

Commissioners Journal # 87 Page 77

October 23, 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: 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. ⁵⁰⁰
10-23-17

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 El 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
1101 18th St S-14

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

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Amount was made by _____ and recorded by _____
to approve the following transfer(s):

From: Family Council	7040	Contract Services	7040-T890-5-0140
To: Department F&C	7048	Revenue Account	7048-0000-0300
		Amount \$	1,912.00
From: Council Cent. Coord.	7045	Contract Services	7045-T890-5-0140
To: HMG HV/CC	7055	Revenue Account	7055-0000-0200
		Amount \$	3,221.00
From: HMG Part C	7053	Contract Services	7053-T893-5-0140
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.

RE: \$ 35,000.00

Roll call was conducted as follows:
cc: Auditor
Clerk
Clerk/Fiscal Officer
Transfer File

David Hunter
Clerk
Date: 10/23/17

SEE FISCAL ACKNOWLEDGEMENT. I have reviewed the above referenced accounts and have verified that appropriations are available, and that all prior encumbrances (including budgetary control numbers) are properly accounted for.

Revised 10/23/2017

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

MADISON COUNTY
COMMISSIONERS
1101 18th St S-14

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

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

Amount was made by _____ and recorded by _____
to approve the following transfer(s):

From: Family Council	7040	Contract Services	7040-T890-5-0140
To: Department F&C	7048	Revenue Account	7048-0000-0300
		Amount \$	1,912.00
From: Council El Part C	7044	Contract Services	7044-T890-5-0140
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.

RE: \$ 17,181.82

Roll call was conducted as follows:
cc: Auditor
Clerk
Clerk/Fiscal Officer
Transfer File

David Hunter
Clerk
Date: 10/23/17

SEE FISCAL ACKNOWLEDGEMENT. I have reviewed the above referenced accounts and have verified that appropriations are available, and that all prior encumbrances (including budgetary control numbers) are properly accounted for.

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.

Barnett Brothers T1702598LD

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

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 – Recorder

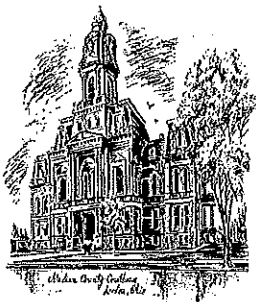
Mr. Dhume moved per the request of Chuck Reed, Recorder, to approve the appropriation per unappropriated funds for the following:

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 9:19

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

Burrell Brothers T1102998LD

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 740-853-1212 Business 740-851-1312 FAX 740-853-7115

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

MADISON COUNTY
COMMISSIONERS
2017 OCT 23 AM 9:52

Respectfully Submitted,

Sheriff James P. Sabin

Approved:

David Dhume

Mark Forrest

David Hunter

Dated: October 23, 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 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 entered into on 10/20/17 between the Department of Job and Family Services (Agency) of Madison County, 200 McHenry St., London, OH 43141 and Technical Resource Management LLC, doing business as Contract Forensic Solutions ("Contractor") P.O. Box 1000, Pleasant Hill, OH 43086, for the purchase of Urine: 10 drug panel screen and Urine: 11 drug panel with verification (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 Department of Job and Family Services of Madison County in the administration of the Children Services program. This Contract is not transferable and does not entitle a sub recipient to any greater liability or other terms as defined in Ohio 23A 202 or in the federal 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 makes sufficient allocations from the budget. The Agency agrees that in the event of all circumstances will be held responsible upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the general and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be decreased so that the Agency can readily access needed.

B. Contractor Responsibilities - The Contractor will furnish all of the required services as provided in accordance with the contract (see Attachment 1).

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor for the amount billed in the Scope of Services and Billing Schedule, as attached in Attachment 1.

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 include in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residential address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided at 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 150 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 covering grant or 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.

Barrett Brothers T:\702698.D

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 10/24/2017, 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 void and enforceable until the Madison County Auditor certifies pursuant to Section 5705.61 (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 existing 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 final 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, conditions 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 as that the Contractor has provided up to the date of termination or of its inability to receive the terms of this Contract shall be eligible to be paid and paid according to the provisions of Article 10 of this Contract. The parties further agree that should the Contractor be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such as that 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 liable to tender or allow 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 unless otherwise requested by the Agency. Notwithstanding the above, neither party shall be released from liability to the other for damages sustained by the other as a result 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 either party 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 to the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Records Accessibility 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, surveys, and investigations.

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

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 (a) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1995 (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

Barrett Brothers TTY0226860

agrees to adhere to the applicable standards of work as set forth in Sections 3103, 3104, 3104.01 or 3104.02, labeled Code, and will maintain a written record of the work done or tested.

Contractor agrees to comply with all applicable codes and standards with the requirements of sections 3103, 3104, 3104.01, and 3104.02 of the Label Code and the portion of the Agency Code of Ordinances which apply to the contractor, and that the contractor will generally notify the Agency of any existing conditions of interest or potential violations of state or federal laws.

Article 11 - Independent Contractor

Contractor agrees that no agency, employee, 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 law, regulations, which may apply to Contractor, including any laws, rules, regulations, or ordinances which may apply as a result of incorporation, whether in or out of state, which are not subject to review or modification by the state.

