

Commissioners Journal # 89 Page 283

December 18, 2018

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. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Appropriate – Approved – Courthouse Construction

Mr. Forrest moved to appropriate funding from unappropriated funds for the following:

Appropriate: Courthouse Construction (1000-A04A-50090) in the amount of \$359,009.50.

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

Subject: Increase PO Funding – Approved – Courthouse Construction

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

Increase: Courthouse Construction (1000-A04A-5-0090) PO # 1555 in the amount of \$359,009.50.

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

Subject: Appropriate – Approved – Commissioners Travel

Mr. Hunter moved to approve the appropriation of funding from unappropriated funds for the following:

Appropriate: Commissioners Travel (1000-A01A-5-0040) in the amount of \$2,000.00.

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

Subject: Appropriate – Approved – Courthouse Contract Services

Mr. Hunter moved to approve the appropriation of funding from unappropriated funds for the following:

Appropriate: Courthouse Contract Services (1000-A04B-5-0140) in the amount of \$25,000.00.

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

Subject: Increase PO Funding – Approved – Courthouse Contract Services

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

Increase: Courthouse Contract Services (1000-A04B-5-0140) PO # 1560 in the amount of \$25,000.00.

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

Subject: Appropriate – Approved – Courthouse Repairs

Mr. Hunter moved to approve the appropriation of funding from unappropriated funds for the following:

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$2,295.00.

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

Subject: Increase PO Funding – Approved – Courthouse Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1559 in the amount of \$2,295.00.

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

Subject: Appropriate – Approved – Commissioners Supplies

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

Appropriate: Commissioners Supplies (1000-A01A-5-0030) in the amount of \$353.00.

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

Subject: Appropriate – Approved – Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$18,600.00.

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

Subject: Increase PO Funding – Approved – Commissioners Other

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

Increase: Commissioners Other (1000-A01A-5-0046) PO # 1549 in the amount of \$18,600.00.

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

Subject: New Account – Approved – Della Selsor

Mr. Hunter moved to establish a new account for the following:

New account titled: "Della Selsor"

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

Subject: Appropriation – Approved – CHIP

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

Appropriate: CHIP: Program Income 17 (7075-T500-5-5002) in the amount of \$3,749.00.

MADISON COUNTY COMMISSIONERS  
DEC 14 AM 11:07

Then + now to be paid  
from Program Income.  
expense 7075-T500-53002.

Revenue - 7075-0000-40220.

Subtotal 3224  
525  
\$3749 funds needed.

Thanks  
Emma

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

Government Forms and Supplies E18076 15K7

Subject: Transfer – Approved – EMA

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

Transfer from: LEPC Revenue (7076-0000-4-0100) in the amount of \$12,000.00.

Transfer to: EMPG Revenue (2030-0000-4-0010) in the amount of \$12,000.00.



Madison County  
Emergency Management Agency

MADISON COUNTY  
COMMISSIONERS  
JAN DEC 13 PM 3:34

To: Madison County Commissioners  
From: Deborah Sims  
Re: Fund Transfer Request  
Date: December 13, 2018

I respectfully request a transfer from account #7076-0000-40100 (LEPC Revenue) to the following account:

TRANSFER \$12,000.00 TO 2030-0000-40010 EMPG Revenue

Thank you,

Deborah Sims  
Director

MADISON COUNTY COMMISSIONERS

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

Subject: Transfer – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:

Transfer from: Gas Tax Notes (2000-K100-0700) in the amount of \$23,324.25.

Transfer to: Ref & Reimb Ins & Bonds (1000-0000-4-45Q0) in the amount of \$23,324.25.



