

Commissioners Journal # 88 Page 391 July 24, 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: Budget Revision – Approved – Courthouse Repairs

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

Decrease: Courthouse Construction (1000-A04A-5-0090) in the amount of \$4,048.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$4,048.00.

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 increase PO funding for the following:

Increase: Courthouse Repairs (1000-004B-5-0050) PO # 1559 in the amount of \$3,323.00.

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

Subject: Budget Revision – Approved – Sublease & Rentals

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$156.00.

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$156.00.

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

Subject: Decrease PO Funding – Approved – Courthouse Supplies

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

Decrease: Courthouse Supplies (1000-A04B-5-0030) PO # 1557 in the amount of \$11.00.

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





Subject: Report Letter – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the PY2015 CHIP Madison County monitoring response report letter.

Sissy Wiseman

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From: whitaker wright [whitaker.wright@sbeglobal.net]  
Sent: Tuesday, July 17, 2018 10:56 AM  
To: Sissy Wiseman  
Cc: Bill Bope  
Subject: Madison County 2016 CHIP monitoring response  
Attachments: madison 2016 CHIP monitoring response letter.docx; CHIP Bid Summary revised 03-2018.pdf

Sissy -

Attached is the draft response letter addressed to OCD, responding to the PY 2015 monitoring report. Please ask the Board to review the letter.

Once it is acceptable to the Commissioner,s print it out onto letterhead and ask the Board to approve it. Keep a copy and mail the sign letter back to me. I will forward it to the State, along with a copy of the attached revised Bid Summary Sheet.

Please call me if you or the Commissioners have any questions,

Whitaker

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Whitaker W. Wright, Senior Planner  
CDC of Ohio, Inc.  
Community Development Consultants of Ohio  
3016 S. High Street | P.O. Box 06247 | Columbus, Ohio 43206-0247  
P. (614) 445-8373 | F. (614) 445-8431 | E. [cdcofobh@sbeglobal.net](mailto:cdcofobh@sbeglobal.net)

Barrett Brothers 11710844EA

MADISON COUNTY COMMISSIONERS

P.O. Box 618  
114 Main St., Courthouse  
London, Ohio 41101  
614-852-2972  
765-845-1950 Fax

David Dhume  
Mark Forrest  
David Hunter

Erica Wiseman, Clerk

JUL 17 10:34:45

July 16, 2018

Matt LaMarca, Assistant Chief  
Ohio Development Services Agency  
Office of Community Development  
77 South High Street, 25th Floor  
P.O. Box 1001  
Columbus, Ohio 43116-1001  
Attn: Bill Boyd, Rehabilitation Specialist

Re: Madison County PY 2015 CHIP Program Monitoring Report Response

Dear Mr. Boyd,

I am writing in response to OGD's report on the monitoring of Madison County's PY 2015 CHIP Program. The County understands there were some finding and was voluntary actions

- Finding: Mortgage Closing within 30 Days: OGD identified the mortgages for the following units were not filed within 30 days: 465 SR 65, London, Ohio, east 284 E. 1<sup>st</sup> Street, London

Response: This was an oversight on the part of the CHIP Program. In the future, the County will file all mortgages within thirty days, per Policy No. 15-01, Finance: Modifications for Office of Community Development Program Funded Projects, effective December 11, 2016.

- Finding: Correct Documentation of BSI Subsidies: OGD expressed its concern that the files for two projects did not show evidence that the CHIP Program received three BSI's for the work.

Response: As discussed at the monitoring, the CHIP Program sends notifications for BSI's to Contractors to the approved list via email, with copies of the email submitted in the closed file. The County appreciates OGD's concern about accurate record keeping. In that regard, the CHIP Program has revised its file directory to include verification of the number of BSI's to BSI sent to Contractors, number of Contractors attending a scheduled project walk-through, and the date the Program receives each Contractor's BSI. In the future, all of the essential information to BSI will be included in the BSI Summary. (See Enclosure)

Madison County PY 2015 CHIP Program  
Monitoring Response  
July 17, 2018  
Page 2 of 2

Madison County appreciates the fact that OGD is willing to provide guidance to the CHIP Program through the monitoring process. If you have any questions, please telephone me at (740) 852-2972, or Whitaker W. Wright, CDC of Ohio, at (614) 445-8373.

Sincerely,  
*David Dhume*

David Dhume, President  
Madison County Board of Commissioners

Enclosure

c: Whitaker W. Wright, CDC of Ohio  
file

Madison CHIP CHIP Grant Monitoring Progress OGD Cover Letter

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

Subject: Agreement – Approved – Family & Children

Mr. Hunter moved per the request of Jenn Coleman, Family Council & Systems of Care Coordinator, to approve the agreement for the application for the subagreement for the Ohio MHAS – Protecting wellness and recovery.



MINORITIES AND PEOPLE WITH DISABILITIES  
COMMUNITY MENTAL HEALTH BLOCK GRANT  
SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT  
AND TITLES IV-B PART 2 FAMILY SUPPORT GRANT

RECEIVED JUL 26 2018

Directions for Completion of Agreement and Assurances by Applicant for Award or Sub-Award

1. Type into or select the appropriate text that is highlighted and print.
2. Please note that paragraphs 6-33 apply only to sub-awards funded in whole or part with federal funds, including federal block grant funds; paragraph 34 applies only to sub-awards funded in whole or part with Community Mental Health Block Grant (CMHBG) funds; paragraphs 35-49 apply only to sub-awards funded in whole or part with Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds, and paragraphs 41-43 apply only to sub-awards to programs serving persons funded in whole or part with SAPTBG funds.
3. Provide the necessary signatures on page 11.
4. Read and Sign Attachment 1, "Certificate", Attachment 2, "Plan Construction Program" for sub-awards funded in whole or part with federal funds, and Attachment 4, "Standard Affidavit of Disclosure - Executive Order 2011-10K" for all sub-awards, (if applicable).
5. If necessary, add other documents and incorporate into Attachment 5.
6. Attachment 6 (if applicable), the Notice of Sub-Award (NOSA) or the Notice Transfer Voucher (NTV) is incorporated by reference as an integral part of this agreement.
7. Attachments 7 and 8 apply only to Family and Children First Councils and their administrative agents.