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 Federal Unemployment Tax Act, the Federal Income Tax Act, the provisions of the Internal Revenue Code, the Fair Labor Standards Commission law, and the Copyright Act. Contractor is not an employee, agent, or other representative of the Agency. Contractor is not an agent, employee, or other representative of the Agency. Contractor is not an agent, employee, or other representative of the Agency. Contractor is not an agent, employee, or other representative of the Agency.

Article 13 - Indemnification of Liability, Contractor Duties

A Contractor agrees to hold the Agency, any official or employee of the Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from negligence or willful or wanton conduct of the contractor or the contractor's subcontractors. Contractor will defend the Agency, any official or employee of the 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 hold the Agency, any official or employee of the Agency, any subcontractor, and Madison County harmless from any and all claims for injury resulting from any judgments for infringement of patent or copyright rights. Contractor will not permit any subcontractor to be held responsible against the Agency or Madison County for any labor, services, or materials furnished 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 been that a subcontractor is not competent or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately establish a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 10 – Compliance

This contract and any modifications, amendments, or addendums, shall be prepared, executed, and returned under the hand of both.

Article 11 – 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 or contemporaneous negotiations, representations, or contracts, oral or written or not, between the parties to this contract. The parties shall not modify this contract in any manner except by instrument, in writing, executed by all parties to this contract.

Article 12 – 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 case, 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 as which it is held to be invalid or unenforceable, shall remain in effect and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Article 13 – 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 beliefs, or place of birth. The Contractor will take affirmative action as required by law to ensure that during employment, all levels of employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political beliefs, or place of birth. Such action shall include but not be limited to employment, upgrading, demotion or transfer; recruitment or advertising; layoffs; or termination rates of pay or other forms of compensation and selection for training, jobbing opportunities. The Contractor will incorporate the foregoing requirements of this Section in all of its subcontracts 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 14 – 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 3);
- Sections 103 and 307 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

Burrett Brothers T1702899LD

- laboring services (R.C. 31.03)
- Section 336 of the Clean Air Act (42 U.S.C. 1857) (4) section 338 of the Clean Air Act (42 U.S.C. 1858), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 101)
- Mandatory air discharge and pollution control or any other discharge or control in the state energy conservation plan based in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 91 Stat. 401)
- 29 C.F.R. Part 1910 and 1910.15 regarding a drug-free workplace. Contractors will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or public property will not purchase, possess, use or possess legal drugs or alcohol, or other prescription drugs in any way.
- Section 3112.01 (1) or (2), Revised Code, which requires 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 exceeding more than five hundred dollars in a single contract or for the purchase of services with a corporation, individual, partnership or other enterprise or individual, association, including, without limitation, a professional association organized under Chapter 1133, Revised Code, unless, at least:


Article 10 - OHS Support


Contractor agrees to cooperate with OHS in any effort to support enforcement agency in ensuring Contractor or employees of Contractor meet all support obligations established in the state or federal law. By executing this contract, Contractor certifies present and future employees with responsibility for the performance of the work under this contract will be issued passes in Chapter 1113, Revised Code.

Article 11 - Benefits

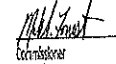
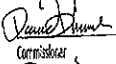
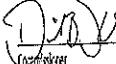
Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization or any other fringe benefits to employees of the state of Ohio or of Madison County.

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.

JOB & FAMILY SERVICES OF MADISON COUNTY

 Steven Keller, Director Date 10/17/17

CONTRACTOR

 Amanda Wilks 10-16-2017
 Technical Resource Management LLC Date
 Alpha Contract Forensic Solutions

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

By: 
 For Steve Peroni Commissioner

 Commissioner

 Commissioner
 10/23/17
 Date

**ATTACHMENT
Services and Pricing**

STANDARD SERVICES

- Conduct forensic analyses and include the following at no additional charge:
 - ▶ Risk Assessment Check & Certificate
 - ▶ Analytical methods and include a record to document forensic results
 - ▶ Sample of representative for each type
 - ▶ All forensic analyses from receipt of the specimen
 - ▶ 24-hour results on path or forensic of forensic specimens
 - ▶ Includes transportation of specimens and collection of specimens and scientific director
 - ▶ Conduct forensic analysis (GC/MS for Chromatography/Mass Spectrometry) or (GC/MS for GC/MS Chromatography/Mass Spectrometry/Infrared Spectrometry)
 - ▶ Apply forensic analysis of the laboratory results
 - ▶ Access to forensic forensic science services department through 1-800-445-3333 or 614-292-3333
 - ▶ Conduct forensic forensic science or research (GC/MS and IR) and forensic forensic science and forensic forensic science
 - ▶ Specimens analyzed with forensic forensic science
 - ▶ Web-based evidence control program managed (Security) by Central Forensic Services

QUALITY REPORTING

Report forensic results will be reported within 24 hours of receipt of specimen. Results of positive specimens analyzed by GC/MS or (GC/MS) will be reported within 24 to 48 hours. Results will be reported to the state web-based by Central Forensic Services.