*Donna L. Landis*  
MADISON COUNTY COMMISSIONERS  
MADISON COUNTY TREASURER  
Email: [landis@comtreas.com](mailto:landis@comtreas.com)  
618 NOV - 1 AM 9:17

P.O. Box 675  
1 North Main Street  
London, Ohio 43140-0675  
Phone (740) 851-4336  
Toll Free 1-877-454-3309  
Fax (740) 851-4775

Dec 18, 2018

Madison County Commissioners  
1 N. Main Street  
London, Ohio 43140

Re: Budget 2018  
Certificate

I am requesting your approval to make a transfer from Gas Tax Notes (2000-K100-0700) to the Ref & Reimb Ins & Bonds (1000-0000-4-45Q0) in the amount of \$23,324.25.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, P.E., P.S.  
Madison County Engineer

MADISON COUNTY COMMISSIONERS  
Approved: *[Signature]*  
Disapproved: *[Signature]*  
Date: 12-11-18

November 1, 2018

Madison County Commissioners  
1 N. Main St.  
London, Ohio 43140

Re: Budget Refunding Fiscal Bond Payment due December 1, 2018

Dear County Commissioners,

According to an agreement dated December 12, 2012, with the Madison County Treasurer, a repayment schedule was set up. On December 3rd, 2018, the final payment is due in the amount of \$116,691.25. In this amount, \$112,500.00 will be credited to the principal and \$4,191.25 will be credited to interest. This payment is due to the Treasurer's Office no later than the close of business on the due date.

Your attention to this matter will be appreciated.

Sincerely,

*Judith Reby*

Judith Reby, Deputy Treasurer

OK or Pays 02-11-18  
Comptroller/Treasurer  
1000-001A-5-0030  
Po # 1551  
Vendors # 140700  
\* Attach the check to the  
receipt # 4

20 = 23700  
20 = 691.25  
23324.25

Government Forms and Supplies - E1878781SKV

YICK, SHAFER & WILSON LLP  
 1034  
 10340

Madison County, Ohio  
 677,850.00  
 Refunding Bonds

BASED ON A 360/360 DAY YEAR AND ANNUAL COMPOUNDING

Date	Principal	Coupon	Interest	Pol'd Total	Ret'd Total
12/01/13	99,150.00	2.7500%	16,691.57	116,141.57	116,141.57
12/01/14	101,500.00	2.7500%	14,890.50	116,700.50	116,700.50
12/01/15	104,700.00	2.7500%	11,998.25	116,698.25	116,698.25
12/01/16	107,200.00	2.7500%	9,119.00	116,619.00	116,619.00
12/01/17	110,000.00	2.7500%	6,102.25	116,702.25	116,702.25
12/01/18	113,500.00	2.7500%	3,121.25	116,621.25	116,621.25
<b>TOTALS</b>	<b>\$ 637,350.00</b>		<b>\$ 62,193.32</b>	<b>\$ 699,543.32</b>	<b>\$ 699,543.32</b>

Dated Date 12/12/12  
 Less Date 12/12/12  
 Accrued Interest At Sub \$ -

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

Subject: Transfer – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Job & Family Services Fiscal Officer, to approve the transfer for the following:

Transfer from: Prevention Contract Services (7062-T897-5-0140) in the amount of \$886.63.

Transfer to: Department Revenue (7048-0000-4-0200) in the amount of \$886.63.

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

Transfer to: Department (7048-0000-4-0300) in the amount of \$1,912.00.

Transfer from: HMG Part C Contract Services (7053-T890-5-0140) in the amount of \$17,771.76.

Transfer to: HMG GRF Part C (7052-0000-4-0100) in the amount of \$17,771.76.

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

MADISON COUNTY  
COMMISSIONERS  
2018 DEC 18 AM 11:43

Department: Madison County Dept Family and Children  
 Date: 12/17/2018  
 RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	<u>Prevention</u>	<u>7062</u>	<u>Contract Services</u>	<u>7062-T897-50140</u>
	Fund Name	Fund #	Account Name	Account Number
To:	<u>Department</u>	<u>7048</u>	<u>Revenue Account</u>	<u>7048-0000-40200</u>
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	<u>886.63</u>	transfer for overhead July-Nov.

