RECOVERE SEPTIC TANK CO  
450 W JEFFERSON KNOXVILLE TN 376  
W JEFFERSON, OH 43102-1335

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: [Signature]  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2014, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employer's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio Bureau of Workers' Compensation**  
You must post this language with the Notice of the Workers' Compensation Act.



Darrell Stephens, T-161007010

**ACORD** 86994 91000

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS VALID ONLY IF ISSUED BY A MEMBER OF THE NATIONAL ASSOCIATION OF INSURANCE UNDERWRITERS. THIS CERTIFICATE DOES NOT REPRESENT OR GUARANTEE THE FINANCIAL SOUNDNESS OF THE POLICY OR THE POLICYHOLDER. THE POLICYHOLDER SHOULD CONSULT WITH HIS OR HER AGENT TO DETERMINE THE SCOPE OF COVERAGE AND THE POLICY'S EXCLUSIONS, LIMITS, DEDUCTIBLES, COINSURANCE, AND OTHER PROVISIONS. THIS CERTIFICATE IS NOT A CONTRACT. THE POLICY IS THE CONTRACT BETWEEN THE POLICYHOLDER AND THE INSURANCE COMPANY.

INSURANCE: This certificate is not an advertisement, policy or contract. It is a summary of the insurance coverage provided by the policy. It is not intended to be used as a substitute for the actual policy or contract. It is not intended to be used as a substitute for the actual policy or contract.

<b>INSURED</b>	<b>INSURANCE CLASSIFICATION</b>	<b>CLASSIFICATION CODE</b>	<b>CLASSIFICATION DESCRIPTION</b>
Madison County, Ohio 11111 Street Lebanon, OH 45031	General Liability Auto Liability Workers Compensation Fidelity and Bond	000000 000000 000000 000000	General Liability Auto Liability Workers Compensation Fidelity and Bond
<b>INSURANCE COMPANY</b>	<b>INSURANCE CLASSIFICATION</b>	<b>CLASSIFICATION CODE</b>	<b>CLASSIFICATION DESCRIPTION</b>
State Farm Mutual One State Street Lebanon, OH 45031	General Liability Auto Liability Workers Compensation Fidelity and Bond	000000 000000 000000 000000	General Liability Auto Liability Workers Compensation Fidelity and Bond

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Nick Adams, the duly authorized and acting legal representative of Madison County, Ohio do hereby certify as follows:

I have examined the attached contract(s) and study books and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

[Signature]  
Date: 8/15/17

**CERTIFICATE OF OWNER'S FINANCIAL OFFICER**

ATTEST:

Jennifer Hunter Officer, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Madison County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

[Signature]

**SEAL:**

**INSURANCE COMPANY**

**STATE FARM MUTUAL**

**11111 Street**  
**Lebanon, OH 45031**

**INSURANCE CLASSIFICATION**

**General Liability**  
**Auto Liability**  
**Workers Compensation**  
**Fidelity and Bond**

**CLASSIFICATION CODE**

**000000**  
**000000**  
**000000**  
**000000**

**CLASSIFICATION DESCRIPTION**

**General Liability**  
**Auto Liability**  
**Workers Compensation**  
**Fidelity and Bond**

**AGENT'S SIGNATURE**

[Signature]

**INSURANCE COMPANY**

**STATE FARM MUTUAL**

**11111 Street**  
**Lebanon, OH 45031**

**INSURANCE CLASSIFICATION**

**General Liability**  
**Auto Liability**  
**Workers Compensation**  
**Fidelity and Bond**

**CLASSIFICATION CODE**

**000000**  
**000000**  
**000000**  
**000000**

**CLASSIFICATION DESCRIPTION**

**General Liability**  
**Auto Liability**  
**Workers Compensation**  
**Fidelity and Bond**

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and Madison County Board of DD, for the purchase of transportation services for agency clients as proposed in the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract is entered on 8/14/17 between the Madison County Department of Job and Family Services (Agency), 200 McKinley St., London, Ohio 43130 and Madison County Board of DD (Contractor), 500 Glen Street, London, Ohio 43130 for the purchase of transportation services for agency clients per submitted proposal (see attachment 1).

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children Services program. This Contract is not intended to and does not establish a job in place or a job position relationship in these terms as defined in Ohio law or in the federal grant management "contract rule".

Article 1 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient monies from the funder. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to the contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all the required services or products in accordance with the contract.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per amounts listed below:  
Per hour rate..... \$17.00  
Per federal rate over and over..... \$1.00  
No amount to be paid to Contractor (not related to federal reimbursement) if there is a write up to contractor and contractor has not received funds.  
When sharing billing pay to split between passengers, if applicable to appropriate party at the contracted rate.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for actual services rendered during the billing period. The Contractor shall make all reasonable efforts to include all actual goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those actual services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized actual goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

Daniel Stephens T1010751.0

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, awards by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 4 - Duration of contract

A. This Contract will be effective from July 1, 2017, the execution of this Contract, or the certification of the availability of funds (whichever is later, through June 30, 2018, inclusive unless otherwise extended, as provided in Article 5 of this contract, or terminated as provided in Article 6 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be added and enforceable until the Madison County Auditor certifies pursuant to Section 905 (1)(j), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been fully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 5, below, Contractor expressly agrees to perform work and submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 5 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with no increase in rate or change in the goods or services to be provided, except as specified in a written addendum signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is/were waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Other party may terminate the Contract by writing delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate the Contract, the Contractor must deliver the notice of termination to the Agency before the effective date of termination. Should the Agency wish to terminate the Contract, the Agency must deliver the notice of termination to the Contractor before the effective date of termination.

The parties hereto agree that should the Contract be terminated, it shall be the Contractor's burden to provide the services agreed to in the Contract for any reason, such as when the Contractor has provided up to the date of termination and the ability to continue the terms of the Contract shall be eligible to be billed and paid according to the provisions of Article 10 of the Contract. The parties hereto agree that should the Contract be terminated, it shall be the Contractor's burden to provide to complete the work requested by the Contract for any reason, such as when the Contractor has completed up to the date of termination and the ability to continue the terms of the Contract shall become the property of Agency.

The Agency shall not be held liable for any delay in the Contractor's ability to complete the terms of the Contract, which shall be the date of termination, unless otherwise agreed upon by the Agency. Notwithstanding the above, the Contractor shall not be held liable for the Agency for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency reserves the right to hold administration and control of records for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages to the Agency from the possible breach of any work is determined.

**Article 14 - Record Retention and Release**

All books, documents, papers, and records shall remain the property of the Contractor, including supporting documentation for services submitted to the Agency by the Contractor shall be made available by Contractor to Agency for the review of the Agency. Notwithstanding the above, the Contractor shall not be held liable for the Agency for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency reserves the right to hold administration and control of records for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages to the Agency from the possible breach of any work is determined.

All records shall be made available to the Agency for the review of the Agency. Notwithstanding the above, the Contractor shall not be held liable for the Agency for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency reserves the right to hold administration and control of records for damages sustained by the Agency by the act of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages to the Agency from the possible breach of any work is determined.

period, which is a term.

**Article 15 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under the Contract, and all records, documents, writings or other information used by Contractor in the performance of the Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and in which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's execution of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information described by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contract of services specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OH, and the State of Ohio. The terms of this section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and shall certify that no copies of same were retained by Contractor. Contractor hereby agrees to consent and comply compliance with all USC Sections 11224 through 112244 and the implementing regulations found at 45 CFR Section 164.512 (g) and Section 164.512 (j) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Barrett Durbans T1010076.D

**Article II - Conflict of Interest/ Ethics**

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not act as officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of the requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee or agent anything of value that is of such a character as to constitute a substantial and improper influence upon the officer, employee or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officer, employee or agent to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2811.02 or 2811.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify it will be in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2811.02, and 2811.03 of the Revised Code and the policies of the agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

**Article III - Independent Contractor**

Contractor agrees that no agency employment, joint venture, or partnership has been or will be created between the parties herein pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation provided for services rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor warrants that all applicable licenses, or other qualifications necessary to conduct business in Ohio to be a been obtained and are operative. At any time during the contract period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

**Article III - Indemnification of Liability Contractor Indemnifies**

A Contractor agrees to hold Agency any official or employee of Agency acting in his or her official capacity and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency any official or employee of Agency acting in his or her official capacity and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgment for reimbursement of patient or copyright rights. Contractor agrees to defend against any such claims or legal actions initiated against Agency to the extent Contractor will not permit any fee or claim to be filed or presented against the county or Agency on account of any labor services, or materials furnished if Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract in such claims because the, the proper officer or officers representing Agency may but are not obligated to pay such claims to the person bringing the claim or services and charge the amount of the payment against the bank account to be used for the Contractor's account of this Contract.

B Agency liability for damages, whether in contract or tort, may not exceed the total amount of compensation payable to Contractor under Article I of this Contract or the amount of total damages incurred by Contractor, whichever is less. It is no event to Agency liable for any indirect or consequential damages, including loss of profits, loss of Agency time or should have known of the possibility of such damages.

C Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, all rights, authorizations, and opportunity to conduct the defense through and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity or Madison County if any information and/or assistance are furnished by Agency at Contractor's written request. It is of Contractor's expense if any of the materials, reports, or studies provided by Contractor are found to be infringing there and the owner's permission is not obtained. Contractor agrees that, at its own expense and at its option, either process the right to publish or continue use of such infringing materials, reports or studies, upon the terms with such infringing party of any patent or copyright claim as that party may require in fulfilling the obligations of Contractor under this Contract under the termination of this Contract, without limitation.

**Article 14 - Assignment and Subcontracting**

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is not in compliance or is unable to meet contract or licensing requirements. Should the contractor be immediately notified a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

**Article 15 - Sourcing Law**

The contract and any modifications, amendments, alterations shall be prepared, controlled, and enforced under the laws of Ohio.

**Article 16 - Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument in writing executed by all parties to the contract.

**Article 17 - Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, in any state, be held to be unenforceable, the remainder of the contract or the application of such term or provision to any person or circumstance other than those to which it is held to be unenforceable, shall remain unaffected and each term and provision of this contract shall be read and enforced to the fullest extent permitted by law.

**Article 18 - Equal Employment Opportunity**

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure

that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

K. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title IX, W and Title VI of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11810, and as supplemented in Department of Labor regulations 41 CFR Part 63;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title VII of the Executive Order 11246;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Amendments with Disabilities Act of 1993, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 102.71 and 103.33, and Chapter 4102, Medical Code.

Current Contracts T-10180700

Article 13 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- OSHA Bureau Act (49 U.S.C. 275a to 275a-7, Public Law 74-433, as supplemented by Department of Labor regulations (29 CFR Part 191);
- Sections 133 and 137 of the Contract Work Hours and Safety Standards Act (49 U.S.C. 327 through 333 as supplemented by Department of Labor regulations (29 CFR part 15);
- Copeland "Anti-Kickback" Act (49 U.S.C. 814) as supplemented in department of labor regulations (29 CFR Part 3);
- Section 336 of the Clean Air Act (42 U.S.C. 1857 (b)), section 528 of the Clean Water Act (33 U.S.C. 1328), Executive Order 11738, and environmental protection agency regulations (49 CFR part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 671);
- 29 CFR Part 50 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3512.11 (j) and (k) Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

Article 20 - Child Support

Contractor agrees to cooperate with OCSIS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 21 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation,

hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
*[Signature]* 8/14/17  
 Job Development Director Date

MADISON COUNTY BOARD OF DD  
*[Signature]* 8/14/17  
 Susan Thompson Date

MADISON COUNTY PROSECUTOR  
 Approved as to Form and Legal Sufficiency

BOARD OF MADISON COUNTY COMMISSIONERS

By: *[Signature]*  
 For Steve Proral Commissioner

*[Signature]*  
 Commissioner  
 Date

*[Signature]*  
 Commissioner  
 Date

8-14-17  
Date

11

11

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and 3C Cab for the purchase of transportation services for agency clients as proposed in the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract is entered on 8/14/17, 2017, between the Madison County Department of Job and Family Services ("Agency"), 200 Midway St., London, OH 43130 and 3C Cab ("Contractor"), 5513 State Route 41 NW, Washington, OH, 43153, for the purchase of transportation services for agency clients per submitted proposal (see attachment 1).

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children Services program. This Contract is not intended to and does not establish a job receipt or sub grant relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "common rule".

Article 2 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency makes sufficient allocations from the budget. The Agency agrees that reimbursement of all contractual costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all the required services or products in accordance with the contract.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per amounts listed below:

Per loaded mile.....	\$1.80
Minimum.....	\$11.00
Per hour and 15 min. after 1 <sup>st</sup> hour.....	\$19.00
(charged in 15 minute increments)	
No show.....	\$19.00
Extra Stop.....	\$5.00

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for actual services rendered during the billing period. The Contractor shall make all reasonable efforts to include all actual goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The purchase Order; and
- The vendor number (federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds



Garrett Borchers T101007610

*During the term of the Contract.*

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, awards by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

**Article 5 - Duration of Contract**

A. This Contract will be effective from July 1, 2017, the execution of this Contract, or the certification of the availability of funds (whichever is later), through June 30, 2018, inclusive unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (B), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or after the termination date of this Contract.

**Article 6 - Extension of Contract**

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by agreement of the parties, this Contract may be extended for one year with no increases in rate or charge in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable

budgetary and legal requirements and satisfactory performance by the contractor.

**Article 7 - Amendment of Contract**

This Contract may be amended by the agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

**Article 8 - Termination**

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties enclosed in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is

limited to the future(s) so waived and shall not be deemed to waive other future(s) hereafter. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid per the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be held to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

#### Article 8 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and any appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention

requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

#### Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OH, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 11204 through 11204d and the implementing regulations issued at 45 C.F.R. Section 164.502 (g) and Section 164.504 (e) regarding disclosure of protected

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health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### Article 11 - Conflict of Interest/Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not act as officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2011.02 or 2011.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2011.02, and 2011.03 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

#### Article 12 - Independent Contractor

Contractor agrees that no agency employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with worker's compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, and other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of

the disqualification and immediately cease performance under the Contract.

#### Article 13 - Limitation of Liability/Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the law any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or presented against the county or Agency on account of any labor, services, or materials furnished if Contractor fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full right, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to

publish or continue use of such infringing materials, reports or studies, replace them with non-infringing items of equivalent value, or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

#### Article 14 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

#### Article 15 - Governing Law

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### Article 16 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

#### Article 17 - Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be read and enforced to the fullest extent permitted by law.

#### Article 18 - Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to assure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11256, entitled Equal Employment Opportunity, as amended by Executive Order 11675, and as supplemented in Department of Labor regulations 41 CFR Part 61;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;

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- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.53, and Chapter 4112, Revised Code

Article 13 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis Bacon Act (40 U.S.C. 276a to 276a-7), Public Law 74-423, as supplemented by Department of Labor regulations (29 CFR Part 5)
- Sections 123 and 127 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5)
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 CFR, Part 3)
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (f)), section 508 of the Clean Water Act (33 U.S.C. 1358), Executive Order 11738, and environmental protection agency regulations (40 CFR, part 115)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 871);
- 29 CFR Part 58 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (f) and (g), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than the hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1395, Revised Code, estate, or trust.

Article 14 - Child Support

Contractor agrees to cooperate with ODFRS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies

present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 11 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

In Witness Whereof, the parties hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF  
REG & PUBLIC SERVICES

*Per [Signature]*  
[Signature]  
[Signature]

8/9/17  
Date

SCCAS

*[Signature]*  
Contractor

August 9, 2017  
Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

BOARD OF MADISON COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
For State Board

*[Signature]*  
Commissioner

Date

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

8/14/2017  
Date

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and Carina Castellanos, for the purchase of translation services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

VENDOR CONTRACT

This contract is entered into on 8/14/17 between the Madison County Department of Family and Children (Agency), 200 McKinley St., London, OH 43140 and Carina Castellanos, doing business as BCS (Contractor), 604 W. Chester, OH 43113, for the purchase of interpretation and translation services (24 hours a day and 7 days a week)

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family and Children. This Contract is not intended to and does not establish a relationship or partnership relationship as those terms are defined in either RCW 20A or in the federal grants management "common rule".

Article 2 - Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocation from the funder. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify actual services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the required services as provided in accordance with the contract.

Article 3 - Billing and Payment

Payment of all bills shall be made on a direct cost reimbursement basis and not as follows:

- Agency agrees to compensate the Contractor for actual services performed
- \$25.00 per hour for interpretation and translation services performed (charged in 15 minute increments)
- \$150.00 per mile for Department of Family and Children home visits
- \$1.00 per minute for telephone interpretation
- Charge for US minutes with time for no time charge (\$0.25 per 15 minutes)

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor

shall make all reasonable efforts to include all actual goods or services provided during the billing period on the invoice. The Contractor will include in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under the Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized actual goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding

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in or out of the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, and appropriations by the Madison County Commissioners.

If funds are not appropriated and available for the continuation of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event the provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of Contract

A. The Contract will be effective from \_\_\_\_\_, the execution of this Contract, or the expiration of the availability of funds provided, whichever is later, through \_\_\_\_\_, 2017, including any extensions or renewals as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be called and enforceable until the Madison County Auditor certifies payment to Section 505.01 (F) of the Ohio Code that the amount required to meet the Agency's obligation in the case of a continuing contract to be performed in whole or in part in any fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury in the process of collection to the credit of an appropriate fund for the project or projects mentioned.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Thereby, by mutual agreement of the parties, this Contract may be extended for one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Termination of Contract

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This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of bonding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further debts, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies herein above mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other

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party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 2 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due to the Agency from the provider is agreed upon or otherwise terminated.