**NOTE:** Changes and/or modifications to the Agreement and Assurances will not be accepted by ODH/MHAS.



Ohio Department of Mental Health and Addiction Services  
17124 North 4th Street, Fremont Street Building  
Columbus, Ohio 43201-1001  
and Treatment Block Grant and other Federal and State Funds

AGREEMENT and ASSURANCES (Attachment 1)

In accepting an award or sub-award from the Ohio Department of Mental Health and Addiction Services, for use in the "DEPARTMENT", Madison County RJC  
("SUB-AWARDER"), located at: 1 North Main Street, P.O. Box 618, London, OH 43140

Agree and makes the following assurances:

1. SUB-AWARDER has received an allocation or applied for an award or sub-award ("sub-award") from one or more of the following fund sources:
  - Community Mental Health Block Grant (CMHBG) (CFDA 93.958)
  - Substance Abuse Prevention and Treatment Block Grant (SAPTBG) (CFDA 93.959)
  - Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 690 OH60FF)
  - Title IV-B Part 2 Family Support Grant (CFDA No. 93.555, Federal Award No. 070 OH1400)
  - SAU Rotary, ODH/MHAS Account for Receipt of federal funds
  - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 91.190)
  - GRF Allocation Line Item (ALI) Grant
  - Probate Court reimbursement for costs, fees, and expenses pursuant to ORC 5122.43
  - Title XX (CFDA No. 93.607)
- C \_\_\_\_\_ [include CFDA #  
for federal funds]
- h \_\_\_\_\_ [include CFDA #  
for federal funds]
- i \_\_\_\_\_ [include CFDA #  
for federal funds]
- j \_\_\_\_\_ [include CFDA #  
for federal funds]
- k \_\_\_\_\_ [include CFDA #  
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- l \_\_\_\_\_ [include CFDA #  
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- m \_\_\_\_\_ [include CFDA #  
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- w \_\_\_\_\_ [include CFDA #  
for federal funds]
- x \_\_\_\_\_ [include CFDA #  
for federal funds]
- y \_\_\_\_\_ [include CFDA #  
for federal funds]
- z \_\_\_\_\_ [include CFDA #  
for federal funds]

administered by the DEPARTMENT for the purpose(s) designated in the allocation or described in the Request for Proposal (RFP)/final accepted Proposal, or the final approved version of the Application(s) for Funding (each hereinafter referenced as "APPLICATION"). The APPLICATION includes goals, objectives, activities, performance indicators, budget and budget narrative. APPLICATION also includes requests for reimbursement of probate court costs in accordance with Revised Code §

Barrett Brothers TTY 108464



Ohio Department of Health and Addiction Services  
17.2018 Board of Health, Board of Health Services  
County Health Board, Board of Health Services  
and Board of Health Services of the State of Ohio

2. If applicable, the Notice of Sub-Award (NOSA) or Intra-Agency Transfer Voucher (ITV) (included as Attachment 4) is incorporated by reference as an integral part of this agreement.

The NOSA establishes the:

- a) Debit account created by the DEPARTMENT;
- b) Plan for drawing down funds;
- c) Specific terms and conditions or amendments to this Agreement;
- d) Capacity of recipient regarding use of the DEPARTMENT to whom these requests should be submitted.

The ITV establishes:

- a) Debit account created by the DEPARTMENT;
- b) OMB Code;
- c) Project Description.

All other attachments to this Agreement referenced herein, including those listed in Attachment 5, are hereby incorporated by reference as integral parts of this Agreement.

3. With the signing of this Agreement, and approval of the APPLICATION, the SUB-AWARDER will begin work to accomplish the goals, objectives, activities and stated the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The APPLICATION, Interagency Agreement (if applicable), NOSA or ITV, and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or amended only in writing, signed by all the parties hereto or their legal successors.

5. The SUB-AWARDER assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower (or subordinate) ("SUB-AGREEMENT") award in the APPLICATION. SUB-AWARDER is responsible for ensuring that the SUB-AGREEMENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION and assumes full responsibility for sub-awards covering responsibilities described herein for funds awarded through allocation, as well as funds received as a sub-award. [45 CFR 75.321, 501(a)]

6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of Ohio, Office of Budget and Management (OBC/OMB). The DEPARTMENT reserves the right to alter the amount of this sub-



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County Health Board, Board of Health Services  
and Board of Health Services of the State of Ohio

award without prior notice to the SUB-AWARDER. If funds designated for this program become unavailable during the term of this Agreement, the DEPARTMENT's obligations under this Agreement expire immediately and SUB-AWARDER shall be paid for any non-accessible obligations appropriately related to the sub-award. Upon such notice SUB-AWARDER shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of these materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDER from its obligations to DEPARTMENT for further performance under this Agreement.

7. SUB-AWARDERS subject to the audit requirements of 45 CFR Pt. 75, Subpart F are required to submit to the DEPARTMENT a copy of their audit(s) covering the period of the sub-award. If SUB-AWARDER is not subject to the audit requirements of 45 CFR Pt. 75, Subpart F, SUB-AWARDER shall submit to the DEPARTMENT a copy of its annual financial audit(s) or review(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT. [45 CFR Part 75, Subpart F, OBC 9.234]

8. The SUB-AWARDER shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDER has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDERS that are ADAMHC/CMH/ADAS Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), or a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance bonds. This paragraph does not apply to Ohio's state agencies or Ohio courts.