From:	<u>Family Council</u>	<u>7040</u>	<u>Contract Services</u>	<u>7040-T890-50140</u>
	Fund Name	Fund #	Account Name	Account Number
To:	<u>Department</u>	<u>7048</u>	<u>Revenue Account</u>	<u>7048-0000-40300</u>
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	<u>1,912.00</u>	

From:	<u>HMG Part C</u>	<u>7053</u>	<u>Contract Services</u>	<u>7053-T893-50140</u>
	Fund Name	Fund #	Account Name	Account Number
To:	<u>HMG GRF/Part C</u>	<u>7052</u>	<u>Revenue Account</u>	<u>7052-0000-40100</u>
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	<u>17,771.76</u>	

From:			<u>Contract Services</u>	
	Fund Name	Fund #	Account Name	Account Number
To:			<u>Revenue Account</u>	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

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

(T) = \$ 20,570.39

Roll call vote resulted as follows:

cc: Auditor \_\_\_\_\_  
 Originator \_\_\_\_\_  
 Originator File \_\_\_\_\_  
 Transfer File \_\_\_\_\_

David Dhume *[Signature]*  
 Mark Forrest *[Signature]*  
 David Hunter *[Signature]*

G.J. \_\_\_\_\_, Page \_\_\_\_\_  
 Date: 12-18-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders); 12-18-18

Government Forms and Supplies ET 007615KV

Subject: Transfer – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Job & Family Services Fiscal Officer, to approve the transfer for the following:

Transfer from: Family Services Contract Services (7049-T891-5-0140) in the amount of \$871.20.

Transfer to: Department (7048-0000-4-0300) in the amount of \$871.20.

Transfer from: Early Head Start Contract Services (7050-T892-5-0140) in the amount of \$4,424.79.

Transfer to: Department (7048-0000-4-0100) in the amount of \$4,424.79.

Transfer from: HMG HV Contract Services (7051-T893-5-0140) in the amount of \$1,931.36.

Transfer to: Department (7048-0000-4-0200) in the amount of \$1,931.36.

Transfer from: HMG Part C EI Contract Services (7052-T893-5-0140) in the amount of \$3,420.10.

Transfer to: Department (7048-0000-4-0100) in the amount of \$3,420.10.

Department: Madison County Dept Family and Children

Date: 12/17/2018

MADISON COUNTY COMMISSIONERS  
2018 DEC 18 AM 11:43

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Services	7049	Contract Services	7049-T891-5-0140
To:	Department	7048	Revenue Account	7048-0000-4-0300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	971.20	transfer for overhead July-Nov.
From:	Early Head Start	7050	Contract Services	7050-T892-5-0140
To:	Department	7048	Revenue Account	7048-0000-4-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	4,424.79	transfer for overhead May-Nov.
From:	HMG HV	7051	Contract Services	7051-T893-5-0140
To:	Department	7048	Revenue Account	7048-0000-4-0200
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	1,931.36	transfer for overhead May-Nov.
From:	HMG Part C EI	7052	Contract Services	7052-T893-5-0140
To:	Department	7048	Revenue Account	7048-0000-4-0100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	3,420.10	transfer for overhead May-Nov.

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

TU = \$ 10,647.46

Roll call vote resulted as follows:

cc: Auditor \_\_\_\_\_  
 Originator \_\_\_\_\_  
 Originator File \_\_\_\_\_  
 Transfer File \_\_\_\_\_

David Dhume *[Signature]*  
 Mark Forrest *[Signature]*  
 David Hunter *[Signature]*

C.J. \_\_\_\_\_, Page \_\_\_\_\_  
 Date: 12-18-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders). 12-18-18

Revised 12/18/2018

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

Subject: Budget Revision – Approved – Common Pleas

Mr. Hunter moved per the request Tom Wilson, Common Pleas Administrator, to approve the budget revision for the following:

Decrease: Common Pleas Transcripts (1000-A02B-5-0064) in the amount of \$400.00.

Increase: Common Pleas Medicare (1000-A02B-5-0044) in the amount of \$400.00.