Article 3 - Records Retention and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcripts.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 11204 through 112044 and the implementing regulations based at 45 CFR, Section 114.522 (e) and Section 114.534 (g) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest Policy



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Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not act as officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to merit a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 201.02 or 201.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 201.04, 201.02, and 201.03 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

**Article 11 - Independent Contractor**

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited by, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

**Article 11 - Limitation of Liability, Contractor Duties**

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A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or presented against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 9 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full right, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees by, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies, replace them with non-infringing items of equivalent value, or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

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**Article 14 - Assignment and Subcontracting**

The contractor shall not assign this contract without the prior written approval of the Agency. The contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making final payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days if the contractor becomes or should have known that a subcontractor is not in compliance with applicable federal and state licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance with the subcontractor's contract with contractor if not already terminated.

**Article 15 - Governing Law**

This contract and any modifications, amendments, or alterations shall be governed, construed, and enforced under the laws of Ohio.

**Article 16 - Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument in writing executed by all parties to this contract.

**Article 17 - Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the contract or the application of such term or provision to any person or circumstance other than those to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be read and enforced to the fullest extent permitted by law.

**Article 18 - Equal Employment Opportunity**

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age,

political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal anti-discrimination laws and regulations including, but not limited to:

- Title VII and Title VIII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11875, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 112.11 and 153.53, and Chapter 4111, Revised Code.

**Article 19 - Compliance Requirements**

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The Contractor agrees to comply with all applicable federal, state and local legal requirements, including but not limited to:

- OSHA Act (40 U.S.C. 275a to 275a-7), Public Law 94-481, as supplemented by Department of Labor regulations (29 CFR Part 19)
- Sections 183 and 207 of the Federal Occupational Safety and Health Act (40 U.S.C. 337 through 338) as supplemented by Department of Labor regulations (29 CFR part 19)
- Copied "Anti-Kickback" Act (40 U.S.C. 3131) as supplemented by Department of Labor regulations (29 CFR Part 19)
- Section 508 of the Clean Air Act (40 U.S.C. 1617), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 CFR part 15)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 419)
- 29 CFR Part 19 and 40 CFR 78 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drug or alcohol, or abuse prescription drugs in any way.
- Sections 85.07111) and (j), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1795, Revised Code, estate, or trust.

Article 10 - Child Support

Contractor agrees to cooperate with OCS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 11 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation,

hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.  
In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF PUBLIC WORKS  
By: [Signature] Date: 8/14/17  
Act. Director/Supervisor

[Signature] Date: 8/14/2017  
M. Chris Costello  
M. Chris Costello

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY COMMISSIONERS  
Approved as to Form and Legal Sufficiency

By: [Signature] Date: 8/14/2017  
For State Prosecutor  
Commissioner  
[Signature] Commissioner  
[Signature] Commissioner  
Date: 8/14/2017

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and Carina Castellanos, for the purchase of translation services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract is entered into on 8/14/17 between the Madison County Department of Job and Family Services (Agency) 200 Michigan St., London, OH 43040 and Carina Castellanos, PDS Supervisor for, Carol Winchester, OH 43081 for the purchase of required services or products that are in accordance with the contract, which include but are not limited to:

- INTERPRETING AND TRANSLATION SERVICES (FOR USE IN HOUSES ONLY) (USA ONLY)
- The provider will furnish all of the required services or products in accordance with the agreement.

In consideration of mutual promises contained hereby, and in other good and reliable consideration, the parties to this Contract agree as follows:

Article 1- Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services. This Contract is not intended to and does not establish a relationship or a subcontract in those terms are defined in either RCW 30A or in the related grant management "terms and conditions".

Article 2- Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient documentation from the Vendor. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the required services or products in accordance with the contract.

Article 3- Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- \$35.00 per hour for interpretation and translation services performed

- (Charged in 15 minute increments)
- \$50.00 per mile for Department of Job and Family Services on-site interpreting
- \$45 per minute for telephonic interpretation
- Charge for 15 minute wait time for no show clients (\$5.25 per 15 minutes)

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for actual services rendered during the billing period. The Contractor shall make all reasonable efforts to include all actual goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 30 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4- Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no

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reason to believe it will not have sufficient funds to make all payments due during such period and  
• Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly or made by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuation of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 4 - Duration of Contract

A. This Contract will be effective from \_\_\_\_\_, the execution of this Contract, or the certification of the availability of funds (whichever is later), through September 30, 2018, inclusive, unless otherwise extended, as provided in Article 5 of this contract, or terminated as provided in Article 6 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be void and enforceable until the Madison County Auditor certifies pursuant to Section 5705.01(B) Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the process of collection to the credit of an appropriate fund from any previous encumbrances.

C. Subject to any extension of this contract under Article 5, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 5 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract

may be extended for two (2) additional one (1) year terms with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report on the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of proper invoices, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 1, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not in excess of the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties set forth in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The value of any occurrence of breach or default is not a value of subsequent occurrences, and Agency retains the right to exercise all remedies hereabove mentioned.

If Agency or Contractor fails to perform an obligation under this Contract and hereafter such failure is properly notified by the other party, such notice is limited to the period during a year and shall not be deemed to waive other failures hereunder. Within a year of such notification it shall be properly notified by the Agency Director.

The other party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties hereto agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such as when the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 10 of this Contract. The parties hereto agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such as when the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender or to pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by either of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by either of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the parties is agreed upon or otherwise terminated.

Article 11 - Records Retention and Destruction

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and any appointed or authorized officials) and agencies of the United States government for the purpose of making audits, examinations, queries, and inspections.

All records related to costs and personnel and supporting documentation for invoices

submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OH, IS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42

Daniel Doherty T1610075LD

XX Section 1920 through 1924 and the implementing regulations under 6  
011 Section 1942 and 6011 Section 1943 regarding disclosure of protected  
health information under the Health Insurance Portability and Accountability Act of  
1996 (HIPAA).

Article 11 - Control of Personnel

Contractor agrees that Contractor will not provide a job to any agency officer,  
employee or agent acting in his or her official capacity or a person of employment  
with the agency for a period of 180 days. Contractor will not hire any employee or  
agent of the agency to perform any requirement of the Madison County code of  
ordinances or rules or requirements not in effect from which a job is not a  
function of his requirement.

Contractor agrees that Contractor will not provide a job to any agency officer,  
employee or agent acting in his or her official capacity or a person of employment  
with the agency for a period of 180 days. Contractor will not hire any employee or  
agent of the agency to perform any requirement of the Madison County code of  
ordinances or rules or requirements not in effect from which a job is not a  
function of his requirement.

Contractor agrees to certify that it is in compliance with all applicable provisions  
of the requirements of sections 1920, 1921, 1922, 1923, and 1924 of the federal  
code and the provisions of the agency code of ordinances or rules applicable to  
contractors and that the contractor will comply with the agency code of ordinances  
or rules of the Madison County code of ordinances or rules.

Article 12 - Independent Contractor

Contractor agrees that in agency employment that contract, a person who has been  
or will be called between the parties herein pursuant to the terms and conditions of  
this Contract. Contractor also agrees that, as an independent contractor, Contractor  
assumes all responsibility for any taxes, debts, mortgages, or other liabilities arising  
with workers compensation, unemployment compensation, and insurance policies  
which may accrue as a result of compensation received for services or labor which  
contractor performs.

Contractor agrees that it is an independent contractor for all purposes including but not  
limited to, the application of the Fair Labor Standards Act, the Social Security Act, the  
Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provisions of the  
Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment  
Insurance Law. Contractor certifies that if agency, however, a other publications  
necessary to conduct business. This has been checked and is accurate. If any

time during the contractual period Contractor becomes disqualified from conducting  
business in Ohio, for whatever reason, Contractor must immediately notify Agency of  
the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or  
her official capacity, and Madison County harmless from any and all claims for injury  
resulting from activities in furtherance of the work hereunder. Contractor will reimburse  
Agency, any official or employee of Agency acting in his or her official capacity, and  
Madison County harmless from any and all claims for injury resulting from activities in  
furtherance of the for any judgments for infringement of patent or copyright rights.  
Contractor agrees to defend against any such claims or legal actions if called upon by  
Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted  
against the county or Agency on account of any labor, services, or materials furnished. If  
Contractor fails, neglects, or refuses to make prompt payment of any claims for labor,  
services, or materials furnished to Contractor by any person in connection with this  
Contract as such claims become due, the proper officer or officers representing Agency  
may, but are not obligated, pay such claims to the person furnishing the labor or  
services and charge the amount of the payment against the funds due or to become due  
Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the  
total amount of compensation payable to Contractor under Article 3 of this Contract or  
the amount of direct damages incurred by Contractor, whichever is less. In no event is  
Agency liable for any indirect or consequential damages, including loss of profits, even if  
Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any  
official or employee of Agency acting in his or her official capacity, or Madison County  
on account of any alleged infringement of any patent or copyright arising out of the  
performance of this Contract, including all work, services, materials, reports, studies,  
and computer programs provided by Contractor. Agency will provide prompt  
notification in writing of such suit or proceeding, full right, authorization, and  
opportunity to conduct the defense thereof, and full information and all reasonable  
cooperation for the defense of same. Agency may participate in the defense of any such  
action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or  
employee of Agency in his or her official capacity, or Madison County. If any information  
and/or assistance are furnished by Agency at Contractor's written request, it is at  
Contractor's expense. If any of the materials, reports, or studies provided by Contractor  
are found to be infringing items and the use or publication thereof is enjoined,

Contractor agrees, at its own expense and at its option, either preserve the right to publish or continue use of such identifying materials, reports or studies, replace them with non-identifying items of equivalent value, or modify them so that they are no longer identifying. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

**Article 14 - Assignment and Subcontracting**

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under the contract without the prior written consent of the Agency. All subcontractors are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

**Article 15 - Governing Law**

This contract and any modifications, amendments, or alterations shall be governed, construed, and enforced under the laws of Ohio.

