

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: Increase PO Funding – Approved – Courthouse Construction

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

Increase: Courthouse Construction (1000-A04A-5-0090) PO#1235 in the amount of \$200,000.00.

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 – Inmate Housing

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

Decrease: Inmate/Medical Pharmacy (1000-A04B-5-0152) in the amount of \$10,000.00.

Increase: Inmate Housing (1000-A04B-5-0153) in the amount of \$10,000.00.

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

Subject: Increase PO Funding – Approved – Inmate Housing

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

Increase: Inmate Housing (1000-A04B-5-0153) PO#1121 in the amount of \$10,000.00.

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

Subject: Budget Revision – Approved – Bonding Station

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$0.60.

Increase: Bonding Station (1000-A04B-5-0156) in the amount of \$0.60.

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

Subject: Budget Revision – Approved – Coroner

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$1,200.00.

Increase: Coroner Contract Services (1000-A02F-5-0140) in the amount of \$1,200.00.

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

Subject: Increase PO Funding – Approved – Coroner

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

Increase: Coroner Contract Services (1000-A02F-5-0140) PO#1104 in the amount of \$1,000.00.

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

Subject: Budget Revision – Approved – Family & Children

Mr. Dhume moved per the request of Sherry Baldwin, Family & Children Fiscal Officer, to approve the budget revisions for the following:

Decrease: Family Council Contract Services (7040-T890-5-0140) in the amount of \$1,912.00.

Increase: Department F&C Revenue (7048-0000-0300) in the amount of \$1,912.00.

Decrease: Council Cent. Coord. Contract Services (7045-T890-5-0140) in the amount of \$3,221.00.

Increase: HMG HV/CC Revenue (7055-0000-0200) in the amount of \$3,221.00.

Decrease: HMG Part C Contract Services (7053-T893-5-0140) in the amount of \$30,352.34.

Increase: HMG GRF/C Revenue (7052-0000-0100) in the amount of \$30,352.34.

Decrease: Family Council Contract Services (7041-T890-5-0140) in the amount of \$15,750.00.

Increase: Department F&C Revenue (7048-0000-0200) in the amount of \$15,750.00.

Decrease: Council EI Part C Contract Service (7044-T890-5-0140) in the amount of \$15,269.82.

Increase: Dept HMG Part C Revenue (7053-0000-0100) in the amount of \$15,269.82.

MADISON COUNTY COMMISSIONERS
OCT 18 PM 3:14

Department: Madison County Dept Family and Children
Date: 10/23/2017

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Council	7040	Contract Services	7040-T890-0140
To:	Department F&C	7048	Revenue Account	7048-0000-0300
			Amount: \$	1,912.00
From:	Council Cent.Coord	7045	Contract Services	7045-T890-0140
To:	HMG HV/CC	7051	Revenue Account	7055-0000-0200
			Amount: \$	3,221.00
From:	HMG Part C	7053	Contract Services	7053-T893-0140
To:	HMG GRF/C	7052	Revenue Account	7052-0000-0100
			Amount: \$	30,352.34
From:			Contract Services	
To:			Revenue Account	
			Amount: \$	

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

TU = \$ 35,485.34

Roll call vote resulted as follows:
cc: Auditor _____
Originator _____
Originator File _____
Transfer File _____
C.J. _____ Page _____
Date: 10-23-17

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders); 10-18-17

Revised 10/18/2017

MADISON COUNTY COMMISSIONERS
OCT 20 PM 2:30

Sherry Baldwin 10/20/2017 2:16:43 PM

Department: Madison County Dept Family and Children
Date: 10/23/2017

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Council	7041	Contract Services	7041-T890-0140
To:	Department F&C	7048	Revenue Account	7048-0000-0200
			Amount: \$	15,750.00
From:	Council EI Part C	7044	Contract Services	7044-T890-0140
To:	Dept HMG Part C	7053	Revenue Account	7053-0000-0100
			Amount: \$	15,269.82
From:			Contract Services	
To:			Revenue Account	
			Amount: \$	

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

TU = \$ 31,019.82

Roll call vote resulted as follows:
cc: Auditor _____
Originator _____
Originator File _____
Transfer File _____
C.J. _____ Page _____
Date: 10-22-17

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders); 10-20-17

Revised 10/20/2017

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

Subject: Budget Revision – Approved – Recorder

Mr. Dhume moved per the request of Chuck Reed, Recorder to approve the budget revision for the following:

Decrease: Recorder Other Expense (1000-A06B-5-0046) in the amount of \$96.04.
Increase: Recorder Supplies (1000-A06B-5-0030) in the amount of \$96.04.