COURT ADMINISTRATOR  
740-845-1783

CHIEF PROBATION OFFICER  
740-845-2119

ADMINISTRATIVE ASSISTANT  
740-845-1780

LAW CLERK  
740-845-1782

IN THE COURT OF COMMON PLEAS  
MADISON COUNTY, OHIO  
EAMON P. COSTELLO, JUDGE  
P.O. BOX 627  
LONDON, OHIO 43140  
740-845-1780

MADISON COUNTY  
COMMISSIONERS  
NOV DEC 17 AM 8:59

SUBJECT: TRANSFER OF FUNDS

Sunday, December 16, 2018

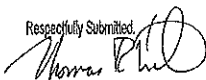
HONORABLE COMMISSIONERS:  
COURTHOUSE  
LONDON, OHIO 43140

Dear Sirs:

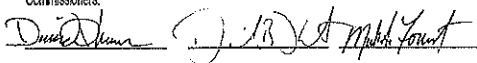
In reviewing the budget of Madison County Common Pleas Court, Common Pleas Medicare Account is deficient in the amount of \$74.48. To finish fiscal year 2018, it is respectfully requested that the following transfers be executed.

- TRANSFER \$400.00 FROM UNENCUMBERED BALANCE CONTAINED IN COMMON PLEAS TRANSCRIPTS, ACCOUNT #1000A02B50084 TO; COMMON PLEAS MEDICARE ACCOUNT # 1000A02B50044, IN THE AMOUNT OF \$400.00.

Respectfully Submitted,

  
Thomas R. Wilson  
Court Administrator

Commissioners:



CC: MADISON COUNTY AUDITOR  
FILE

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



Government Forms and Supplies: E1807615KV

Subject: Budget Revision – Approved – Building & Zoning

Mr. Hunter moved per the request of David Hughes, Building & Zoning Administrator, to approve the budget revision for the following:

Decrease: Building Regulation – Other Exp (1000-A06D-5-0046) in the amount of \$2,100.00.

Increase: Building Regulation – Salary (1000-A06D-5-0010) in the amount of \$2,100.00.

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

Subject: Increase PO Funding – Approved – Building & Zoning

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

Increase: Building Regulation – Salary (1000-A06D-5-0010) PO # 1634 in the amount of \$2,100.00.

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


MADISON COUNTY  
 COMMISSIONERS  
 2018 DEC 17 AM 10:16  
**MADISON COUNTY**  
**DEPARTMENT OF BUILDING AND ZONING**  
 Madison County Courthouse  
 1 North Main Street - Room 208 (Second Floor)  
 London, Ohio 43140

Madison County Commissioners

Dec. 17, 2018

This letter is to request a transfer of funds within my office line items in the amount of \$2,100.00. This will allow for final yearly payments from office budget

From:	To:	P.O. #	Amount
1000-A06D-50046	1000-A06D-50010	1634	\$2,100.00

Thank You  
  
 David J. Hughes  
 Madison County  
 Building, Zoning &  
 Floodplain  
 Administrator

Subject: Agreement – Approved – Sheriff

Mr. Forrest moved per the request of Jim Sabin, Sheriff, to approve the agreement between the Sheriff of Madison County and the Madison County Community Hospital for services in accordance with the agreement below.

AGREEMENT

This agreement made this <sup>14<sup>th</sup></sup> day of December, 2018 by and between the Sheriff of Madison County, Ohio, hereinafter "Sheriff" and the Madison County Community Hospital, Madison County, Ohio, hereinafter "Madison Health", with approval and consent of the Madison County Board of Commissioners, hereinafter "Commissioners":

WHEREAS, the Sheriff has legal authority to commission qualified law enforcement personnel as Deputy Sheriffs for Madison County,

NOW THEREFORE, the Sheriff and Madison Health, in consideration of mutual promises and obligations assumed herein, agree as follows:

SECTION 1:

The Sheriff will review applications for Madison Health being considered for a position of security officer, will consult with Madison Health for approval of applicants for consideration, conduct background checks, other pre-employment investigations and may, at the Sheriff's discretion, commission Deputies for Madison Health security. All Deputies assigned for Madison Health security will be certified by the Ohio Peace Officer Training Commission. The ultimate responsibility and approval for commissioning Deputies for Madison Health security will be at the discretion of the Sheriff.

SECTION 2:

Deputies assigned to Madison Health security shall be subject to all mandatory training and any additional training required and/or deemed necessary by the Sheriff.

SECTION 3:

The Sheriff will provide and maintain/review law enforcement operational policies for Madison Health security that meet acceptable standards.