OHIOAN FORENSIC CERTIFICATION

Conducted by the College of Forensic Technology as a Forensic Testing Laboratory (CFTL) Ohio Laboratory by forensic forensic science (LH)

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 Edesol. • Panel 724 with automatic confirmation including Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, Methadone, Propoxyphene, THC/Cannabinoids, PCP, Buprenorphine, and EDU 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/EIS 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/positive; automatic confirmation of positives by LCMS/MS 	\$28.00
Synthetic Stimulants (Bath Salts/KHAT) Urine Testing:		
Screen Test		\$25.00
Automatic Confirmation on all positives (per analysis)		\$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.

Subject: Agreement – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the agreement between Job & Family Services and the Proctor Camp and Conference Center to provide services in accordance with the agreement below.

Department of Family & Children of Madison County
Purchase of Service Agreement

This Agreement made and entered into on the 12th day of October, 2017, by and between Department of Family & Children of Madison County, P.O. Box 614, London, Ohio 43140 (hereinafter "Department") and the Proctor Camp and Conference Center, 11135 S. R. 31 St., London, Ohio 43140 (hereinafter "Provider") and the Board of Madison County Commissioners, 1 N. Main St., London, Ohio 43140.

The Department is a division of the Ohio Revised Code and by 45 CFR 228 to contract with public or private agencies or individuals for the purchase of services. The following are the terms of the Agreement:

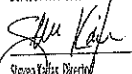
1. **PURPOSE OF SERVICE:** Subject to the terms and conditions set forth in this agreement, Department agrees to purchase and Provider agrees to furnish specific services, which will include, but are not limited to, the following:
 - The Provider will furnish all of the required services or products in accordance with the scope of services (see Attachment A).
2. **CONTRACT PERIOD:** This agreement will be effective from July 1, 2017 to June 30, 2018 inclusive unless otherwise terminated. This agreement may be renewed for one (1) year or longer at the Department's discretion and based on negotiated services and/or rate changes, if applicable.
3. **COST ADJUSTMENT OF PURCHASED SERVICES:** Department agrees to pay Provider upon satisfactory completion of required services, provided the Department receives sufficient allocations for the full term. The Department 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 as submitted in applicable, and all attachments to this agreement. Delivery of purchased services shall also be guaranteed so that the Department receives services at the rate of:
 - \$300 per child for each week with a minimum payment of \$100 (eight years old)
4. **PAYMENT FOR PURCHASED SERVICES:** No invoice will be paid until the agreement is fully executed and Provider has received payment of such invoice. Provider will submit an invoice to the Department requesting purchased services within 10 days of the end of the service period. Invoice should include a statement of services and billable hours of service. The Department will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of invoice. Mail to office: Madison County Department of Family & Children, P.O. Box 614, London, Ohio 43140.

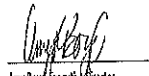
5. **INDEPENDENT CONTRACTORS:** Provider will act in performance of the Agreement in an independent capacity, and not as an officer or employee or agent of the Department.
6. **ELIGIBILITY FOR SERVICES:** Eligibility of individuals to receive purchased services shall be determined in accordance with state and local rules, laws, and regulations.
7. **INDEMNIFICATION AND INSURANCE:**
 - a) The Provider understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Provider.
 - b) The Provider shall indemnify and hold the County harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Provider's premises or while the child(ren) are in the care and control of the Provider, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
 - c) The Provider shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Provider or any employee, agent or representative of the Provider.
 - d) The Provider shall at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with federal funds as provided to other property owned by the recipient. Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable risks, which would cause injury or death.
8. **DISCLOSURE OF INFORMATION:** Provider agrees that it is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.27.1 and 5101.28, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-37-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.93.
9. **ETHICS LAW:** By signing this Agreement, Provider certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

Barrett Boehm TTY: 614.686.1000

10. **NON-DISCRIMINATION PROVISIONS:** The Provider agrees
- a. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates; and
 - b. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
11. **CIVIL RIGHTS:** Department and Provider agree that in the performance of this Agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included are the Americans with Disabilities Act. It is further agreed that the Provider will fully comply with all appropriate federal and state laws regarding such discrimination and the right to a method of appeal will be made available to all persons served under this agreement.
12. **MODIFICATIONS:** Modifications of this Agreement may be made by the written mutual consent of the parties hereto.
13. **TERMINATION:** This Agreement may be terminated by either party at any time upon thirty (30) days written notice.

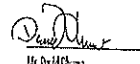
In Witness Whereof, the parties have hereunto set their hands or seals or caused this Agreement to be executed by their duly authorized officers or agents.

MADISON COUNTY
DEPT. OF FAMILY AND CHILDREN

Steven Salas, Director
10/19/17
Date

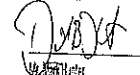
PROVIDER / PROCTER CENTER

Amy Boyd, Executive Director
10/19/17
Date

MADISON COUNTY PROSECUTOR
Approved as to form and
legal sufficiency

BOARD OF MADISON COUNTY
COMMISSIONERS

By: 
For State Prosec

Date: 10/19/17
Mr. Mark Forrest


Mr. Mark Hunter
Date: 10/19/17
Date

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

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Subject: Subgrant Agreement – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the subgrant agreement between Job & Family Services, and Family & Children for services in accordance with the subgrant agreement below.