9. The DEPARTMENT reserves the right to terminate this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses.

10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:  

- \$1000 or more for state funded sub-awards, or
- \$5000 or more for federally funded sub-awards

 purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 75.320, 45 CFR 75.321]



Ohio Department of Mental Health and Addiction Services  
17100 Riverside Drive, Columbus, Ohio 43240-1001  
614.644.2200  
www.ohio.gov/mhas

11. All ideas, products, deliberations and intellectual property developed, produced, developed upon, derived from and/or begun as a result of this Agreement shall:

- j) Identify the DEPARTMENT and, if applicable, the federal grant, or the funding source;
- k) Revert to the DEPARTMENT, and to the federal government if this sub-award includes federal funds - a royalty-free, non-exclusive and non-transferable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
- l) Be provided to the DEPARTMENT as specified in the APPROPRIATION; and
- m) Be approved by the DEPARTMENT before dissemination.

This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support. If applicable, research data must be made available to the public through processes established under the PMA. (45 CFR 93.322)

12. Funds received by SUB-AWARDER from the sale of products or services supported by this sub-award are considered program income and shall be expended in accordance with the following:

- Develped from the total project program shall not be used in obtaining the not allowable cost upon which the Federal share of cost is based (federally funded sub-awards) or upon which the sub-award is based (state funded sub-awards).
- With prior approval, shall be funds expended to the project program and used to further eligible project program objectives or
- With prior approval, used to finance the sub-award share or other match requirement of the project program.
- If applicable, the PMA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDER. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 424. (45 CFR 93.330; 45 CFR 93.331)

13. The SUB-AWARDER and the DEPARTMENT agree that neither shall use any protected or private information made available by the other party for any purpose other than to fulfill the obligations specified in the APPROPRIATION and this Agreement unless otherwise required by law, including Ohio public records law (R.C. 143.01). Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.

14. In addition to and in fulfillment of the requirements of the DEPARTMENT, the SUB-AWARDER agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations, including HIPAA, 45 CFR Part 2, and Ohio Revised Code §§ 5119.21, 24, and 5122.31. The SUB-AWARDER is responsible for ensuring compliance with all such laws and regulations by employees, agents and subcontractors. If SUB-



Ohio Department of Mental Health and Addiction Services  
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614.644.2200  
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AWARDEE is to create or receive any protected health information (PHI) or patient identifying information (PII) from or on behalf of the DEPARTMENT, SUB-AWARDER shall enter into a HIPAA compliant Business Associate Agreement or Qualified Service Organization Agreement with the DEPARTMENT prior to obtaining access to any protected information. (45 CFR 164.308, 164.310, 164.312, 164.314, 164.316, 164.318, 164.320, 164.322, 164.324, 164.326, 164.328, 164.330, 164.332, 164.334, 164.336, 164.338, 164.340, 164.342, 164.344, 164.346, 164.348, 164.350, 164.352, 164.354, 164.356, 164.358, 164.360, 164.362, 164.364, 164.366, 164.368, 164.370, 164.372, 164.374, 164.376, 164.378, 164.380, 164.382, 164.384, 164.386, 164.388, 164.390, 164.392, 164.394, 164.396, 164.398, 164.400, 164.402, 164.404, 164.406, 164.408, 164.410, 164.412, 164.414, 164.416, 164.418, 164.420, 164.422, 164.424, 164.426, 164.428, 164.430, 164.432, 164.434, 164.436, 164.438, 164.440, 164.442, 164.444, 164.446, 164.448, 164.450, 164.452, 164.454, 164.456, 164.458, 164.460, 164.462, 164.464, 164.466, 164.468, 164.470, 164.472, 164.474, 164.476, 164.478, 164.480, 164.482, 164.484, 164.486, 164.488, 164.490, 164.492, 164.494, 164.496, 164.498, 164.500, 164.502, 164.504, 164.506, 164.508, 164.510, 164.512, 164.514, 164.516, 164.518, 164.520, 164.522, 164.524, 164.526, 164.528, 164.530, 164.532, 164.534, 164.536, 164.538, 164.540, 164.542, 164.544, 164.546, 164.548, 164.550, 164.552, 164.554, 164.556, 164.558, 164.560, 164.562, 164.564, 164.566, 164.568, 164.570, 164.572, 164.574, 164.576, 164.578, 164.580, 164.582, 164.584, 164.586, 164.588, 164.590, 164.592, 164.594, 164.596, 164.598, 164.600, 164.602, 164.604, 164.606, 164.608, 164.610, 164.612, 164.614, 164.616, 164.618, 164.620, 164.622, 164.624, 164.626, 164.628, 164.630, 164.632, 164.634, 164.636, 164.638, 164.640, 164.642, 164.644, 164.646, 164.648, 164.650, 164.652, 164.654, 164.656, 164.658, 164.660, 164.662, 164.664, 164.666, 164.668, 164.670, 164.672, 164.674, 164.676, 164.678, 164.680, 164.682, 164.684, 164.686, 164.688, 164.690, 164.692, 164.694, 164.696, 164.698, 164.700, 164.702, 164.704, 164.706, 164.708, 164.710, 164.712, 164.714, 164.716, 164.718, 164.720, 164.722, 164.724, 164.726, 164.728, 164.730, 164.732, 164.734, 164.736, 164.738, 164.740, 164.742, 164.744, 164.746, 164.748, 164.750, 164.752, 164.754, 164.756, 164.758, 164.760, 164.762, 164.764, 164.766, 164.768, 164.770, 164.772, 164.774, 164.776, 164.778, 164.780, 164.782, 164.784, 164.786, 164.788, 164.790, 164.792, 164.794, 164.796, 164.798, 164.800, 164.802, 164.804, 164.806, 164.808, 164.810, 164.812, 164.814, 164.816, 164.818, 164.820, 164.822, 164.824, 164.826, 164.828, 164.830, 164.832, 164.834, 164.836, 164.838, 164.840, 164.842, 164.844, 164.846, 164.848, 164.850, 164.852, 164.854, 164.856, 164.858, 164.860, 164.862, 164.864, 164.866, 164.868, 164.870, 164.872, 164.874, 164.876, 164.878, 164.880, 164.882, 164.884, 164.886, 164.888, 164.890, 164.892, 164.894, 164.896, 164.898, 164.900, 164.902, 164.904, 164.906, 164.908, 164.910, 164.912, 164.914, 164.916, 164.918, 164.920, 164.922, 164.924, 164.926, 164.928, 164.930, 164.932, 164.934, 164.936, 164.938, 164.940, 164.942, 164.944, 164.946, 164.948, 164.950, 164.952, 164.954, 164.956, 164.958, 164.960, 164.962, 164.964, 164.966, 164.968, 164.970, 164.972, 164.974, 164.976, 164.978, 164.980, 164.982, 164.984, 164.986, 164.988, 164.990, 164.992, 164.994, 164.996, 164.998, 165.000)