SECTION 4:

All equipment utilized by Madison Health security, including but not limited to; uniforms, weapons, communication devices, computer systems and all other equipment, shall be provided by Madison Health or personally by the security officer. Patrol vehicles if utilized by Madison Health officers will be provided by the Sheriff. Madison Health shall reimburse Madison County Commissioners for the total cost of the vehicle and, including but not limited to, equipment removal and installation, official marking and any other expense associated with the vehicle. Vehicles used by Madison Health officers will be marked according to specifications as established by the Buckeye State Sheriffs' Association. Only commissioned Deputy Sheriffs are permitted to operate marked Sheriff vehicles on or off the Madison Health complex. Madison Health shall be responsible for all fuel, maintenance, upkeep and repair of the vehicles.

Government Forms and Supplies E16076 ISK


SECTION 11:

This agreement may be terminated by either party upon good cause shown. Party intending to terminate agreement shall provide written notice of intent to terminate to the other party via certified mail at least sixty (60) days in advance of the proposed cancellation.

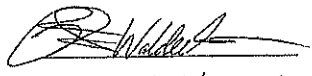
SECTION 12:

This agreement shall bind both parties and their successors and assigns insofar as permitted by law. The term of agreement shall commence the 1<sup>st</sup> day of ~~January~~ 2018 and terminate the 14<sup>th</sup> day of ~~December~~ 2019. This agreement may be renewed each year thereafter upon written terms as mutually agreed by the parties.

MADISON COUNTY SHERIFF

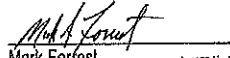
  
James P. Sablin

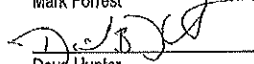
MADISON HEALTH

  
ROBERT G. WALDECK

MADISON COUNTY BOARD OF COMMISSIONERS

  
David Dhume

  
Mark Forrest

  
Dave Hunter

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

Subject: Contract – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Interim Director, to approve the contract between Family & Children and Bert Carter, for wraparound services in accordance with the contract below.

MADISON COUNTY COMMISSIONERS  
MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
VENDOR CONTRACT

This contract is entered into on December 18, 2018 between the Madison County Department of Family & Children (Agency), 200 McKinley St., London, OH 43140 and Bert Carter 3855 Lerch Ln London, Ohio 43149 for the purchase of wraparound services (see Attachment I).

Article 1 – Purpose

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

Article 1 – Scope of Services/Deliverables

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

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

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor \$15 per hour.

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 invoice each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residence address;
- An invoice number;

- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer I.D.).

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

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

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

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

Article 4 – Availability of Funding

Agency represents that it:

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

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

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by

Government Forms and Supplies E107791SKV

doing of work. No party shall incur to Agency in the next 180 days is needed, and Agency shall file all legal or other necessary papers and/or any other necessary documents for this position.

Article 3 - Description of Contract

A. This Contract will be effective from 10/1/2018, the execution of this Contract, or the execution of the next fiscal year budget, whichever is later, through 9/30/2019, unless unless otherwise extended, as provided in Article 4 of this contract, unless as provided in Article 4 of this Contract.

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

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

Article 4 - Extension of Contract

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.

Article 5 - Waiver of Contract

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

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

Article 8 - Termination

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

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

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as the 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 embedded in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the 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 becomes unable to provide the services agreed to in this Contract for any reason, such services as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work specified in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall remain the property of Agency.

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

**Article 10 - Records Availability and Retention**

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

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor shall be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, regulation, audit or other action involving the records is 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 11 - Confidentiality**

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

according to the following terms:

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

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

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

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison county, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

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

Government Forms and Supplies E1407615KV

Contractor agrees that it will retain full control of rights to any patent, process, or other intellectual property that is developed by the contractor or its employees, agents, or subcontractors in connection with the performance of this contract.

Contractor agrees to comply with all applicable laws and regulations, including but not limited to the requirements of sections 132.03, 132.04, 201.41, and 201.42 of the Revised Code and the policies of the Agency with respect to contract administration, and that the contractor will promptly notify the Agency of any new or existing laws or regulations that may affect the performance of this contract.