Madison County DHS SY2016-18

Madison County DHS SY2016-18

Subgrant Agreement

RECITALS:

This Subgrant Agreement is entered into between the Madison County Department of Job and Family Services, 200 McKinley St., London, OH 44640 (hereinafter referred to as "Grantor") and the Madison County Department of Family and Children, PO Box 64, London, OH 44640 (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant awarded to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and is used for research and development purposes. The grant award is under the authority of the TANF Regular Allocation (Temporary Assistance for Needy Families), 8156A, Grant #SC0118, FTY 18, Department of Health and Human Services/ODJFS.

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means the Madison County Department of Job and Family Services.
- B. "Subgrantee" means the Madison County Department of Family and Children.
- C. "Financial assistance" means all cash, reimbursements, other payments, or extensions of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including proceeds from asset sale, as defined in section 11714 of the Revised Code, used by the Subgrantee to make federal, state or county loans.
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law, local acts in an Act, Ohio Administrative Code (OAC) rules, any federal Order of Management and Budget (OMB) circulars, local and federal statutes or regulations that apply to state and local governments, the relevant laws and conditions of any federal agency, as well as any resolutions or policies adopted by the Madison County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Promissory Warrants and Order of Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, amended, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "CFDA" means the Code of Federal Regulations assigned to a federal grant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by a grantee Subgrantee pursuant to this Subgrant Agreement.

- B. SUBGRANTEE will report to the contact specified in Article VI, below, who may coordinate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE'S performance under this Agreement. SUBGRANTEE will comply with any instructions or requests by the contact of GRANITOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any restrictions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended to do not amend or alter this Agreement or any part thereof. SUBGRANTEE acknowledges that any instructions or requests not in compliance with the terms and conditions of this Agreement, SUBGRANTEE agrees to consult the specified contact for GRANITOR named in Article VI, below. SUBGRANTEE agrees to consult the designated contact for GRANITOR as necessary to ensure proper execution of Subgrant activities and their successful completion.

ARTICLE II. RESPONSIBILITIES OF GRANITOR

- Grantor agrees to:
 - A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
 - B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
 - C. Provide information on current and any subsequent changes to the terms and conditions of the grant award as addressed in this Agreement.
 - D. Provide technical assistance and training to assist Subgrantee, with the intent of assisting resources, in meeting its obligations under this Agreement.
 - E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

- Subgrantee agrees to:
 - A. Ensure the funds subject to this Subgrant Agreement are used in accordance with all conditions, requirements and restrictions of federal, state and local laws, the federal laws and conditions of the grant award, and of this Subgrant Agreement.
 - B. Subgrantee agrees to all duties as detailed in Article II of agreement and requirements of POC organization, Division of Approval and Office of the chief of your application for assistance detailed in Attachment II of agreement.
 - C. Monitor all private and governmental entities that receive payments from Subgrantee awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
 - D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
 - E. Promptly reimburse Grantor for any funds Grantor pays in any event because of an advance and if funding, otherwise equally to be held, final determination of federal financial participation, or other action or penalty for which Grantor is responsible.
 - F. Take prompt corrective action, including paying amounts resulting from an advance funding sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other

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with additional funding, state or local tax or otherwise, will be available, requests, and methods applicable to the federal program funds of the Subgrantee and the federal government will be available.

6. Any additional funds that are received for the preparation of reports, including but not limited to reports requested and required by GRANTEE.

8. Make such records to County COMS, the Auditor of the State, federal agencies, and other authorized government agencies for review, audit and inspection.

ARTICLE IV AGREEMENT OF THE GRANTEE

A. This Subgrant Agreement will be effective from 10/1/2017 through June 30, 2018 unless this Subgrant Agreement is suspended, terminated pursuant to ARTICLE VI, prior to the above term of this date.

B. In addition to Section A above, the grantee understands that the County and Subgrantee that this Subgrant Agreement will be used and administered and the Madison County Auditor certifies pursuant to Section 117 (D) Revised Code, that the amount reported to meet the County's obligation in the case of a continuing Subgrant Agreement will be performed in whole or in part on a regular basis per the amount reported to meet the obligation to the federal government in the Subgrant Agreement rate, has been lawfully applied to such purposes in the history of the process of collection in the event of an appropriation for other than any previous encumbrances.

ARTICLE V OBLIGATIONS

A. Payment will be made to Subgrantee by Madison County monthly in arrears as follows:

B. Payment will be made to Subgrantee on a monthly basis as follows: The Subgrantee may bill Madison County for reimbursement of disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be submitted, dated, and submitted to the Subgrantee, show the actual amount of disbursements (i.e., include the invoice for the equipment, travel, supplies, etc.) to the Subgrantee and invoice the amount to be billed. All invoices must be submitted to the COMS, Ohio State Department, 220 Michigan St., London, OH 45301.

Grantee will make payment of all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice shall be submitted to the County Auditor within 30 days of the expiration date of this Subgrant Agreement. The final invoice shall include notification to the extent that payment of the invoice exceeds complete satisfaction of all of County's obligations under the terms of Subgrant Agreement. Subgrantee releases and discharges County from all other claims and obligations under this Subgrant Agreement, payment of this invoice.