15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDER for this sub-award should clearly show the relationship between expenditures and approved and allowable budget items. (45 CFR 75.400-411)

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law provisions, as well as applicable federal laws and regulations. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and sub-award. The SUB-AWARDER agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDER for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review or litigation is initiated during that time period, the SUB-AWARDER shall retain such records until the audit or review is concluded and all issues are resolved. (C.R.C. 9.2.1 et seq.; 45 CFR 75.351-75.365)

17. No SUB-AWARDER, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, sex, sexual orientation, age, disability, genetic information or military status.

18. SUB-AWARDER agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDER meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDER certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.

19. SUB-AWARDER certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921, as interpreted by the courts of the State and by the Opinions of the



Barrett Brothers T171064EA



Ohio Department of Health and Maternal Services  
1925 North High Street, Columbus, Ohio 43261  
614.645.3300  
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Ohio Health

20. SUB-AWARDEE agrees to accept the conditions, rules and terms set forth by the Ohio Office of Budget and Management (OBM) Form Rule 106-1-02, as it may be amended, with regard to requests for travel, meals, and lodging.

21. SUB-AWARDEE certifies that its personnel, including persons, direct or indirect, administrative, executive, business, financial, and other support, have not made any contributions in excess of the amounts specified in applicable provisions of ORC (3811.13) and (f).

22. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "executive order" for any reason under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false, the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.

23. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free workplaces.

24. SUB-AWARDEE affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order may be found at: <http://www.governor.ohio.gov/eo2011-12k>

SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

As part of this Agreement, SUB-AWARDEE shall disclose the following:

- a) The location(s) where all services will be performed by SUB-AWARDEE or SUB-RECIPIENT(s) or sub-contractors(s);
- b) The location(s) where any state data applicable to the Agreement will be accessed, tested, maintained, fed back up, or stored by SUB-AWARDEE or any SUB-RECIPIENT(s) or sub-contractors(s);
- c) The principal location of business for the SUB-AWARDEE and any SUB-RECIPIENT(s) or sub-contractors(s).

Neither the SUB-AWARDEE nor its SUB-RECIPIENT(s) or sub-contractors(s) shall, during the performance of the federal project, change the location(s) of the facility where the services are performed or change the location(s) of the facility where the data is maintained or made available without prior written approval of DEPARTMENT.

SUB-AWARDEE will not assign any of its rights or delegate any of its duties and



Ohio Department of Health and Maternal Services  
1925 North High Street, Columbus, Ohio 43261  
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www.ohio.gov

Ohio Health

responsibilities under this Agreement without prior written consent of DEPARTMENT. Any assignment or delegation not consented to may be deemed void by DEPARTMENT.

25. SUB-AWARDEE affirms that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement and Assurances.

Paragraphs 26-33 apply only to sub-awards funded, in whole or part, with federal funds, including federal SAPT and AMH block grant funds:

- 26. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".
- b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.
- c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources, and must comply with 45 CFR 75.352.

27. SUB-AWARDEE further assures DEPARTMENT that the CMHBG and SAPT/BOG block grant funds will not be used to:

- a) Provide inpatient hospital services (unless prohibition waived for SAPT/BOG);
- b) Make cash payments to intended recipients of health services;
- c) Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) a building or other facility, or purchase major medical equipment;
- d) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds;
- e) Provide financial assistance to any entity other than a public or nonprofit entity;
- f) Fund research (exclusive evaluation of programs and services included in the consolidated Community Mental Health/Substance Abuse Treatment and Prevention Block Grant Plan); or
- g) To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

28. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:



Ohio Department of Mental Health and Addiction Services  
11200 Peachtree Road, Suite 400, Atlanta, Georgia 30342  
www.ohio.gov/ohio-mhas



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- 4) Comply with requests for maintaining a financial management system that meets the requirements set forth in 45 CFR 112.330.
- 5) Maintain a record of all financial reports and other records necessary for the SUB-AWARDER to manage the sub-award in compliance with laws, regulations, and the provisions of this Agreement (45 CFR 112.330).
- 6) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and with any other applicable laws, regulations, or policies (45 CFR 112.330).
- 7) Comply with any regulations and the provisions of the agreement related to work of a Federal program.

21. SUB-AWARDER receiving federal funds must comply with applicable provisions of 45 CFR 112.75 and 45 CFR 112.76.

22. SUB-AWARDER agrees that it will not use any funds from any award to engage in any political activity in connection with any federal program of federal law, including, but not limited to the "Stonewall Community Fund," "HRC," or "HRC."

11. Restrictions on Lobbying

- a) No part of any appropriation for this sub-award shall be used, other than for formal and accepted executive legislative lobbying for publicly recognized purposes, for the preparation, distribution, or use of any bill, pamphlet, booklet, petition, news release, or video presentation designed to support or defeat legislative pending before Congress, except in presentation to the Congress itself or to any State legislative body.
- b) No part of any appropriation for this sub-award shall be used in the salary or expense of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature (45 CFR 112.43).