Article 11 - Independent Contractor

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

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

Article 12 - Limitation of Liability Contractor to the

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in the absence of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by

Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

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

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

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

Article 14 - Assignment and Subcontracting

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

provided by such subcontractor.

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

Article 15 - Governing Law

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

Article 16 - Integration and Modification

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

Article 17 - Assignability

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

Article 18 - Equal Employment Opportunity

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

the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

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

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

- Title 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 11575, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 19 - Compliance Requirements

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

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5));
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29



Government Forms and Supplies E1107615RV

OR part 15:

- Chapter "Energy" Act (R.S.C. 114) is incorporated to department of labor regulations (BCLIA Part 15)
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), section 508 of the Clean Water Act (33 U.S.C. 1358), Executive Order 11735, and environmental protection agency regulations (40 CFR part 15)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 1717)
- 23 O.R. Part 53 and 45 O.R. 11 regarding a drug free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Sections 3341.11 (j) and (k), Revised Code, which require that no agency or department of the state of Ohio use any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1385, Revised Code, estate, or trust.

Article 10 - Child Support

Contractor agrees to cooperate with ODE and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. Upon entering this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 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 provided to employees of the state of Ohio or of Madison County.

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

MADISON COUNTY DEPARTMENT OF  
FAMILY & CHILDREN  
*[Signature]*  
Lois Dodge-Dorsey Director

*[Signature]*  
Date  
12/11/18

*[Signature]*  
Contractor

*[Signature]*  
Date  
12-10-18

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

BOARD OF MADISON COUNTY  
COMMISSIONERS

*[Signature]*  
For Steve Prenat

*[Signature]*  
Commissioner

*[Signature]*  
Date  
12-11-18

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

*[Signature]*  
Date  
12-18-18

Attachment 1

POSITION: Wraparound Staff

POSITION SUMMARY: Wraparound Support Staff has responsibility for specific supportive activities to a given family as decided by the Wraparound Team (Child/Family Team). Hours of service provision will vary and be mostly dependent upon the needs and schedule of the family.

## SPECIFIC RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO:

1. Provide a range of support services appropriate to the family's overall service plan such as friend, tutor, role model, transportation provider, etc.
2. Assist assigned families to become aware of and utilize formal and informal community support activities.
3. Participate in regular family meetings to assess appropriateness of current involvement and be aware of the need for a shift of activity focus and/or degree of involvement.
4. Assist assigned families to achieve maximum independence through coordination of personal strengths and community resources.
5. Keep the Family Service Manager sufficiently informed of the family's level of participation and progress.
6. Maintain relevant documentation of service provision and involvement.
7. Assume additional responsibilities as assigned by Family Services Manager.

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

Government Forms and Supplies E1007615KX

Subject: Contract – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Interim Director, to approve the contract between Family & Children and Samarah Wilson, for Youth – Lead Prevention services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
VENDOR CONTRACT  
12/14/18

This contract is entered into on 12/14/18 between the Madison County Department of Family & Children (Agency), 200 McKinley St., London, OH 43130 and Samarah Wilson (contractor), doing business as 2336 OH US Highway 60, London, OH 43130, for the purchase of Youth Lead Prevention services (see Attachment 1).

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family & Children in the administration of Youth Lead Prevention. This Contract is not intended to and does not establish a subject or job master relationship as those terms are defined in Ohio RC 2601.200 or in the federal grant management "user manual".

Article 1 - Scope of Services/Performance

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

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

Article 3 - Billing and Payment

Payment shall be made via direct credit reimbursement based on net cost as follows:  
Agency agrees to compensate the Contractor:

- \$100 per hour for consultation, instruction, data collection, emergency meetings, marketing training and administrative services, and, 50 per hour mileage reimbursement.
- Total cost for Youth Lead Prevention services not to exceed \$9,000.00, unless prior authorization by Agency.

Contractor must submit a detailed invoice each month to Agency within 10 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- An mailing address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;

- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer I.D.).

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

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

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

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

Article 4 - Availability of Funding

Agency represents that it:

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

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

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

Article 5 - Duration of contract

A. This Contract will be effective from 12/14/18, the execution of this Contract, or the certification of the

availability of such books, documents, papers, and records, including when electronic records are provided in the form of a printed or electronic copy of the original.