C. Subgrantee understands that availability of funds is subject to appropriation made by the Ohio General Assembly, COMS, funding program administered by the State of Ohio, such as federal funds, and appropriated by the Madison Board of County Commissioners. If, at any time, the County Auditor determines that federal, state or local funds are insufficient to meet existing or anticipated spending from the County Auditor may make, suspend, or terminate any cash, state, federal, or other program, or allocation of funds provided by County to Subgrantee, or other form of financial assistance to the County Auditor determine appropriate. The Ohio General Assembly, COMS, funding program administered by the State of Ohio, such as federal funds, or the Madison Board of County Commissioners may at any time terminate funding for the purposes of the terms of this Subgrant Agreement. This Subgrant Agreement will be terminated as of the date funding program and disbursement of Madison County.

D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement, pursuant to OMB Circulars A-116 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and 2 CFR 200, as well as 45 CFR 74 or 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.24 or 45 CFR 92.20, as applicable, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

2. Period of Availability of Funds: Pursuant to 45 CFR 74.23 or 45 CFR 92.23, as applicable, SUBGRANTEE and its subgrantee(s) may change to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Notice to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party-in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.

4. Program Income: Program Income must be used and accounted for as specified in 45 CFR 74.24 or 45 CFR 92.25, as applicable to SUBGRANTEE.

5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, the use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 92.31, as applicable.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 or 45 CFR 92.32, as applicable.

7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33 as applicable.

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Madison County DHS

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ARTICLE V. RECORDS

- A. Subgrantee must maintain documentation concerning all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation in support of transactions and to permit a reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which states takes compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;
 3. Changes made and payments needed for items identified in paragraphs (B)(1) and (2) of this Article; and
 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this agreement for a period of (seven) 7 years.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular 2 CFR 200, unless a waiver has been granted by a federal agency. Subject to the fiscal year payments of 45 CFR 74.26 or 45 CFR 92.26, as applicable, and OMB Circular 2 CFR 200, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular 2 CFR 200, Subpart E, § 201.50, that covers funds received under this agreement. Subgrantee must send or mail a copy of the final audit report to Grantor at 1000 P.S. 200 Highway St., London, OH 43130 within (90) weeks of Subgrantee's receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an adduce under OMB Circular 2 CFR 200 include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of appropriate internal controls;
 3. Preparation of appropriate financial statements, including a schedule of federal awards expended;
 4. Proper performance and timely submission of an OMB Circular 2 CFR 200 audit report;
 5. Follow-up on audit findings, including the preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An

Madison County DHS

SFY2018-01

agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

- 2. Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.
- 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disagreement of the Subgrant Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VI, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, federal, state or local law, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Withhold or partly suspend or terminate the amount owed for the Subgrantee or its subgrantee(s) Subgrant activity;
 4. Withhold future awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that should, where not limited by, the suspension or termination of all contracts and subgrants completed in the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee receives the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties enumerated in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

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ARTICLE VII. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, delay, or other financial issues regarding this Subgrant Agreement will be sent to the Director of Madison County Department of Job and Family Services at 200 Keyway St., London, OH 43130.
- B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, delay, or other financial issues regarding this Subgrant Agreement will be sent to the Director of the Fiscal Director of Madison County Department of Family and Children at 100 Box 84, London, OH 43130 or the Madison County Commissioners at 1 North Main St., London, OH 43130.
- C. Notice communications from GRANTEE or SUBGRANTEE and from SURETY TO GRANTEE will be delivered to the representative designated in Article 4.0 of this Article VII. Each party will retain a written record of any such communications.
- D. All notices in accordance with sections A or B of this Article VII will be in writing and will be deemed given when received. All notices shall be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VIII. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article X, below, this Subgrant Agreement may be amended only a document signed by both parties. Both Grantor and Subgrantee agree that any amendments to terms or conditions that herein will result in the modification of this Subgrant Agreement without the necessity for creating a new instrument. Any written amendment to this Subgrant Agreement will be prospective in effect.

ARTICLE IX. ASSIGNMENT

Grantor may elect to provide information concerning this Subgrant Agreement in advance herein. Any entities to this Subgrant Agreement will not be bound to sign. Any claim on or from a provider following the receipt of the information will constitute acceptance of the terms and conditions contained in the advance Subgrant Agreement. Grantor may modify any information by making a modified version to Subgrantee. Any claim on or from the provider following the receipt of the terms and conditions contained in the modified version.

ARTICLE X. SUBGRANTEES

- A. Subgrantee may perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subgrant made by Subgrantee, without the prior express written authorization of Grantor.
- B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 94.14 or 45 CFR 92.11, as applicable, and will impose upon any subgrantee the requirements of 45 CFR 94.14 or 45 CFR 92.11, as applicable, as well as federal, state and local law. Assignment of a subgrant to a contractor shall be made by means of a subgrant agreement which requires the entity receiving the award to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant of Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 50421 of the Revised Code.