**Article 16 - Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, oral or written, and between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

**Article 17 - Severability**

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, in any event, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any person or circumstance other than those to which it shall be held invalid or unenforceable, shall remain in effect and each term and provision of this contract shall be read and enforced to the fullest extent permitted by law.

**Article 18 - Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or retention, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any part of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any part of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title VII and Title VIII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11875, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- Equal Pay Act of 1967, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;



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- Fair Credit Reporting Act, as amended;
- Equal Employment Opportunity Act, as amended;
- Uniform Labor Code Act, as amended; and
- Sections 1217 and 1233, and Chapter 6110, Revised Code.

Article 18 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including but not limited to:

- Ohio Bureau of Workers' Compensation (BWC) Act, as supplemented by Department of Labor regulations (BWC Part 3);
- Sections 431 and 437 of the General Code known as Safety Standards Act (SASC) through 438, as supplemented by Department of Labor regulations (SASC Part 3);
- Chapter 1483 Revised Code (SASC) as supplemented by Department of Labor regulations (SASC Part 3);
- Section 381 of the Ohio Revised Code (ORC), section 532 of the Ohio Revised Code (ORC), (employee Order 1153), and environmental protection agency regulations (EPA Part 15);
- Machinery, tools and machine safety equipment which are contained in the safety equipment standard in compliance with the Occupational Safety and Health Act (OSHA) 1910.67;
- Section 4131 and 4132 of the Ohio Revised Code. Contractor will make good faith effort to ensure all employees performing labor or responsibilities under the contract, while working on site, carry a private property which includes, but is not limited to, a passport, legal ID, or other appropriate identification;
- Sections 1211 and 1212, Revised Code, which require that no agency or department of the state or any political subdivision of the state shall enter into any contract for the purchase of goods or services from the bonded laborer services entity, nor from the bonded laborer with a corporation, individual, partnership or other unincorporated business, association, including when entering a purchase of services required under Chapter 139, Revised Code, either in or out.

Article 18 - OSHA Support

Contractor agrees to cooperate with OSHA and any other appropriate agency in ensuring Contractor or employees of Contractor read OSHA support documents established under state or federal law. In executing the contract, Contractor certifies present and future employees with any state or administrative order for the withholding of support which is based pursuant to Chapter 139, Revised Code.

I hereby certify that I am a duly sworn and qualified member of the Board of Directors of Madison County, Ohio.

*[Signature]*  
\_\_\_\_\_  
Date: \_\_\_\_\_

I have read the proposed contract and I have read and understand the terms and conditions of the contract.

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

Subject: Agreement – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job Family Services Director, to approve the agreement between Job & Family Services and Buckeye Ranch to provide services in accordance with the agreement below.

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE XIX SERVICES AND PROVIDERS FOR THE PROVISION  
 OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between:

Title Agency Name		
Putnam County Department of Job and Family Services		
Street/Postal Address		
City/State/Zip Code		
County/State/Zip Code		

at The Title Agency, hereinafter "Agency," whose address is:

and

Provider		
Buckeye Ranch, Inc.		
Street/Postal Address		
HHS River ID		
City/State/Zip Code		
County/State/Zip Code		

collectively the "Parties"

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REGISTRARS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5103 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5103 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio and has all requisite legal powers and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified, or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located;

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

A. In addition to the services described in Exhibit A (Scope of Work), Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the M-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Withholding the services that the Provider will provide pursuant to the Request for Proposal (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit A (Scope of Work).

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

A. The Provider agrees to provide and shall provide the placement and related services described in Exhibit A (Scope of Work).

Section 1.03 EXHIBITS

A. The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- 1) Exhibit A - Scope of Work
- 2) Exhibit B - Request for Proposal (if applicable)
- 3) Exhibit C - Provider's Responses to the Request for Proposal (if applicable); and
- 4) Exhibit D - Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from 8/14/2017 through 8/20/2018, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for Two (2) additional (1) year terms not to exceed Two (2) years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term that is in effect. If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process of the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Schedule A Rate Schedule;
- B. Exhibit C Scope of Work;
- C. Exhibit B Request for Proposal (if applicable); then
- D. Exhibit D Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or threatens the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5112-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews and the completion of certification assessments for the child or placement with the Provider.
- B. Provider agrees to submit a progress report as requested by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, and such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting without the Provider's consent of possible placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting.
- D. Provider agrees to notify the Agency when children are contacted when any child placed is clinically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Attachment to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Attachment to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (OC 375 5112-22-02, OC 491 5122-22-02, OC 3122-22-02, OC 3122-22-02, OC 3122-22-02, OC 3122-22-02).
- F. Emergency situations include but are not limited to the following:
  - a. Absent Without Leave (AWOL)
  - b. Child Missing/Physically or Sexually Abused/Neglected
  - c. Death of Child
  - d. Child being placed in a place of restriction or toxic substance
  - e. Suicide attempt or threat requiring an urgent medical treatment or visit to the hospital
  - f. Possession of Dangerous/Controlled/Illegal/Prescription Medication, Dangerous Behavior, Restricted Behavior
  - g. School Expulsion/Suspension (forced action by school)
  - h. Self-harm/Suicidal Behavior, Self-Harm Requiring Urgent Medical Treatment, Hospital or ER
  - i. Victim of sexual, neglect, physical or sexual abuse
- G. The Provider also agrees to notify the Agency within twenty-four (24) hours of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied
- H. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- I. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education or work skills, preparation for integration into community based school or vocational/college skills training, community service activities, independent living skills (e.g. M or order, monitoring and supporting community adjustment).
- J. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICF, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICF. Provider agrees the Agency is the final authority in the process.
- K. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days notice, and to submit a discharge plan summary no later than 60 days calendar days after the date of discharge in accordance with the applicable licensed or certified program (OC 375 5112-22-02, OC 491 5122-22-02, OC 3122-22-02, OC 3122-22-02, OC 3122-22-02, OC 3122-22-02).
- L. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's medical and will fully comply with the provisions of OC 3122-22-02 as applicable to private Providers. Provider's contribution to the Agency related to a child shall be for the episode of care with the Provider.
- M. The Provider agrees to provide independent living services as set forth in accordance with OC 3122-22-02 for all children age 14 and above.

- N. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5122-22-02 of the Administrative Code.
- O. The Provider agrees to maintain licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licenses or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- P. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- Q. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and re-certification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- R. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- S. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (e.g. ICFs, Treatment Team Meetings, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Public Child Placement Act, 138 STAT. 3818, as amended by Section 1301 of the Small Business Jobs Protection Act of 1986, 119 STAT. 1535, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or ancestry or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and medical records once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to be input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to all formal meetings (e.g. ICFs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days notice for planned removals to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
  - 1. The Agency represents:
    - a) that it has adequate funds to meet its obligations under this Agreement;
    - b) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
    - c) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Current location: T101007010

AGENCY WORKSHEET FOR PAYMENT SERVICES

- 1. The Provider agrees to submit monthly invoices to the Agency for payment of the services provided under this Agreement.
- 2. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
- 3. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
- 4. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
- 5. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
- 6. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
- 7. The Provider agrees to submit invoices to the Agency for payment of the services provided under this Agreement.
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payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without charge to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Provider in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for services rendered may be appealed in writing and will be part of the dispute resolution process contained in Article VIII.

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinafter or at such other address as may hereafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than force majeure, or if Provider otherwise materially breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall make credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities; ii) loss of required licenses; iii) actions, practices or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including but not limited to, records, reports, proposals, contracts and documents of legal compliance with the Ohio State Code rules promulgated by the Provider under the Agreement and all records, documents, writings or other information, including but not limited to records and documents used by the Provider in the performance of the Agreement are held according to the following terms:

- 1) All records relating to work performed and supporting documentation in connection with the Agency by the Provider shall and copies of all information submitted to the Agency pursuant to the Agreement be retained for a minimum of three (3) years after termination or termination without notice under the Agreement.
- 2) For each inspection, or other action it initiates during the term of the Agreement, the Provider shall retain all records and the information contained and all issues needed in three (3) years after completion, whichever is later.
- 3) All records related to Article X of this Article shall be available to inspection and audit by the Agency or other relevant agencies of the State of Ohio, including but not limited to the County Prosecutor, the Ohio Department of Health and Family Services (ODHHS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any other authorized law enforcement officials, and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all records and documents in accordance with the Ohio State Code's Retention Policy.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's data and limited Provider access to the data of any Agency staff and limited staff who are necessary for the purpose of performing its responsibilities under the Agreement. No identifying information or data shall be released to anyone other than individuals authorized by the Agency to receive such information. The Provider agrees that the use of information received from the Agency shall be for any purpose not directly related to the administration of the Agreement's technical. Provider shall ensure that the Agency staff and limited documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and dissemination of records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

E. Although information shall not be made available under the Agreement to any third party, the Provider shall not release information about or related to this Agreement to the general public in a media website or writing or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to ensure that the general public and media outlet of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and costs associated with the Agreement, Project Agreement activities, and assessment of the Provider's performance under the Agreement. Except when Agency approval has been granted in advance, the Provider shall not seek to publicize and will not attempt to disseminate media publicity concerning or connected to the Agreement, Agreement terms and conditions, Agreement scope of work, government-related documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and Project Agreement activities.