MADISON COUNTY RECORDER

CHARLES E. REED

CINDY ANDREWS
RACHEL KIMBLER



1 N. MAIN ST., rm.40
LONDON, OHIO 43140

PHONE: 740-852-1854
FAX: 740-845-1776

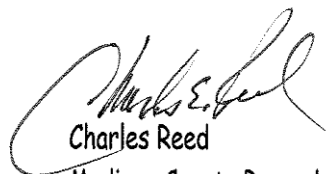
October 20, 2017

Madison County Commissioners
1 N Main St
London, OH 43140

County Commissioners

I am asking for a decrease and increase of appropriation as follows

Recorder, other expense (1000-A06B-50046) decrease by \$96.04
Recorder, supplies (1000-A06B-50030) increase by \$96.04


Charles Reed
Madison County Recorder

2017 OCT 20 AM 9:19
MADISON COUNTY
COMMISSIONERS

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

Subject: Appropriation – Approved – Recorder

Mr. Dhume moved per the request of Chuck Reed, Recorder, to approve the appropriation per unappropriated funds for the following:

Appropriate: Recorder Supplies (1000-A06B-5-0030) in the amount of \$600.00.

MADISON COUNTY RECORDER

CHARLES E. REED

CINDY ANDREWS
RACHEL KIMBLER



1 N. MAIN ST., rm.40
LONDON, OHIO 43140

PHONE: 740-852-1854
FAX: 740-845-1776

October 20, 2017

Madison County Commissioners
1 N Main St
London, OH 43140

County Commissioners

I am asking for an increase of appropriation as follows -

Recorder, supplies (1000-A06B-50030) increase by \$600.00

This amount of increase will allow our office to finish the year, in our supplies:

Thank You


Charles Reed
Madison County Recorder

MADISON COUNTY
COMMISSIONERS
2017 OCT 20 AM 9:49

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

Subject: Appropriation – Approved – Sheriff

Mr. Dhume moved per the request of Jim Sabin, Sheriff, to approve the appropriation per unappropriated funds for the following:

Vehicle Acquisition (4030-X100-5-0043) in the amount of \$105,000.00.



Madison County Sheriff

James P. Sabin

Post Office Box 558

London, Ohio 43140

Emergency 911 Non-Emergency 740-852-1212 Business 740-852-1332 FAX 740-852-7125

October 19, 2017


Madison County Commissioners
RE: Vehicle Acquisition Increase

Gentlemen,

To order vehicles for next year, which requires a purchase order, I am requesting an increase in the following line from available funds in the account.

Increase:
4030-X100-50043 Vehicle Acquisition \$ 105,000.00

Respectfully Submitted,



Sheriff James P. Sabin

Approved:



David Dhume



Mark Forrest



David Hunter

Dated: October 23, 2017

MADISON COUNTY
COMMISSIONERS
2017 OCT 23 AM 8:52

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 Steve Kaifas, Job & Family Services Director, to approve the contract between Department of Job & Family Services and Technical Resource Management for the services of urine drug screenings.

**JOB AND FAMILY SERVICES OF MADISON COUNTY
VENDOR CONTRACT**

This contract is entered into on 10/23/11 between the Department of Job and Family Services ("Agency") of Madison County, 200 Midway St., London, OH 43140 and Technical Resource Management LLC, doing business as Cordant Forensic Solutions ("Contractor") P. O. Box 70000, Flagstaff, AZ 86003, for the purchase of Urine: 10 drug panel screen and Oral fluid: 11 drug panel with confirmation (See Attachment I).

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 Department of Job and Family Services of Madison County in the administration of the Children Services program. This Contract is not intended to and does not establish a sub recipient or sub grantee 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 receives sufficient allocations 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 services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the required services or products in accordance with the contract (See Attachment I).

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed in the Scope of Services and Pricing Schedule, as attached in Attachment I.

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 goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- 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 I.D.).

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 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 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 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 10/01/2017, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 09/30/2018, 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 (D), 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 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. 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 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 5-A, 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 by a Party, the other Party 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 each Party 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 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 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 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 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, neither Party shall be relieved of liability to the other for damages sustained by the virtue of any breach of the Contract by the other Party. Both the Agency and the Contractor reserve the right to legal, administrative, and contractual remedies for damages sustained by it by virtue of any breach of the Contract by the other Party. 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 9 - 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 duly 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. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided.