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- C. Debarment and Suspension: As provided in 45 CFR 94.13 or 45 CFR 92.35, as applicable, Subgrantee and its subgrantees shall create any record or permit any record of any free or any party that is debarred party that is debarred or is otherwise excluded from or ineligible for participation in federal assistance programs.
 - D. Provision of Title: While Subgrantee and its subgrantees may conduct their own procurement processes, the procedures shall conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 92.36 or 45 CFR 94.14 through 45 CFR 94.13, in the event of conflict between federal, state, and local requirements, the most restrictive shall be used.
 - E. Monitoring: Subgrantee shall manage and monitor the entire operation of subgrantee special activities, including each project, program, subgrant, and function supported by Subgrantee's subgrantee, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee determines that subgrantee funding has not been used in accordance with federal, state and local laws, Subgrantee may take action to recover such funding.
 - F. Audit: Grants that are subject to reporting five hundred thousand and 62100 Dollars (\$500,000) or more in federal awards during the subgrantee's fiscal year shall meet the audit requirements of 45 CFR 94.26 or 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report shall be sent to SUBGRANTEE within ten (10) weeks of the subgrantee's receipt of any such audit report.
 - G. Data as Part of a Project: Subgrantee shall perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrantee to other entities, including, but not limited to:
 1. Identify the federal awards made by identifying each subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Address subrecipient of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by OIGFS or by SUBGRANTEE.
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 4. Ensure that subrecipients are reporting five hundred thousand and 62100 Dollars (\$500,000) or more in federal awards during the subgrantee's fiscal year have met the audit requirements of 45 CFR 94.26 or 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report shall be sent to SUBGRANTEE within ten (10) weeks of the subgrantee's receipt of any such audit report.
 5. Issue a management report on audit findings within six (6) months after receipt of a subrecipient's audit report and ensure the subrecipient takes appropriate and timely corrective action.
 6. Determine whether audits of subrecipients requires adjustments of SUBGRANTEES or records.
 7. Require each subrecipient to permit OIGFS, any other state or government entity, and federal and state entities to have access to their records and financial statements.
- ARTICLE X. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS
- By accepting this Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby certifies current and continued compliance with each condition listed in this Article X. SUBGRANTEES

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ARTICLE VII. NOTICES

A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal action regarding this Subgrant Agreement will be sent to the Director of Madison County Department of Job and Family Services at 200 West St., London, OH 43141.

B. Notices to the Subgrantee from Grantor that concern termination, suspension, breach, default, or other formal action regarding this Subgrant Agreement will be sent to the Director or Chief Fiscal Director of Madison County Department of Family and Children at 200 West St., London, OH 43141 or the Madison County Commissioners at 1 North Main St., London, OH 43141.

C. Notice communications from GRANTEE to SUBGRANTEE and from SUBGRANTEE TO GRANTOR will be between the respective designees in subsection 4.0 of this Article VII. Each party will retain a written record of any such communications.

D. Notices in accordance with sections A or B of this Article VII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that does not depend solely on the appropriate address listed in subsection 4.0.

ARTICLE IX. AMENDMENT

This document outlines the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article X, below, this Subgrant Agreement may be amended only by document signed by both parties. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the immediate modification of this Subgrant Agreement without the necessity for creating written amendments. Any written amendments to this Subgrant Agreement will be prepared in writing.

ARTICLE X. ASSIGNMENT

Grantor may desire to provide the reason concerning this Subgrant Agreement in advance in writing. Any advance to this Subgrant Agreement will not be signed by Grantor until receipt of the Subgrantee's acknowledgment of the terms and conditions contained in the advance. Subgrantee may modify any advance in writing a modified version to Subgrantee. Any advance or other of the modified advance will constitute assignment of the terms and conditions contained in the modified advance.

ARTICLE XI. SUBGRANTS

A. Subgrantee may perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's offices or sub-agencies to this Subgrant Agreement may be subcontracted, or shall this Subgrant Agreement be assigned, or any sub-agency created by Subgrantee, without the prior express written authorization of Grantor.

B. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 114 or 45 CFR 92.52, as applicable, and will impose upon any subgrantee(s) the requirements of 45 CFR 114 or 45 CFR Part 92, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the award to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant. All Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 50121 of the Revised Code.

C. Debarment of Subgrantee. As provided in 45 CFR 114.11 or 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award of any funds to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

D. Procurement. While Subgrantee and its subgrantees may use their own procurement procedures, the procedures shall conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 101.30 or 45 CFR 114.9 through 45 CFR 114.11. In the event of conflict between federal, state, and local requirements, the most restrictive shall be used.

E. Monitoring. Subgrantee shall manage and monitor the financial operations of subgrantee supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrantee to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee determines that a subgrant funding has not been used in accordance with federal, state and local law, Subgrantee must take action to recover such funding.

F. Audit. Ensure that subgrantees expending five hundred thousand (\$500,000) or more in federal awards during the subgrantee's fiscal year have met the audit requirements of 45 CFR 114.26 or 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subgrantee's receipt of any such audit report.