12. Termination process

- a) Provisions applicable to a SUB-AWARDER that is a private entity:
  - 1. You as the SUB-AWARDER, your employees, SUB-RECIPIENT under this sub-award, and SUB-RECIPIENT employees may not:
    - i. Engage in force threats of retaliation in person during the period of time that the sub-award is in effect.
    - ii. Threaten or retaliate against or during the period of time that the sub-award is in effect.
    - iii. Use force labor in the performance of this sub-award or any to you for sub-award under this sub-award.
  - 2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB-AWARDER or a SUB-RECIPIENT that is a private entity:
    - i. Is determined by the DEPARTMENT to have violated a prohibition in paragraph 32.a.1 of this Agreement.
    - ii. Has an employee who is determined by the DEPARTMENT to have violated a prohibition in paragraph 32.a.1 of this Agreement through conduct that is either:
      - A. Associated with performance under this sub-award; or
      - B. Imputed to SUB-AWARDER or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."
- b) Provisions applicable to any SUB-AWARDER:
  - 1. SUB-AWARDER must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in paragraph 32.a.1 of this Agreement.
  - 2. DEPARTMENT's right to terminate unilaterally that is described in paragraph 32.a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for non-compliance that are available to DEPARTMENT under this award.
  - 3. SUB-AWARDER must include the requirements of paragraph 32.a.1 of this Agreement in any sub-award made to a private entity.
- c) Definitions. For purposes of this Agreement:
  - 1. "Employee" means either:
    - i. An individual employed by SUB-AWARDER or a SUB-RECIPIENT who is engaged in the performance of this sub-award; or
    - ii. Another person engaged in the performance of this sub-award who is not compensated by SUB-AWARDER including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or





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11100 North Rock Road, Columbus, Ohio 43240  
614.633.6200

SUB-AWARDER must submit quarterly to the Department a Report of Treatment and Recovery Services a listing of providers that reach 90 percent of capacity. IN THE EVENT THAT NO PROVIDERS REACH 90 PERCENT OF CAPACITY, THE SUB-AWARDER MUST SUBMIT THE QUARTERLY REPORTING INDICATING SUCH.

Quarterly reports shall be submitted to DEPARTMENT on the following dates:

- January 31
- April 30
- July 31
- October 31

41. Primary Prevention (45 CFR 96.120). The SUB-AWARDER shall comply with expending the maximum amount of federal SAPT Block Grant prevention funds identified in the Department's annual per capita allocation notice to the SUB-AWARDER. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The SUB-AWARDER shall give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs routinely develop community-based strategies for the prevention of such abuse, including strategies to encourage the use of alcohol beverages and tobacco products by individuals who are at risk of or do not use such beverages or products.

42. Treatment Services (45 CFR 96.127). The SUB-AWARDER shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or accepted private entities, routinely provide treatment services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of treatment services (45 CFR 96.127).

SUB-AWARDER will provide to the DEPARTMENT by JULY 31 of each year a report on:  
1) The number of clients receiving treatment for alcoholism in the previous fiscal year ending (FISCAL YEAR); and 2) The amount of public non-federal dollars expended for alcoholism treatment including dollars spent by the Board of County Commissioners or county corporations and locally or privately established pursuant to O.R.C. 339.73. Funds spent for alcoholism treatment are not limited to Case receiving services for substance abuse treatment but include public non-federal funds for all patients receiving alcoholism treatment.

Paragraphs 43-44 apply only to sub-awards funded in whole or part with SAPTBC funds for programs that serve women.



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43. DEPARTMENT grant-funded Program and Parenting Women's Programs must ensure the following:

- a) They will treat the family as a unit and therefore will submit both women and their children into treatment services, if appropriate.
- b) They will expend the funds on individuals who have no other financial means of obtaining such services. (45 CFR 96.124)

44. SAPTBC grant-funded Program and Parenting Women's Programs must ensure a minimum of the following:

- (1) primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
- (2) primary pediatric care, including immunizations, for their children;
- (3) group specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationship, sexual and physical abuse and parenting, and child care while the women are receiving these services;
- (4) therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
- (5) sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs (1) through (4) of this section. (45 CFR 96.124)

45. Treatment entities receiving SAPT Block Grant funds and that serve women will "ensure that each pregnant woman in the State who seeks or is referred for and would benefit from such services is given preference in admission to treatment facilities receiving funds pursuant to the grant." Treatment entities will also "publicize the availability to such women of services from the facilities and the list that pregnant women receive such preference." (45 CFR 96.131)

46. In the event that a treatment facility has insufficient capacity to provide treatment and recovery services to a pregnant woman seeking services, the treatment facility must immediately make a referral to the local ADAMS/ADAS Board or other directly to the Department to facilitate admission into another treatment facility, preferably one that can provide women a gender specific treatment and recovery services. If no other treatment facility in the state is available or the woman refuses the alternate treatment option, interim services, including referral for prenatal care, must be made available within 48 hours by the treatment facility, the local ADAMS/ADAS Board under the State. (45 CFR 96.131)

Burrill Brothers T177083-6EA



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614.645.3300  
www.ohio.gov

1. Funding Restrictions for SAMHSA Grants other than Block Grant. HHS notified the Division Administrative Requirements, Cost Principles and Health Requirements for HHS Awards, 45 CFR Part 75. In budgeting, cost principles are derived and otherwise not applicable to HHS recipients as detailed. 45 CFR Part 75 is available at <http://www.ecfr.gov/current/title-45/chapter-I/subchapter-A/part-75>. HHS also issued a <http://www.fda.gov/oc/ohp/ohp-requirements-for-hhs-reipients> (HHS) letter regarding programmatic or compliance for the cost principles in 45 CFR Part 75 and the attached <http://www.fda.gov/oc/ohp/ohp-requirements-for-hhs-reipients>.