F. If contacted by the media about the Agreement, the Provider agrees to notify the Agency first of requesting immediately to media parties. Nothing in this section shall prevent the Provider from using Agreement information and results to promote business prospects.

Article XI PROVIDER ASSURANCES AND GUARANTEES

A. As applicable to the Provider's business and activities, the Provider certifies compliance with Ohio Sections 2309.19, 2309.22, 2309.23, 2309.24, and applicable Ohio Sections as defined in Article IX of this Agreement concerning financial soundness, conditions and public plan status to labor contracts, employees, subcontractors who are involved in the care for A/E/C and others.

B. To the extent that the Provider maintains a substantial active or expiring lease, the Provider agrees to comply with the provisions of the lease, Agency that relate to the operation, safety and maintenance of substantial facilities. Specifically, Provider agrees that no other projects require work or services for such purposes to be kept in the premises.

C. Provider certifies compliance with Ohio Revised Code Requirements as defined in 43 CFR Part 79.5(c) Subpart F.

D. Provider certifies compliance with 45 CFR Part 94, Non-Discrimination, under program receiving federal assistance through the Department of Health and Human Services establishment of the IV of the OH State Code.

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E. Provider certifies compliance with 45 CFR Part 94, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 CFR Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-504.

H. Provider certifies that it will:

- 1) Provide a copy of its licensure, certification, accreditation or a letter extending an existing license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
- 2) Maintain its licensure, certification, accreditation and that upon receipt of the renewal of its license, certification, or accreditation or upon receipt of a letter extending an existing license, certification, or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
- 3) Provider shall immediately notify the Agency of any action, notification or loss a relating to said licensure, accreditation or certification.

I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

J. The Provider shall comply with Executive Order 11811, entitled Equal Employment Opportunity, as amended by Executive Order 11813, and as well comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11813, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11813, and as supplemented in Department of Labor regulation 41 CFR part 60.

K. Provider further agrees to comply with OAC 3101.2-2-01 and OAC 3101.2-1-03(A), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP OHS through the use of an oral or written translator or interpretation services in compliance with this requirement, OHS shall not be required to pay for such assistance.

L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 302 of the Clean Air Act (42 U.S.C. 1857 (j)) Section 308 of the Clean Water Act (33 U.S.C. 1302), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

M. The Provider certifies compliance, when applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 90 Stat. 491).

N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

O. Provider shall comply with the Small Business Job Protection Act (Public Law (P.L.) 104-187) the Howard W. Volstead Placement Act of 1954 (P.L. 83-383), Title III (42 U.S.C. 6201 seq) and NAC (42 U.S.C. 6201 et seq) of the Social Security Act (The Act), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 611(g) of the NAC of the Act (42 U.S.C. 611(g)), and 45 CFR 188A, including all rules, regulations and policies issued by federal and state agencies, OAC 6110-4-27 and OAC 6110-2-2-1.

Article XII INDEPENDENT CONTRACTOR

A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with worker compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation provided for services or deliverables rendered hereunder.

Darrell Doehnen 11610070.D

**AGENCY AGENCY OTHER PERSONNEL MATTERS**

1. Provider agrees to submit to Agency copy of the Employer's full and complete and true and correct copy of the following:

2. Upon request from the Agency, Provider shall submit a copy of the most recent Federal Income Tax Return and other documents that will be relevant to the Agency's review.

3. Provider shall provide to the Agency a copy of the Agency's full and complete and true and correct copy of the following:

4. Provider shall provide to the Agency a copy of the Agency's full and complete and true and correct copy of the following:

5. Upon request from the Agency, the Provider shall submit a copy of the following:

6. For financial reporting purposes and for the Agency's full and complete and true and correct copy of the following:

7. The Provider shall provide to the Agency a copy of the following:

8. The Provider shall provide to the Agency a copy of the following:

9. The Provider shall provide to the Agency a copy of the following:

10. The Provider shall provide to the Agency a copy of the following:

**AGENCY AGENCY OTHER PERSONNEL MATTERS**

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8. The Provider shall provide to the Agency a copy of the following:

9. The Provider shall provide to the Agency a copy of the following:

10. The Provider shall provide to the Agency a copy of the following:

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**Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid.

**To Agency, to**

Madison County Department of Job and Family Services  
200 Midway ST  
London OH 43140

**To Provider, to**

Buckeye Ranch, Inc.  
6665 Hoover RD  
Grove City OH 43123

**Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

**Article XVIII. NO ASSURANCES**

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

**Article XIX. CONFLICT OF INTEREST**

A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement.

B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employees; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2011.42, 2011.43.

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Article XXII INSURANCE

The President shall purchase and maintain for the term of this Agreement insurance of the type and amount specified herein. Maintenance of the proper insurance for the duration of this Agreement is a material element of this Agreement.

Provisional agreement to purchase and maintain for the term of this Agreement the insurance of both levels. The cost of all insurance shall be borne by the County. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance to be placed with an insurer provided in AM that rating of no less than A. President shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Commercial Form (OC 20 10) or equivalent with limits of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate and at least One Hundred Thousand Dollars (\$100,000) coverage in legal liability for damage. Coverage will include:

- 1) Additional insured endorsement
- 2) Product liability
- 3) Broad contract liability
- 4) Broad form property damage
- 5) Sewerage and drains
- 6) Personal injury and
- 7) Auto liability as required (if applicable)

Endorsements for physical abuse claims and for sexual harassment claims must be a minimum of Five Hundred Thousand Dollars (\$500,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000) combined single limit, or all cover, non-owned, leased and hired automobiles (if the Agreement contemplates the transportation of the County vehicles (such as but not limited to Agency cars/vans) "Contractor" and President provides the service through the use of an employee, please provide proof within 30 days from the date of this Agreement that the County has a Business Auto Liability Insurance policy that covers the employees' POC insurance and provides coverage above the employee's POC coverage. President agrees the Business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omissions) insurance of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate, above the commercial general and business auto primary policies and existing fire liability coverage:

- 1) Additional insured endorsement
- 2) Pay or defend of wording
- 3) Concurrence of effective dates with primary
- 4) Broad contract liability
- 5) Product damage coverage (where not prohibited by law)
- 6) Aggregates apply where applicable in primary
- 7) Care, custody and control - throw back primary and
- 8) Drop down feature

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by President providing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance of the liability limits required by Ohio Revised Code.

F. The President further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse an additional insured to the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including that Board if feasible and applicable. The additional insured endorsement shall be on an ACPD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or retroactively changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.

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or Designee.

4) President shall furnish the Agency with original certificates and endorsements and documents evidencing coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete or partial copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements is failure of the Agency to identify a deficiency from evidence provided and shall not be construed as a waiver of President's obligation to maintain such insurance.

6) President shall defend any self-insured retention to the Agency pertaining to liability insurance. President shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigation, claims administration and defense expenses for any self-insured retention.

7) If President provides insurance coverage under a "claims made" basis, President shall provide evidence of either of the following for each type of insurance which is provided on a claims made basis: a) unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (full coverage) or continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims made policy issued for a similar coverage while President was under Agreement with the County or before of the Agency.

8) President will require all insurance policies in any way related to the work and insured and maintained by President to include endorsements stating such endorsements will waive all rights of recovery under subcontractor or otherwise against the County and the Agency. President will require a subcontractor, by appropriate written agreement, to bind workers and their families as provided in this section.

9) President, the County and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and accommodations of the insurance or insurance broker handling a strategy for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigation and audit procedures.

10) President's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of President's insurance and shall not contribute to it.

11) If any of the work or services contemplated by this Agreement is subcontracted, President will ensure that any subcontractor comply with all insurance requirements contained herein.

Article XXIII INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law and in compliance with applicable law, President agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, costs, expenses, administrative proceedings, regulatory proceedings, hearings, judgments and expenses, attorney fees (if any party involved in the subject of this Agreement) attorney fees, court costs, defense costs or other injury or damage (collectively "Damages") whether actual, alleged or threatened, resulting from injury or damage of any kind whatsoever to any business, entity or person (including itself) or damage to property (including destruction, loss of, loss of use of resulting from injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by President, his subcontractors, President's or his subcontractors' employees, agents, assigns, and those designated by President to perform the work or services encompassed by the Agreement. President agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Article XXIV SCREENING AND SELECTION

Additional Record Check

- 1) President warrants and represents it will comply with Article XXIV and maintain criminal record checks. President shall ensure that every individual subject to a POC check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private investigator hired by the Agency to conduct compliance reviews on their behalf.
- 2) President shall not assign any individual to work with or transport children and a SOC report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, President shall not allow any individual who has been convicted or placed on probation in any violation contained in OAC 55.1115-01, OAC 26.93.2, and OAC Chapter 55.124-01-02, 03, 04.