G. Data as Pass-through Entity. Subgrantee must perform those functions required under federal, state and local law as a subgrantee of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities, including, but not limited to:

1. Identify the federal awards made by financing each subgrantee of the CFDA file and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When source of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
2. Advise the recipients of requirements imposed on them by federal law, regulation, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODFORS or by SUBGRANTEE.
3. Monitor the activities of subgrantees as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
4. Ensure that subgrantees expending five hundred thousand (\$500,000) or more in federal awards during the subgrantee's fiscal year have met the audit requirements of 45 CFR 114.26 or 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the subgrantee's receipt of any such audit report.
5. Issue a management report on audit findings within six (6) months after receipt of a subgrantee's audit report and ensure the subgrantee takes appropriate and timely corrective action.
6. Determine whether audits of subgrantees requires adjustments of SUBGRANTEE'S own records.
7. Require each subgrantee to permit ODFORS, any other state or government entity, and federal and state entities to have access to their records and financial statements.

ARTICLE X. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting this Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms overall and continued compliance with each condition listed in this Article X. SUBGRANTEE'S

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notification of compliance with each of these conditions is considered a condition precedent for all but upon the GRANTEE's compliance with the Subgrant Agreement.

A. If at any time, SUBGRANTEE is not in compliance with the conditions set forth in this Section GRANTEE will consider the Subgrant Agreement to be void ab initio and will take such action as SUBGRANTEE. Any funds for the GRANTEE paid SUBGRANTEE for work performed hereunder shall be considered to be the property of GRANTEE and shall not be recoverable by SUBGRANTEE.

1. Federal Debarment Requirements. SUBGRANTEE certifies that neither SUBGRANTEE nor any principal is presently debarred, suspended, proposed for debarment, debarred, indicted, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 48 CFR 91.101-103, 48 CFR 91.101-104, or 48 CFR 201.16-1 (DCA). SUBGRANTEE also certifies that neither (i) any principal nor (ii) any person associated with SUBGRANTEE or any principal is:

- a. Has been convicted of, or had a civil judgment rendered against them for commission of, fraud in connection with a Federal, State, or local contract or order or a public transaction in violation of Federal or State anti-trust statutes in connection with the procurement, sale, lease, purchase, or distribution of property, realty, or other assets; or
- b. Has been convicted of, or had a civil judgment rendered against them for commission of, fraud in connection with a Federal, State, or local contract or order or a public transaction in violation of Federal or State anti-trust statutes in connection with the procurement, sale, lease, purchase, or distribution of property, realty, or other assets.

A. If at any time, SUBGRANTEE is not in compliance with the conditions set forth in this paragraph and has not taken any public transaction in violation of Federal or State anti-trust statutes in connection with the procurement, sale, lease, purchase, or distribution of property, realty, or other assets.

2. Qualification to do Business. SUBGRANTEE certifies that it has had a body to apply for Federal assistance and has been duly recognized and licensed to do business in the State of Ohio and is qualified to perform the work proposed to be performed under the Subgrant Agreement and completion of the project described in this application.

3. Funding in Recovery. SUBGRANTEE certifies that neither SUBGRANTEE nor its principals are subject to a funding recovery order under 48 CFR 91.101-104, or has taken the appropriate remedial steps required, as otherwise specified under 48 CFR 91.101-104 to comply with Order of the Federal Acquisition Regulation of the State of Ohio.

4. Mutual Assistance to Form and Organization. SUBGRANTEE certifies that SUBGRANTEE, its principal, officers, or persons with a controlling interest in SUBGRANTEE organization are in compliance with 48 CFR 201.16-1 in that none of the above named have provided Mutual Assistance to Form and Organization.

B. If at any time SUBGRANTEE is not in compliance with the conditions set forth in this Section GRANTEE may immediately suspend or terminate this Agreement and will take such action as SUBGRANTEE. SUBGRANTEE will be entitled to compensation upon submission of proper invoice in accordance with Article II, only for work performed during the term SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be considered repayable to GRANTEE upon termination of the Subgrant Agreement.

1. Effective 8/15/2017 SUBGRANTEE certifies that it and its officers, employees and agents of SUBGRANTEE will comply with the requirements of the Ohio Anti-Slavery and Other

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prohibiting to offenses against justice and public administration, including, but not limited to, Sections 102.01, 102.04, 2921.02, 2921.02 and 2921.13, Revised Code.

2. Nondiscrimination. SUBGRANTEE certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(a) Title VII of the Civil Rights Act of 1964 (P.L. 88-367) which prohibits discrimination on the basis of race, color, or national origin.

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1689), which prohibits discrimination on the basis of sex.

(c) Section 694 of the Rehabilitation Act of 1973, as amended (20 U.S.C. §794), which prohibits discrimination on the basis of handicaps.

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.

(e) The Drug Abuse Offense and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-615), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

3. Pro-Children. SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1984 (20 USC 7103) imposing restrictions on smoking in facilities where federally funded children's services are provided.

4. Acknowledgement of Federal Funding. SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by non-governmental sources.