It is the intent of the Agency in providing for the Agency's obligation to the Contractor that the amount required to meet the Agency's obligation in the case of a warranty required 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 fully appropriated for such purpose and is in the treasury in process of collection by the end of the appropriate fiscal year previous to the date.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to release performance and to make payment to the Agency for the Contractor's performance to the effective date of this Contract subsequent to the termination of this Contract.

Article 4 - Extension of Contract

The Agency and Contractor may terminate this Contract in the event of a total or partial termination, by mutual agreement of the parties. This Contract may be extended for one year with no increase in rate or charge in the previous contract to be provided, except as provided in written amendments signed by the parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgeting and legal requirements and administrative requirements of the Contractor.

Article 5 - Assignment of Contract

This Contract may be assigned by the mutual agreement of all parties. All assignments must be in writing and shall be subject to the applicable budgeting and legal requirements.

Article 6 - Termination

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

B. Knowledgeably Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any fraud or other breach of Contract, as provided by the terms of this Contract, or has otherwise determined Article 6 of this Contract.

C. Upon receipt of notice of termination, Contractor upon that date will cease work on the Contract and will deliver to the Agency, books, documents, papers, and records submitted to such the Contractor's obligation, including, but not limited to, all necessary steps to make the records and to archive copies, and to make a report to the Agency of receipt of the notice of termination describing the status of all work under the Contract, including without limitation, records completed, records submitted, and other work under the Contract.

D. In the event of termination of this Contract, Contractor will be entitled to compensation upon the decision of a payroll board, 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 work performed prior to the date of Agency's receipt of written notice of termination and the date of termination.

by the Contractor are not to exceed the total amount of consideration stated in this Contract.

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

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

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

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

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

Article 9 - Records Availability and Retention

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

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration

Government Forms and Supplies E1807615KV

of the 5 year period, the records must be retained until the completion of the review and resolution of all issues that may arise, as well as the end of the regular 5 year period, whichever is later.

Article 11 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of the Contract are to be held in strict confidence.

A. All Agency information which, under the terms of FOIA or other 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 track of a skilled contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a violation of the proprietary nature of the information, and neither of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret law. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information before provided. Agency will make the final determination as to whether any part of the information furnished by the contractor is trade secret, confidential, or otherwise.

C. Contractor agrees that it will not use any information, systems, data or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and that neither of any copies of source data made available by Contractor. Contractor hereby agrees to correct and comply with Sections 148.02 through 148.04 and the provisions of any law issued in 4843.1 Section 148.501 (j) and Section 148.501 (k) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest/ Ethics

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not 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 a violation of this agreement.

Contractor agrees that I will refrain from providing or giving to any agency officer, employee, or agent

anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

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

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

Article 13 - Limitation of Liability; Contractor Duties

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

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

C. Contractor agrees to defend, pay and prosecute through Agency any criminal or employee of Agency arising in his or her official capacity or within the scope of any assigned assignment of his or her position or any other activity of the performance of his contract, including all work, research, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, litigation, arbitration, and opportunity to conduct the defense thereof, and all information and documents 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 within the scope of any assigned assignment or provided by Agency at Contractor's expense. It is understood that Agency will not be held liable for any damages, reports, or studies provided by Contractor and that the Agency shall not be held liable for any damages, reports, or studies provided by Contractor and that the Agency shall not be held liable for any damages, reports, or studies provided by Contractor and that the Agency shall not be held liable for any damages, reports, or studies provided by Contractor and that the Agency shall not be held liable for any damages, reports, or studies provided by Contractor.

**Article 11 - Assignment and Subcontracting**

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

Contractor must notify Agency within 30 days of when the contractor learns or should have known that a subcontractor bond or performance bond is not in compliance with the requirements. Should the surety, contractor will immediately provide a process to bring the subcontractor into compliance or the subcontractor's contract will be terminated immediately thereafter.