SAMHSA grant funds may be used for purposes approved by the program and may not be used for:

- Excess Salary (Effective: The Consolidated Appropriations Act, 2016 (Pub. L. 114-186) signed into law on January 18, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual if such a person is employed under a. The Executive Level II salary can be used in SAMHSA's standard base and positions for all awards of <http://www.fda.gov/oc/ohp/ohp-requirements-for-hhs-reipients>. This award refers to individuals whose primary position is that of a program manager. An individual may be reimbursed in excess of the above if the recipient agrees to this salary in a written agreement with SAMHSA grant or cooperative agreement.

- Pay for any lease beyond the project period.
- Provide treatment and recovery services to incarcerated populations (detained or those present in jail, prison, detention facility, or in custody elsewhere) or not have to care about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
- Pay for housing other than residential health care or substance abuse treatment.
- Provide residential or outpatient treatment services when the facility has not yet been expanded, altered, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).
- Provide inpatient treatment at hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.



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- Cover unallowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals.

Note: SAMHSA discretionary grant funds may be used for non-cash incentives up to \$30. Incentives should be the minimum amount necessary to meet the programmatic and performance assessment goals of the grant. Applicants should determine the minimum amount that is proven effective by consulting with existing local programs and reviewing the relevant literature.

SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow up interview.

- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the POA. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
- Consolidated Appropriations Act, 2016, Division H states, SEC. 570, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law. Contact the GPO for further guidance.
- Pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD), sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.



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1616 North High Street, Columbus, Ohio 43260-2999  
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Ohio's individuals or organizations that propose or participate in the preparation of grant applications may not be contractors or those agents per 61 CFR 101.33, which addresses full and open competition.

4) The SUB-AWARDER must use the designated reporting form or electronic reporting form to submit reports and must meet the requirements specified in the APPLICATION, MOU, or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the MOU or Inter-Agency Agreement. Reports shall be submitted to the person(s) identified in the MOU or Inter-Agency Agreement. Additionally, SUB-AWARDER agrees to submit all reports required by DEPARTMENT as necessary to permit the DEPARTMENT to comply with any reporting requirements relating to funds received under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) if reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDER.

5) The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDER acknowledges that the Ohio Legislature and the Governing Board of Ohio (such as "Governing Authority") must approve the appropriation and release of funds in accordance with DEPARTMENT spending authority for each state fiscal year. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of federal appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be under this Agreement, then all of SUB-AWARDER's and DEPARTMENT's obligations under this Agreement, except those that by their nature or by delegation survive termination, are terminated as of the date that the funding expires.



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1616 North High Street, Columbus, Ohio 43260-2999  
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Signature

The Executive Officer signing below is authorized to obligate the SUB-AWARDER and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the SUB-AWARDER.

For the SUB-AWARDER:

Sub-Awardee Name: Madison County PCDC

Diane Dumas  
Executive Officer or Authorized Signature

7-24-18  
Date

Dawn Dumas Madison County Commissioner  
Print Executive Officer Name Title

Barrett Brothers T17-0884EA



The Department of Public Safety of the State of Ohio...  
Department of Public Safety  
100 East Broad Street, Columbus, Ohio 43261-1000

**ATTACHMENT INSTRUCTIONS**

If applicable, please SIGN and insert the following Attachments:

Set of Ohio species or instrument titles that have enacted and selected in the DEPARTMENT a set of Certifications and Assurances executed through this on-line portal to not need to create or attach Attachments 1, 2, and 4.

Attachment 1 in the "Certifications" document - Signature Required  
Attachment 3 in the "Assurances - Non-Construction Programs" - Signature Required  
Attachment 4 in the "Standard Affidavits and Disclosures - Executive Order 2011-133" Information & Signature Required

**Guidance in Completing Attachment 1**

For guidance from the Office of Legal Services at the Ohio Department of Administrative Services, this attachment should include contracts that are entered into for services purchased for the State.

Based on this guidance, boards should exclude all contracts associated with, regardless of funding source, under ORC 163.05 (F)(3) "Enter into contracts with public and private facilities for the operation of facility services and enter into contracts with public and private community education and essential local services providers for the provision of community education and essential local services."

Attachment 5 is the "List of Additional Non-Construction Documents," if multiple documents are attached, designate as 1A, 1B, 1C, etc. - Information Required as Appropriate

Attachment 6 is the Notice of Sub-Award (NOA) or the Substate Transfer Voucher (STV) to be provided by DEPARTMENT upon award. Attachment 7 is the Ohio Family and Children First Central Capacity Building Funds Assurance document.

Attachment 8 is the Ohio Family and Children First Family-Centered Services and Supports (FCS) Assurance document.

**Attachment 2 - OMB Approval No. 0348-0040**

**CERTIFICATIONS:**

**1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why,

should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment,

Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEES and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-AWARDER's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The SUB-AWARDER's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (f) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (g) Making it a requirement that each employee to be assigned to the performance of the grant be given a copy of the statement required by paragraph (f) above;
- (h) Notifying the employee in the statement required by paragraph (f) above that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (i) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (f)(1) from an employee or otherwise receiving actual notice of such conviction. Employees of essential employees must provide notice, including written notice, in every grant effort or other designated or other grant activity the essential employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each essential grant;
- (j) Filing one of the following notices within 30 calendar days of receiving notice under paragraph (f)(1), with respect to any employee who is so convicted—
  - (1) Making appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (f) Ensuring such employee to participate voluntarily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (A), (B), (C), (D), (E), and (F).
- For purposes of paragraph (b) regarding agency notification of criminal drug convictions, the DHSIS has designed the following central point for receipt of such notices:
- Division of Grants Policy and Oversight  
Office of Management and Acquisition  
Department of Health and Human Services  
Room 517D  
20 Independence Avenue, SW  
Washington, DC 20501
1. Certification Regarding Lobbying
- Title 31, United States Code, Section 1352, entitled "Restrictions on use of appropriated funds in influence," sets forth requirements regarding disclosure of lobbying activities with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements DUEHHS/HRG (100)W in total cost (HS CFR Part 93).
- The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PPCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

1. Certification Regarding Environmental Tobacco Services

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the



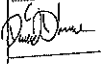
Barrett Bohannon T17710044EA

constructed, operated, or maintained with such federal funds. The law does not apply to different services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, private providers where the source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC program are authorized. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$100 for each violation under the responsibility of an administrative compliance order on the responsible party.