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Barrett Brothers T10009ALD

TITLE IV-B SCHEDULE A RATE INFORMATION

Agency	Rate	Effective Date	Rate	Effective Date
...	...	07/01/2017	...	08/01/2018
...	...	07/01/2017	...	08/01/2018
...	...	07/01/2017	...	08/01/2018
...	...	07/01/2017	...	08/01/2018
...	...	07/01/2017	...	08/01/2018

Article XXVI. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5714.02. Such statement shall affirm under oath that the person with whom the contract is to be made was not charged of the time the bid was submitted with any delinquent personal property taxes on the general list of personal property of any county in which the biding district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such dues and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within fifty days of the date the statement is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation or subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverables and any tools provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to and by executing this Agreement hereby does assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available. Any Deliverables provided or produced by Provider under this Agreement or with hereto hereunder, including any documents, data, photographs and negatives, electronic reports, records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER REQUIRED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Madison County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signatures of the parties.

**SIGNATURES OF PARTIES:**

Provider:	<i>D. Nicholas Rees</i>	Date	7-20-17
Printed Name	Buckeye Ranch, Inc, D. Nicholas Rees, CEO		
Agency:	<i>Lori Dodge-Dorsey</i>	Date	8/10/17
Printed Name	Lori Dodge-Dorsey		
	Madison County Department of Job and Family Services		
<i>Michelle Grant</i>	8-14-17	Madison County Commissioner	Date
<i>David D. Hunter</i>	8-19-17	Madison County Commissioner	Date
<i>[Signature]</i>	8/14/2017	Madison County Prosecutor	Date
<i>[Signature]</i>	8/14/2017	Madison County Commissioner	Date

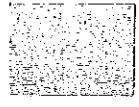
Page 17 of 17

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

Barrett Drenthens T1610007010

Subject: Amended Agreement – Approved – Local Agricultural Easement Purchase Program (LAEPP)

Mr. Dhume moved per the request of Julia Cumming, Soil & Water Program Administrator, to approve the amendment 2 to the LAEPPP 2015 Cooperative Agreement.



AMENDMENT TO AGREEMENT  
FOR  
LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)  
COOPERATIVE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF MADISON COUNTY  
AND  
MADISON COUNTY COMMISSIONERS  
AMENDMENT 1

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the GOVERNMENT OF MADISON COUNTY (ODA), located at 1155 East Main Street, Reynolds City, OH 45069 and the MADISON COUNTY COMMISSIONERS, 1 North Main Street, P.O. Box 611, London, OH 43130 (hereinafter "Local Sponsor") who hereby agree as follows:

- 1. The original Cooperative Agreement was executed on January 30, 2015 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (LAEPP) ODA.
- 2. On April 22, 2016 Amendment 1 to the Agreement was executed. Amendment 1 updated the financial data, incorporated the parcel Cooperative Agreement updates, outlined the distribution of funds to parcels between and across obligated funds.
- 3. On April 22, 2016 Amendment 1 to the Agreement was executed. Prior to Amendment 1, total funds obligated equal \$34,400. After adopting additional funds \$14,000 for the month of February 2016 in available funds. The available funds shall be allocated as reflected in "Exhibit B - Property Funds".
- 4. Subsequent to Amendment 1, a new location occurred. Therefore, Amendment 1 was necessary to update data in the Agreement.
- 5. Prior to this Amendment 2, total funds obligated equal \$33,500. After adopting funds that were distributed \$20,000 for the month of February 2016 in available funds. The available funds shall be allocated as reflected in "Exhibit B - Property Funds".

Pursuant to Section 11 of the Agreement which is attached hereto and incorporated herein as "Exhibit A" and Amendment 1 as "Exhibit B", the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The closing ("Closing") for the agricultural easements in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2018. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in "Exhibit A - Scope of Work," shall be commenced by the Local Sponsor on July 1, 2017 and shall cease on June 30, 2018. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.1(f) below."

Delete paragraph 3.1(f), insert the following:

"This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2018. It may be renewed as provided for herein."

Delete paragraph 3.1(f), insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2018. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein."

IV. ODA'S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$255,600.00 (Seven Hundred Fifty-Five Thousand Six Hundred and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B - Property Funds." Of this amount, ODA has previously obligated \$255,600.00 (Two Hundred Fifty-Five Thousand Six Hundred and 00/100

Deliver for the acquisition by Local Sponsor of previously produced agricultural  
equipment. Subject to the terms and conditions of this Agreement and any related  
Amendments, COA shall obligate the sum of \$150,000.00 (One Hundred Fiftieth and  
00/100 Dollars) during the term of this Agreement.

A facsimile signature or other similar electronic reproduction of a signature shall have the force  
and effect of an original signature, and in the absence of an original signature, shall constitute the  
original signature.

Table A - Scope of Work

Under paragraph E, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30,  
2017 unless otherwise agreed in writing by COA."

IN WITNESS WHEREOF, the above described parties, the parties have hereunto set their  
hands and affixed their signatures.

FOR THE LOCAL SPONSOR:

By: [Signature] Date: 8-17-2017



est. A. BOST  
for use

David T. Bost  
for use

Madison County Commissioners  
100 West Main Street  
PO Box 613  
London, Ohio 40340

Entire Agreement

This Amendment 1, the existing Agreement, attached hereto and incorporated herein as  
"Table A" and Amendment 1 attached hereto and incorporated herein as "Table B," constitute  
the entire Agreement between the Local Sponsor and COA, and there are no other Agreements  
between them, either oral or written, which relate to the work to be performed under this  
Agreement.

FOR THE STATE OF OHIO,  
OHIO DEPARTMENT OF AGRICULTURE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David T. Bost  
Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy G. Schuman  
Senior Staff Counsel

This instrument was prepared by  
Ohio Department of Agriculture  
100 West Main Street  
Columbus, Ohio 43260-0150

7/21/17

7/21/17

Following a second from Mr. Hunter the result of the roll call was: Mr. Forrest, yes,  
Mr. Dhume, yes, and Mr. Hunter, yes.  
\*Note-On 8-15-17, this original document was mailed to The Ohio Department of  
Agriculture attention: Jody Bowen.\*

Barrett, Deborah T 16100762.D

Subject: Public Hearing

The public hearing for the Madison County FY 2015 Cities Program took place on Monday August 14, 2017 at 10:00 a.m.

Those Present

MADISON COUNTY  
FY 2015 CDBG SMALL CITIES PROGRAM  
PUBLIC HEARING

Monday, August 14, 2017, 10:00 a.m.

SIGN-IN SHEET

NAME	AGENCY/APPELLATION
<i>Kristy Zatk</i>	<i>Madison Message</i>
<i>Max Krin+Kovsi</i>	<i>Madison Press</i>
<i>John Hopton</i>	<i>Mt. Sterling Village</i>
<i>Forrest Wright</i>	<i>ADMINISTRATOR</i>
<i>David D. Duma</i>	<i>President of Township</i>
<i>Mr. Hunter</i>	<i>Commissioner</i>
<i>Mr. Duma</i>	<i>Commissioner</i>
<i>Mr. Hunter</i>	<i>Commissioner</i>
<i>Mr. Hunter</i>	<i>County Admin</i>

Madison County CDBG Program

Subject: Resolution – Approved – Community Development of Consultants (CDC)

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the resolution no: 081417 authorizing the submittal of an amendment to the PY 2015 Community Development Block Grant (CDBG) Program.

Madison County CDBG Program

RESOLUTION NO: 081417

AUTHORIZING THE SUBMITTAL OF AN AMENDMENT TO THE PY 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Madison County desires to amend its PY 2015 CDBG Program, shifting \$58,000 from the Madison County Fairgrounds Public Rehabilitation project to the Mount Sterling Parks and Recreation project, and;

WHEREAS, the State of Ohio, through the Ohio Development Services Agency, has authorized Madison County to proceed with an amendment to its PY 2015 Community Development Block Grant Program, and;

WHEREAS, Madison County has held a public hearing to discuss the proposed amendment to its PY 2015 CDBG Program.

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

SECTION 1. To hereby authorize the submission of an amendment to Madison County's PY 2015 CDBG Allocation Program and PY 2015 CDBG Neighborhood Revitalization Program.

SECTION 2. To acknowledge and pledge to comply with all conditions and assurances of the CDBG program such as fair housing, historic preservation review coordination, equal opportunity and other state and federal regulations as applicable.

Passed the 14 day of August, 2017.