**Article 12 - Governing Law**

This contract and all regulations, procedures, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

**Article 13 - Integration and Modification**

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

**Article 14 - Severability**

If any term or provision of this contract or the application of such term or provision to any person or

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

**Article 15 - Equal Employment Opportunity**

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

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

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

- Title VII and Title VI 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 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title VI of the Education Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 112.71 and 153.39, and Chapter 4112, Revised Code.

Government Forms and Supplies E 1807615KV

Article II - 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-7), Public Law 74-483, as supplemented by Department of Labor regulations (29 CFR Part 15)
- Sections 183 and 184 of the Federal Work hours and Safety Standards Act (49 U.S.C. 183 through 184) as supplemented by Department of Labor regulations (29 CFR Part 15)
- Occupational Safety and Health Act (29 U.S.C. 219) as supplemented by Department of Labor regulations (29 CFR Part 19)
- Section 506 of the Clean Air Act (42 U.S.C. 1857 (4)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 135)
- Mandatory standards and performance in energy efficiency which are contained in the state energy conservation plan based in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 281)
- 29 CFR Part 81 and 45 CFR 26 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on site, are free of prohibited drug use, including, but not limited to, possession, use or possession of drugs or alcohol, or abuse prescription drugs in any way.
- Sections 2601.01 (f) and (g), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785, Revised Code, unless, at least:

Article III - OSHA Support

Contractor agrees to cooperate with OSHA and any other regulatory agencies in assisting Contractor or employees of Contractor meet OSHA support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any current or subsequent order for the withdrawal of support which is issued pursuant to Chapter 3715, Revised Code.

Article IV - Benefits

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

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

MADISON COUNTY DEPARTMENT OF FAMILY AND CHILDREN

*Lori Dodge-Dorsey*  
Lori Dodge-Dorsey, Director Date 12/12/18

*Samirah Wilson*  
Contractor Date 12/11/18

MADISON COUNTY PROSECUTOR  
Approved as to Form and Legal Sufficiency

*Steve Probst*  
For Steve Probst  
12-18-18  
Date

BOARD OF MADISON COUNTY COMMISSIONERS

*David Thomas*  
Commissioner  
*Mark Gault*  
Commissioner  
12-18-18  
Date



Attachment 1

Description of Duties – Youth-Led Prevention

Contract Position: Add Youth-Led Prevention Leader and Educator

**Position Purpose Summary:** The Add Youth-Led Prevention Leader and Educator will engage and educate youth involved in Youth-Led Prevention activities, including youth exchanges. The Add Youth-Led Prevention Leader and Educator will also engage and educate administration and staff in Madison County school districts. The Add Youth-Led Prevention Leader and Educator will create additional sustainability in the field of Prevention.

**Minimum Skills and Potential Essential Functions:**

- Must pass a Background and Children Services background check
- High school diploma.
- The ability to communicate verbally and in written format.
- Develop and maintain effective working relationships with associates and customers from diverse cultural backgrounds.
- Must be able to perform duties requiring physical and mental aptitude.
- Attend trainings to gain skills, knowledge and required certification pertaining to the field of Prevention.

Provider shall have one or more of the registrations, certifications and/or licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3903.5-106.

At a minimum, provider shall be a Registered Applicant, with the Ohio Chemical Dependency Professionals Board, for certification as a Prevention Specialist Assistant, or shall apply to become a registered applicant within sixty days of the contract begin date.

- Adhere to a drug-free lifestyle and promote a positive self-image in Madison County schools, social media, and community.
- Provide leadership in the development, implementation and evaluation of Youth-Led Prevention.
- Develop trust and mutual respect with youth.
- Assist in identifying barriers with Youth-Led Prevention initiatives and assist in the development of strategies to overcome those barriers.

- Ensure Prevention programs are facilitated with high-fidelity to the model.
- Contribute to and support a positive, team-oriented work environment.
- Collect data, as required, for Prevention strategies being implemented within Youth-Led Prevention.
- Supervise youth employees and Youth-Led Youth Leader.
- Develop relationships with school personnel, including but not limited to administrative and teachers.
- Develop relationships with community partners, including but not limited to businesses, religious organizations and nonprofit organizations. This will include identifying and connecting resources to the Department Manager.

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