By signing this certification, the undersubscribed (for application) or applicant/AWARDOR (for grants) certifies that the submitting organization will comply with the requirements of the law and will not allow working within any portion of any federal facility used for the provision of services for children in default of the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-contract which contains provisions for children's services and that all sub-contractors shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a secure free workplace and promote the use of tobacco products. This is consistent with the NIOSH mission to protect and enhance the physical and mental health of the people.

SIGNATURE OF AUTHORIZED ORGANIZATION OFFICIAL 	TITLE Madison County Commissioner
AWARDING ORGANIZATION Madison County, OH	DATE SIGNED 07/24/18

Attachment 3

2. ASSURANCES — NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding 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 will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4733) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard

for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap; (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 Office 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. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 6a-3 and 290 6e-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair





Attachment 15

List of Additional SUB-AWARD

Attachments

List of any other documents attached by the SUB-AWARD or its SUB-RECIPIENT (if any). Refer to each item listed please. NOTED Proposal and AGREEMENT and ASSURANCES form to which they refer. Attach these documents behind this Attachment if not.

Attachment 16: Copy of the liability insurance policy(s), local coverage or other evidence regarding the insurance set forth in paragraph 8.

Attachment 18: Copy of the award record sheet.

Attachment 23:

Attachment 24:

Attachment 25:

Attachment 26:

Attachment 6

If applicable, the Notice of Sub-Award (NOSA) or Intra-state Transfer Voucher (ISTV) is incorporated by reference as an integral part of this agreement.

The NOSA establishes the:

- a) Dollar amount awarded by the DEPARTMENT;
- b) Plan for drawing down funds;
- c) Specific terms and conditions or amendments to this Agreement;
- d) Frequency of required reporting and the persons at the DEPARTMENT to whom those reports should be submitted.

The ISTV establishes:

- d) Dollar amount awarded by the DEPARTMENT;
- e) OAS Coding
- f) Project Description

Barrett Brothers 11710SC4EA

Attachment 7

FCFC ASSURANCE STATEMENT FOR FCSS FUNDING

The Operational Capacity Building Funds (OCBF) are made available to county Family and Children First Councils (FCFC) in their administrative grant to provide a portion of the salary and fringe benefits for FCFC personnel, general investment, administrative support, training, and/or consultation. In order to access the OCBF funds, the county Family and Children First Council must ensure that the following administrative and process components are in place and will be available in 307 MW. The county FCFC further assures that any changes or revisions to the FCFC approved county Service Coordination Mechanism will be submitted to OCFP within 10 working days of the FCFC's approval of the revised document.

Please check the appropriate box to indicate status of each required FCFC component:

Table with 2 columns: REQUIRED COMPONENTS FOR FCSS FUNDING, COMPONENT CURRENTLY IN PLACE. Rows include: All identified Administrative Agents as required by section 3109 of ORC 3111.01, Standardized Family Service Coordination Mechanism for children and youth (3 through 21) with written policies and procedures, Updated FCFC Service Coordination Matrix, All identified FCFC Family Representatives as part of the required standardized mechanism in section 3109 of ORC 3111.01, Access to the designated Administrative Agent for completion and submission of the required Annual Financial Report Filing with the Auditor of State per ORC 3111.01, Access to program receipt and implementation of the requirements of Ohio's Early Intervention System, Access to program use and reporting of Family-Centered Services and Support Tracking for expanded program implementation, FCFC Budget Summary: Annual Abstract and Breakdown of Budget, including a brief description, Access to the Administrative Agent and the FCFC Office for the Budget Management (BMS) tool and other utility FCFC tools for trend or change assessment, FCFC Budget Assessment & Shared Services, County FCFC Member Attendance from previous calendar year, County FCFC Member Agency Approval and Shared Use.

On behalf of Madison County the County Family and Children First Council, I (we) assure that the above components are currently in place as part of our local FCFC Service Coordination Mechanism (SCM) and will notify OCFP of any changes to the mechanism within 10 working days. The county FCFC understands and agrees that receiving any of the above components from our FCFC BMS may require access to FCSS funding.

Required Signatures: David Dhome, FCFC Administrative Agent's Signature, David Dhome, Printed Name, 7-24-18, Date. Also includes signature of FCFC Coordinator's Signature, Printed Name, and Date.

Approved and Assures: Template Form Revised 3/6/2018

Attachment 8

FCFC ASSURANCE STATEMENT FOR FCSS FUNDING

The Family-Centered Services and Supports (FCSS) funding is made available to county Family and Children First Councils (FCFC) via their administrative grant for purposes outlined in the Family-Centered Services and Supports Guidance document. The official name of these funds is "Family-Centered Services and Supports" and they are a combination of federal child welfare dollars, Social Security Act Title IV-B funds from ODSB (1994) and general revenue funds from OH&M&AS, ODYS and ODODD (2014). The 10% federal portion of these funds should be reported as 11W for CFDA #93.645 (Part 1) and 85% for CFDA #93.556 (Part 2). In order to access the FCSS dollars, the county FCFC assures that the following service coordination components are in place and will be available in 307 MW. These components are to be a part of the local FCFC Service Coordination Mechanism approved by Ohio Family and Children First. The county FCFC further assures that any changes or revisions to the OCFP approved county Service Coordination Mechanism will be submitted to OCFP within 10 working days of the FCFC's approval of the revised document.