*Mr. Hunter*  
President  
Madison County Commissioners

ATTEST: *Katie Wissman*  
Clerk

Resolution to Amend

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

Subject: Resolution – Accept – Agricultural Easement

Mr. Dhume moved per the recommendation of Julia Cumming, Soil & Water Administrator, to delegate The Madison County Soil & Water District as the Agricultural Easement Monitoring Agent for agricultural easements. The Madison County Soil & Water District is to perform the work as assigned for the agricultural easements.

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

Subject: Resolution – Accept – Airport

Mr. Dhume moved per the request of Bill Laney, Airport Board Member, to accept the FAA grant application for the Madison County Airport, and for Mark Forrest, Board Chairman to sign the documents.

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

\*This document is located at Madison County Airport.\*

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:01 a.m. to discuss economic development.

Following a second from Mr. Dhume the result of the roll call was: Mr. Forrest was not present for the vote. Mr. Dhume, yes, and Mr. Hunter, yes.

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 9:33 a.m. No action was taken.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 10:44 a.m. to discuss economic development.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 10:53 a.m. No action was taken.

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

Subject: Resolution – Approved – Dog Tag Fees

Mr. Hunter moved to approve the 2018 Madison County dog tag fees be increase by \$1.00.

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

\*Note - After this resolution was approved the Commissioners had a conversation about the increase in dog tag fees. This resolution will be discussed on August 21<sup>st</sup> with a clarified explanation of the increase in dog tag fees.\*

Subject: Investment Council Revision – Approved – Treasurer

Mr. Hunter moved to approve the revision for the investment council that took place on July 31, 2017.

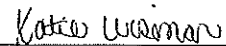
MADISON COUNTY INVESTMENT COUNCIL  
COURTHOUSE  
LONDON, OHIO 43140

Monday, July 31, 2017

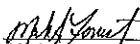
The Madison County Investment Council met in the County Commissioners' Office on July 31, 2017 at 10:15 a.m. Present were Donna Landis, Treasurer, Mark Forrest, County Commissioner, David Dhume, County Commissioner, and David Hunter, County Commissioner.

The Investment Council reviewed the County Treasurer's Policy along with all the investments that she has made since the last meeting as well as the current investments. All investments were made in County Bonds with the exception of one Certificate of Deposit. The Treasurer also has a Checking Account in Cash Management, a Money Market Savings and a Money Market MMAX, which are invested at the Huntington National Bank. The checking account is invested overnight and all monies have Collateral Securities pledged in a pool by Huntington National Bank, Merchants, and PNC.

The next quarterly Investment Council Meeting will be held in October, 2017.

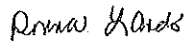
  
Secretary

Approved:

  
Mark Forrest, Commissioner

  
David Dhume, Commissioner

  
David Hunter, Commissioner

  
Donna Landis, Treasurer

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

\*Note-After this was approved the State Auditor recommended Donna Landis, Treasurer, revise the language in the investment council memo due to changes that have occurred.\*

Subject: Petition Vacate Street – Accepted – Pleasant Township

Mr. Hunter moved to accept the petition to vacate the abandoned street in Pleasant Township, Mt. Sterling, Ohio.

View is scheduled to take place at Whiteside's located at 15921 US Rt. 62, Mt. Sterling, Ohio. Pleasant Township on Tuesday September 5, 2017 at 11:00 a.m.

Hearing is scheduled to take place at Madison County Commissioner's office, 1 North Main Street, London, Ohio on Monday October 16, 2017.

**Petition**

*PLEASANT*  
SUBDIVISION OF PLEASANT TOWNSHIP, OHIO  
DATE 8/13/17 BY *ESH*  
NEAR ST (16,062.55 FT)  
36874 NO. STREET 12

MADISON COUNTY  
COMMISSIONERS  
2017 AUG -2 PM 3:26

**PETITION TO THE BOARD OF COUNTY COMMISSIONERS OF  
MADISON COUNTY FOR VACATION OF ABANDONED STREET**

1. Petitioner, Whiteside Mt. Sterling, LTD, an Ohio Limited Liability Company, is the sole abutting landowner of a certain street to wit: Near Street located in the unincorporated portion of Pleasant Township, Madison County, Ohio, being the owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 being all of the lots comprising of the O. L. Near Subdivision in said Township. Petitioner having acquired Lots 5, 6, 11 and 12 (note that lots 6 and 12 were enlarged by the vacation of the last 50 feet of Near Street) of the O. L. Near Subdivision by deed recorded in Official Record Volume 328, pages 1007, et seq, on April 13, 2017 and Lots 1, 2, 3, 4, 7, 8, 9 and 10 of the O.L. Near Subdivision by deed recorded in Official Record Volume 328, pages 849, et seq, on April 13, 2017, as more fully shown by recorded plat in Plat Book 1, Page 306 in the Recorder's Office, Madison County, Ohio.

2. The street herein petitioned for vacation is that portion of Near Street from the extension of the southeast side of Lots 6 and 12 in a northwesterly direction, a distance of Fifty (50) feet to a point 35.4 feet from the projection of the northwest side of the said Lots 6 and 12 to the right-of-way line of the Mt. Sterling and Washington C.H. Pike, also known as US Rt 62. The roadway to be vacated is the balance of Near Street being Thirty (30) feet wide and Five Hundred Thirty-Five and 40/100 (535.40) feet long.

3. Petitioner, Whiteside Mt. Sterling, LTD, says that the aforesaid street has

Gerald T. Baynes  
Attorney At Law  
18 North Market Street  
P.O. Box 117  
Mount Sterling, OH 45854  
(614) 433-3333  
(614) 433-3331  
Fax (614) 433-3330  
S.C.E. # 002339



Darrell Cothran T191007040

been abandoned and not used for a period of twenty-one (21) years, and no formal proceeding for vacation have previously been commenced under Section 5553.042, Ohio Revised Code.

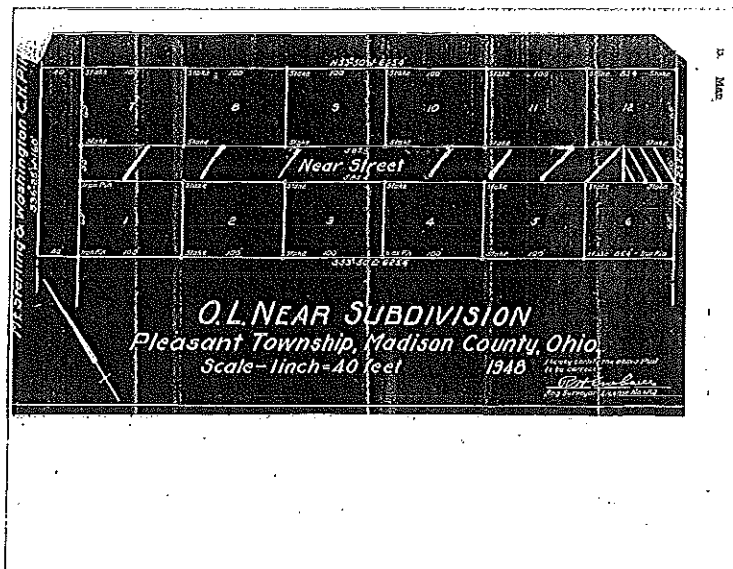
4. Petitioner, being the sole owner of all lots comprising the said O.L. Near Subdivision, and if this petition for vacation is approved, therefore the sole owner of the entire Thirty (30) foot wide by Five Hundred Eighty-Five and 40/100 (585.40) foot long Near Street, plans to convey all of said subdivision lots and street by an already approved deed using the perimeter metes and bounds description effectively terminating the O.L. Near Subdivision shown in Plat Book I, Page 306 in the Recorder's Office, Madison County, Ohio.

WHEREFORE, petitioner, Whiteside Mt. Sterling, LTD demands that the Board of County Commissioners, by resolution, order that portion of the street vacated and such portion of the street pass in fee to the abutting landowner thereof as provided by law.

*Gerald T. Baynes*  
Gerald T. Baynes (0017059)  
16 N. Market Street, P. O. Box 147  
Mount Sterling, Ohio 43143-0147  
Telephones: (740) 869-2393 and  
(614) 877-9191  
Attorney for Petitioner,  
Whiteside Mt. Sterling, LTD

Gerald T. Baynes  
Attorney At Law  
16 North Market Street  
P.O. Box 147  
Mount Sterling, OH 43143-0147  
(614) 877-9191  
(740) 869-2393  
Fax (614) 869-2393  
S.C.L. # 607650

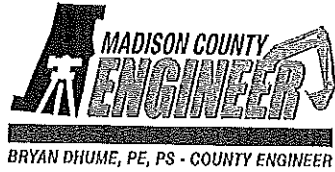
Map



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

Subject: Bid Opening - Engineer

The bid opening for the 2017 Pavement Marking Program took place on Monday August 14, 2017 at 11:00 a.m.



MADISON COUNTY  
COMMISSIONERS  
2017 AUG 14 AM 10:56 825 US 42 NE  
LONDON, OHIO 43140  
T: 740-852-9404 | F: 740-852-9530

August 14, 2017

Honorable Board of  
Madison County Commissioners  
1 North Main St.  
London, OH 43140

Re: Engineer's Estimate - 2017 Pavement Marking Program  
Monday August 14, 2017 at 11:00 A.M. - Bid Opening

Gentlemen:

The Engineer's Estimate for the 2017 Madison County Pavement Marking Program is  
\$95,349.36.