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, ODJFS 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 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected 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 ask an 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 promising 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, 2921.42 or 2921.43, 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, 2921.42, and 2921.43 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 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 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, 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 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 negligent or willfully malicious 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 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. Neither party's liability for damages, whether in contract or in tort, may exceed the amount of direct damages incurred by the other Party. In no event is either Party liable for any indirect or consequential damages, including loss of profits, even if such Party 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 negligent performance of this Contract by Contractor, 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 related to any infringement suit due to Contractor's negligence. 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, which consent shall not be unreasonably withheld. 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 as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid 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 as required by law 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, as required by law, 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 as applicable including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, 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 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 19 – 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 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 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 C.F.R. Part 3);

- Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. 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, 89 Stat. 871);
- 29 CFR Part 98 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 (I) 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 1785, Revised Code, estate, or trust.

Article 20 - Child Support


Contractor agrees to cooperate with ODJFS 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

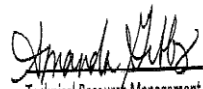
Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

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

JOB & FAMILY SERVICES OF MADISON COUNTY


Steven Kalfas, Director
Date 10/17/17

CONTRACTOR


Amanda Kibbs
Technical Resource Management LLC
d/b/a Cordant Forensic Solutions
Date 10-16-2017

MADISON COUNTY PROSECUTOR

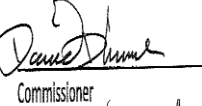
Approved as to Form and
Legal Sufficiency

By: _____
For Steve Pronai

_____ Date

**BOARD OF MADISON COUNTY
COMMISSIONERS**


Commissioner


Commissioner


Commissioner

10/23/17
Date

ATTACHMENT I
Services and Pricing

STANDARD SERVICES

- Cordant Forensic Solutions will also include the following at no additional charge:
- Basic Adulteration Check & Creatinine Levels
 - Confirmed-positive samples will be stored in a secured environment frozen for six months.
 - Storage of negative specimens for seven days
 - 24 hour results on negatives from receipt of urine specimen
 - 24-48 hour results on positives from receipt of urine specimen
 - Technical consultation by professional staff including our certifying scientist and scientific director.
 - Confirmations are performed using GC/MS (Gas Chromatography/Mass Spectrometry) or LC/MS/MS (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry).
 - Legally defensible forensic urine toxicology results.
 - Access to Cordant Forensic Solutions Client Services Department through a toll-free telephone number Monday-Friday 8 am to 5 pm MST.
 - Cordant Forensic Solutions meets or exceeds CAP-FDT and HIPAA guidelines for client confidentiality and protection of sensitive data.
 - Specimen containers with attached temperature strips for urine.
 - Web based evidence-directed program management (Sentry™ by Cordant Forensic Solutions)

RESULT REPORTING

Negative screen results will be reported within 24 hours of receipt of specimen. Results on positive specimens confirmed by GC/MS or LC/MS/MS will be reported within 24 to 48 hours. Results will be reported via secure web access Sentry™ by Cordant Forensic Solutions.

CORDANT FORENSIC CERTIFICATIONS

Certified by the College of American Pathologists as a Forensic Drug Testing Laboratory (CAP-FDT)
Clinical Laboratory Improvements Amendments (CLIA)

Pricing Schedule

Instant Kit and Laboratory Service	Pricing
Urine: 11 Drug Instant Kit <ul style="list-style-type: none"> • Kit: Amphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Methadone, Propoxyphene, THC/Cannabinoids, PCP, Buprenorphine, and Ethanol. • Panel 724 with automatic confirmation including Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Methadone, Propoxyphene, THC/Cannabinoids, PCP, Buprenorphine, and EtG at no additional cost. 	\$25.00
Quantisal Oral Fluid Collection Device <ul style="list-style-type: none"> • Panel 727 with automatic confirmation including Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, and THC/Cannabinoids at no additional cost. 	\$25.00
EtG/EtS Urine Alcohol (not ordered through the 11 drug panel above) Automatic confirmation will occur on all positive screens, but there will be no additional charge for the confirmation.	\$18.95
Spice-K2 Urine Testing <ul style="list-style-type: none"> • Screen is performed by ELISA and marked as negative/present; automatic confirmation of positives by LC/MS/MS 	\$28.00
Synthetic Stimulants (Bath Salts/KHAT) Urine Testing:	
Screen Test	\$25.00
Automatic Confirmation on all positives (per analyte)	\$20.00

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