Please check the appropriate box to indicate status of each required Service Coordination component:

Table with 2 columns: REQUIRED SERVICE COORDINATION COMPONENTS FOR FCSS FUNDING, COMPONENT CURRENTLY IN PLACE. Rows include: Access to FCFC service coordination process is available to children and youth (0 through 21) with written policies and procedures, Clear referral process is established that can be accessed by youth (YYAT), families and agencies, Youth (YYAT) Families are expected and encouraged to fully participate in all family service coordination plan meetings, Team meetings are individualized to include appropriate agency school staff, and family-identified support persons. The teams are reflective of the youth (YYAT) family needs, in order to assist with the most appropriate individualized family service coordination plan, Meetings take place before non-emergency out-of-home placements and within 10 days of emergency placements, Issues pertaining to confidentiality, least restrictive environment and cultural sensitivity are addressed in all phases of the service coordination process, A structured process is used to assess the needs and strengths of the youth (YYAT) family, An individual, approved by the youth (YYAT) family, is designated to track the progress of the plan, schedule reviews, and facilitate the service coordination plan meetings, Individualized Family Service Coordination Plans are developed and executed for and with each youth/family, Individualized safety plan programming with clear delineated strategies is developed for and with each youth (YYAT) family as needed, Individualized crisis response plan detailing options for preventing known short-term crisis situations, A dispute resolution process is available that can be accessed by youth (YYAT), parents and agencies, Youth (YYAT) Families may utilize the Parent Advisory Connection where available, or may invite a family advocate, mediator, or support person to participate in service coordination plan meetings.

On behalf of Madison County the County Family and Children First Council, I (we) assure that the above components are currently in place as part of our local FCFC Service Coordination Mechanism (SCM) and will notify OCFP of any changes to the mechanism within 10 working days. The county FCFC understands that receiving any of the above components from our FCFC BMS may require access to FCSS funding.

Required Signatures: David Dhome, FCFC Administrative Agent's Signature, David Dhome, Printed Name, 7-24-18, Date. Also includes signature of FCFC Coordinator's Signature, Printed Name, and Date.

Approved and Assures: Template Form Revised 3/6/2018

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

Subject: Martin Moon #208 Ditch Hearing

The Martin Moon #208 ditch hearing took place on Tuesday July 24, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS  
Martin Moon Ditch #208 Ditch Hearing  
July 24, 2018 - 11:00 a.m.

1. David Lanigan
2. Robert Lanigan
3. Janelle Weiss
4. Julia Cumming
5. TERRY MESCHER
6. Brian Hackst
7. MAF FURSE
8. Bryan Dhume
9. Marki Korb
10. On-Site
11. JOE MOSIER
12. John P. Hunter
13. Joann Wiseman
14. Garin Wiseman
15. Bill
16. Bob Slane
17. Don Siesel
18. Ken Higgs
19. Jim D. J.
20. Dennis D. D.
21. Mark Forrest
22. Wayne Roberts
23. \_\_\_\_\_

Subject: Martin Moon #208 Ditch Hearing - Approved - Assessment Phase 1

Mr. Hunter moved per the recommendation of Bryan Dhume, Engineer, to proceed with option 1 that allows the Engineer's Department to provide assessments to property owners for the installation of the tile that will lower the water. The Engineer's Department will provide these assessments within 90 days.

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

Subject: Proclamation – Approved – Forget Me Not

Mr. Forrest moved to approve the 2018 Forget Me Not Proclamation for DAV.

MADISON COUNTY  
COMMISSIONERS

PROCLAMATION - FORGET - ME - NOT - DAYS  
JUL 24 AM 10:09

WHEREAS: OUR COMMUNITY HAS A CONTINUING SENSE OF GRATITUDE TO THOSE DISABLED VETERANS WHO DID SO MUCH TO KEEP OUR WAY OF LIFE INTACT; AND

WHEREAS: THE DAV HAS WORKED EXCLUSIVELY FOR THE WELFARE OF OUR DISABLED VETERANS; AND

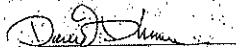
WHEREAS: THE MADISON COUNTY CHAPTER #93 OF THE DISABLED AMERICAN VETERANS HAS BEEN ESTABLISHED TO CARRY ON THIS WORK IN OUR COMMUNITY; AND

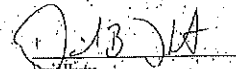
WHEREAS: THE DAV OFFERS A FREE SERVICE TO DISABLED VETERANS AND THEIR FAMILIES IN FILING CLAIMS FOR GOVERNMENT BENEFITS AND ALSO ASSISTS IN JOB, HOSPITAL, EMPLOYMENT AND OTHER DISABLED VETERANS PROBLEMS AND


WHEREAS: THE DAV MEETS EMERGENCY SITUATIONS WHICH MAY ARISE IN THE FAMILY OF A DISABLED VETERAN AND

NOW, THEREFORE, WE THE COMMISSIONERS OF MADISON COUNTY DO HEREBY PROCLAIM AUGUST 10<sup>th</sup>, AND 11<sup>th</sup>, 2018 AT THE LONDON SPEEDWAY (102 W. HIGH STREET) AND WALMART AS DISABLED AMERICAN VETERANS FORGET - ME - NOT - DAYS AND URGH THE SUPPORT OF ALL CITIZENS, INTERESTED GROUPS AND ORGANIZATIONS.

MADISON COUNTY COMMISSIONERS

  
David Dhume

  
David Hunter

  
Mark Forrest

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:03 a.m. to discuss economic development.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 9:19 a.m. No action was taken.

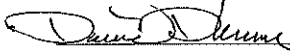
Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

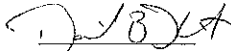
Subject: Meeting Request – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the required meeting request in compliance of 325:20 ORC for the following:

Ken Koppas, Bryan Dhume, Marlin Bradley, and Nathan Ernst to attend: "Ohio Drainage Expo." August 15, 2018, Wapakoneta, Ohio. Cost \$160.00.

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

  
David Dhume

  
David Hunter

  
Mark Forrest

ATTEST: Katie Wiseman