Sincerely,

Bryan D. Dhume, PE, PS  
Madison County Engineer

cc: File

Durrett DeJohns T1510070LD

Bids Received

- Bid 1 - Did not apply.
- Bid 2 - Ogelsby Construction, Inc. in the amount of \$67,754.99.
- Bid 3 - Aero - Mart in the amount of \$64,795.14.
- Bid 4 - A & A Asphalt in the amount of \$76,352.95.

\*Note-The Engineer will report to the Commissioners at a later date of the recommendation for the bid award\*

Bid 1

Note: Bid # 1 - Was not included. This sealed bid was not documented as an indication that it was for the 2017 Pavement Marking Program on Monday August 14, 2017 at 11:00 a.m. This bid that was opened is for another bid opening for CDC.

*Shay Wagner* - 8-14-17  
Shay Wiseman, Clerk

Bid 2

2017 COUNTY BID PROPOSAL  
PAVEMENT MARKING  
MADISON COUNTY, OHIO

APPROXIMATE QUANTITIES	DESCRIPTION	UNIT PRICE PER MILE	TOTAL PRICE
112.63	ROAD MILES WATERBORNE CENTERLINE	\$ 348.00	\$ 39,195.24
65.37	LANE MILES WATERBORNE EDGELINE	\$ 215.00	\$ 14,053.55
61.69	ROAD MILES INDEX MARKINGS	\$ 50.00	\$ 3,084.50
61.69	25% APPLICATION ADJUSTMENT	\$ 45.00	\$ 2,776.05
20 GAL*	YELLOW WATERBASE TRAFFIC PAINT	\$ 11.00/GAL	\$ 220.00
100 GAL*	WHITE WATERBASE TRAFFIC PAINT	\$ 11.00/GAL	\$ 1,100.00
2000 LBS.	GLASS BEADS	\$ 0.40/LBS.	\$ 800.00
GRAND TOTAL COUNTY			\$ 67,754.99

\*5 GAL Buckets

Paint Manufacturer - Waterborne Shirwin Williams  
 Type and Number Am 2352 white Am 2353 line for yellow  
 Attach Lab Test Data Quoted  
 Name of Contractor Ogelsby Construction Inc.  
 Contact Person Lynn Schmalzer  
 Signature and Title [Signature]  
 Business Address 100 Toledo Rd  
Newark Ohio 43057  
 Business Telephone 419-668-2204  
 Business Fax Number 419-668-1610



Bid 3

2017 COUNTY BID PROPOSAL  
PAVEMENT MARKING  
MADISON COUNTY, OHIO

APPROXIMATE QUANTITIES	DESCRIPTION	UNIT PRICE PER MILE	TOTAL PRICE
112.63	ROAD MILES WATERBORNE CENTERLINE	\$ 350.00	\$ 39,420.50
65.37	LANE MILES WATERBORNE EDGE LINE	\$ 280.00	\$ 18,303.60
61.58	ROAD MILES INDEX MARKINGS	\$ 14.00	\$ 861.84
61.68	25% APPLICATION ADJUSTMENT	\$ 70.00	\$ 4,309.20
20 GAL.*	YELLOW WATERBASE TRAFFIC PAINT	\$ 10.00/GAL.	\$ 200.00
100 GAL.*	WHITE WATERBASE TRAFFIC PAINT	\$ 10.00/GAL.	\$ 1,000.00
2000 LBS.	GLASS BEADS	\$ .35/LBS.	\$ 700.00
GRAND TOTAL COUNTY			\$ 64,795.14

\*5 Gal. Buckets

Paint Manufacturer - Waterborne Sherwin Williams  
 Type and Number 712352, 712353  
 Attach Lab Test Data \_\_\_\_\_  
 Name of Contractor Zero-Mark, Inc.  
 Contact Person Mike Mann  
 Signature and Title By: [Signature] president  
 Business Address: 10423 Derner Drive  
Streetsboro, OH 44241  
 Business Telephone 330-995-0100  
 Business Fax Number 330-995-0101

Bid 4

2017 COUNTY BID PROPOSAL  
PAVEMENT MARKING  
MADISON COUNTY, OHIO

APPROXIMATE QUANTITIES	DESCRIPTION	UNIT PRICE PER MILE	TOTAL PRICE
112.63	ROAD MILES WATERBORNE CENTERLINE	\$ 390.00	\$ 43,925.70
65.37	LANE MILES WATERBORNE EDGE LINE	\$ 315.00	\$ 20,691.65
61.58	ROAD MILES INDEX MARKINGS	\$ 100.00	\$ 6,156.00
61.68	25% APPLICATION ADJUSTMENT	\$ 57.50	\$ 3,539.70
20 GAL.*	YELLOW WATERBASE TRAFFIC PAINT	\$ 12.00/GAL.	\$ 240.00
100 GAL.*	WHITE WATERBASE TRAFFIC PAINT	\$ 12.00/GAL.	\$ 1,200.00
2000 LBS.	GLASS BEADS	\$ 0.35/LBS.	\$ 700.00
GRAND TOTAL COUNTY			\$ 70,352.45

\*5 Gal. Buckets

Paint Manufacturer - Waterborne Ennis Paint  
 Type and Number White Paint (EP430W1) & Yellow Paint (EP430Y02)  
 Attach Lab Test Data Lab test data not available until material is delivered, but product data sheet is attached.  
 Name of Contractor A&A Safety, Inc.  
 Contact Person Shawn Davy  
 Signature and Title By: [Signature]  
 Business Address: 1126 Ferris Road, Amelia, OH 45102  
 Business Telephone (513) 943-6100  
 Business Fax Number (513) 943-6106

Barrett Diabene T101007610

Subject: Membership Planning Committee – Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services, Director, to approve the updated list of membership for the Madison County Job & Family Services Planning Committee effective 8-14-17.



Lori Dodge-Dorsey, Director  
220 Wiley Street • London, Ohio 43140  
(741) 852-4770 • (741) 852-4758  
(741) 852-3200 • (741) 852-4770

Madison County Family Services Planning Committee

Committee Member	Address/Phone	Term
Carol Auld (County Board of DD)	1111 Dorset Drive London, Ohio 43140 (741) 852-8838 (work) cauld@madison.ohio.us	Does not expire
Robin Bruno (Public Children Services)	200 Wiley Street London, Ohio 43140 (741) 852-4770 Robinbrun@ohio.gov	Does not expire
Sue Wacker (JFS Support Enforcement)	200 Wiley Street London, Ohio 43140 (741) 852-4770 Sue.wacker@ohio.gov	Does not expire
Mark Dorton (Bridges Community Action Partnership)	285 W. High St. London, Ohio 43140 741-852-3611 wdorton@bridgesap.org	Does not expire
Sue McDaniel (Family Services)	11665 Dorset Rd SE London, Ohio 43140 Fmcsa.com@sbcglobal.net	Does not expire
Rufus Wason (Public Representative)	333 Northview Drive London, Ohio 43140 (741) 852-4554 rwason@colombus.ohio.gov	Does not expire
Sara Kiffin (County JFS)	200 Wiley Street London, Ohio 43140 (741) 852-4770 Sara.kiffin@ohio.gov	Does not expire
varad (FSGC)	200 Wiley Street PO Box 254 London, Ohio 43140 741-452-5340	Does not expire

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

August 14, 2017

Madison County Commissioners  
Court House  
London, Ohio 43140

Dear Commissioners:

This is a request to update membership for the following individuals in the Madison County Job and Family Services Planning Committee effective 8/14/17.

Carol Auld 1111 Dorset Drive  
London, Ohio 43140

Robin Bruno 200 Wiley Street  
London, Ohio 43140

Sara Kiffin 200 Wiley Street  
London, Ohio 43140

Mark Dorton Bridges Community Action  
London, Ohio 43140

Sue McDaniel 11665 Dorset Rd SE  
London, Ohio 43140

Rufus Wason 333 Northview Drive  
London, Ohio 43140

Sue Wacker 200 Wiley Street  
London, Ohio 43140

Madison County Family  
Council Coordinator  
PO Box 64  
London, Ohio 43140

MADISON COUNTY COMMISSIONERS

Sincerely,  
  
Lori Dodge-Dorsey  
Director

September 2, 2017

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

Subject: Personnel Action – Approved – Job & Family Services

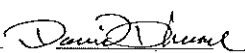
Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the personnel actions for the following:

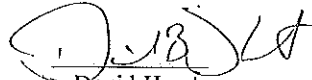
Erin Galloway from Fiscal Specialist to Budget Officer. Pay rate increase from \$16.92 to \$23.47. Effective 9-1-17.

Steve Kaifas from Budget Officer (Assistant Director to County Human Services Administrator (Director). Pay increase from \$36.61 to \$90,000.00 annually. Effective 9-1-17.

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

  
Mark Forrest

  
David Dhume

  
David Hunter

ATTEST: Katie Wiseman