5. Limited English Proficiency. SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.

6. Resource Conservation. SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 250).

7. Hatch Act. SUBGRANTEE certifies that it will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1503 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

8. SUBGRANTEE certifies that it will give the auditing agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and it will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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§. SUBGRANTEE certifies that it will comply with the Departmental Personnel Policy (117) (42 U.S.C. §4972-1(b)) relating to personnel standards for grant programs for programs funded under one of the 13 states or regulations specified in Appendix A of OPI's Standards for a Model System of Personnel Administration (D.C.F.R. 949, Subpart F)

(A) SUBGRANTEE certifies that it will ensure to be performed the required financial and compliance efforts in accordance with the Single Audit Act Amendments of 1996 and OIG's Circular No. 2 (R. 24), "Rules of State, Local Government, and Non-Profit Organizations"

(B) SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal law, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement

ARTICLE IV. MISCELLANEOUS TERMS AND CONDITIONS

A. Limitation of Liability. To the extent permitted by law, Grantor agrees to be responsible for any liability directly resulting to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly resulting to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee has been or should have been aware of the possibility of such damages

B. Choice of Law, Partial Invalidity. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected in any way as the enforceability of the unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible

C. Construction. Nothing in this Subgrant Agreement is to be construed as creating an obligation for any amount of federal funding, resources, or other services not provided by Grantor to Subgrantee that is not specifically set forth in statute or federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, OIGES, Grantor, or any of its officers or employees of the State of Ohio, OIGES or Grantor.

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MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

SUBGRANT AGREEMENT

SIGNATURE PAGE

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

Madison County Dept. of Family and Children

Madison County Dept. of DFS

Sherry Ballman 10/18/2017

Steve Kofas 10/17/17

Sherry Ballman, Fiscal Director

Date

Steve Kofas, Director

Date

April Grant 10-23-17

Madison County Commissioner

Date

David Stone 10/23/17

Madison County Commissioner

Date

David Stone 10/23/17

Madison County Commissioner

Date

Steve Grant, Madison County Treasurer

Date

Approved as to form

Madison County DHS

SF120150

Attachment

Deliverables

Sub grantee agrees to implement and provide services in accordance with the Madison County Child Plan and the objectives identified by the Administration Code Book (ACB) for Help Me Grow, which include, but are not limited to:

Central Care's vision services identified in 13014-04.

Home Visitation services identified in 13014-06 and 13014-05.

Early Intervention services identified in 13014-07 and 13014-09, and

Data and data management services identified in 13014-08.

Early childhood is a critical period of a person's development. It is critical to developing skills, emotional attachments, and intellectual capacity to be a successful adult. A significant percentage of young children in Ohio live in poor families. The development of these children may be at risk because the limited food resources and information necessary for healthy child development. Failure to address these needs may result in school failure, health problems, and future welfare dependency. Addressing the physical health of children and their parents in the prevention of child abuse, neglect, and government dependency. It is the mission of the Help Me Grow program to support families in raising healthy children. Help Me Grow is a program of coordinated services and supports for parents of newborn, infants and toddlers who have or are at risk of developmental delay or disability. Help Me Grow is designed to support local efforts to:

- provide home visits to assess the health of children at risk,
- help new parents by providing information on child development and on the program and services,
- provide early identification of children with developmental delays, and early intervention, guidance and parent education,
- provide screening for child health, hearing and vision, and overall development, and
- provide therapy training for all parents and support them and help parents in their child's education.

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Eligible populations may include families with children under the age of three and pregnant women with incomes at or below 300% of the federal poverty level. The county agency sets the priority threshold for EHSF Help Me Grow services for the county (not to exceed 300%). Eligibility criteria are listed in the county ACB. More information on Help Me Grow is available at <http://www.helpmego.gov>

- The EHSF program may be used to support the following Help Me Grow services:
- Parent education,
- Linkages to existing services,
- Case management and service coordination,
- Family support,
- Individualized family service plans,
- Information and referrals to other services, and
- Home visitation.

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Madison County DHS

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Attachment II

Help Me Grow / PRC Eligibility Application

Applicant Name	SSN
Address	Phone

Please list all family members living in your house:

	NAME	RELATIONSHIP TO YOU	DATE OF BIRTH
1	(Applicant)	SELF	
2			
3			
4			
5			
6			
7			
8			

Are you currently participating in the following program services:

- Home care
- SWP
- Medicaid
- WIC

Verify what my total family income is by within the 120% federal income guidelines as listed below:

Family Size	Total Gross Monthly Income	Phase 1/Total	Phase 2/50%
2	\$4,692		
3	\$5,386		
4	\$6,183		
5	\$7,077		
6	\$8,061		
7	\$9,135		
8	\$10,301		

If total information on extra registration.

My house is above the amount stated above for my family size
(Total)

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Professional ethics and COOP's regulations prohibit the exchange of information concerning an individual without the written permission of the individual involved. In the case of minors, permission must be granted by the parents or legal guardians. By my signature below, I grant permission for Help Me Grow and the Madison County Dept. of Job & Family Services to exchange information concerning services needed. The information to be exchanged is as follows: Enrollment, participation needs, program requests, financial assistance, and any other information deemed necessary to provide services.

Applicant Signature

Date

HMG Provider

This family is eligible to participate in Help Me Grow: YES NO

HMG Worker

Date

MOHS PRC Eligibility

Based on the self-disclosure of income and services received, this family has been deemed eligible for Help Me Grow services under the PRC guidelines.

Based on the self-disclosure of income and services received, this family has been deemed ineligible for Help Me Grow services under the PRC guidelines.

Date application received: _____

Date Approval/Denial Notice Sent: _____

Signature of Eligibility Determiner

Date

Printed Name

10/2014