

Subject: Contract – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge -- Dorsey, Job & Family Services Interim Director, to approve the contract with Job & Family Services and E-Typist Transcriptions, to provide goods and services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
VENUE CONTRACT

This contract was entered into on 09/18/2018 between the Madison County Department of Job and Family Services (Agency), 220 McKinley St., Lewis, OH 45309 and E-Typist Transcriptions, PO Box 1029, 6500 W. 10th St., Tulsa, OK 74109 for the purchase of required services or products that are in accordance with the agreement (1/1/18-12/31/18).

In consideration of mutual promises contained herein and for other purposes related thereto, the parties to this contract agree as follows:

Article - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children Services program. This Contract is not intended to and does not establish a subcontract or any other relationship with the contractor. Terms are defined in the FAR, 48 CFR in the federal procurement transaction.

Article - Scope of Services/Performance

1. Agency Responsibility - Agency agrees to pay for the contractor's professional services for required services provided for the Agency in accordance with the terms of the contract. The Agency agrees to maintain a record of all contract costs and to deposit upon the contractor's performance in the delivery of services specified. The contractor shall be responsible for the timely and accurate preparation and submission of invoices, and all other documents for the contract. The contractor shall also be responsible for the accurate and timely submission of all invoices.

2. Contractor Responsibility - The Contractor will be held liable for all the required services or products in accordance with the provided response to the RFP, including all expenses and materials, as incorporated in this contract with reference and made per the terms.

Article - Billing and Payment

Agency agrees to compensate the contractor for the services rendered in the scope of services and to pay the contractor, as determined by the Agency's (1/1/18-12/31/18).

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

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

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

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

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

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

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

Article 4 - Availability of Funding

Agency represents that it:

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

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

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approved by the Madison County Commissioners

Work not approved and added to the contract or services provided by the Contractor, Agency retains the right to not pay for the Contractor at the end of the period in which the work was performed. Agency will not pay the Contractor at the end of the period for any work not approved by the Agency. The Agency shall not be held liable for any work not approved by the Agency resulting from termination of this provision.

1524 - Termination of Contract

A. This Contract will be effective from 10/01/2018 to 09/30/2019. The expiration of this Contract, or the expiration of the availability of the Agency's budget, shall not constitute a termination of this Contract. The Agency reserves the right to terminate this Contract at any time, without cause, and without notice to the Contractor.

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

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

1525 - Termination 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.

1526 - Termination of 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.

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

Article 8 - Termination

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

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

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

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

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, 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





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

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

**Article 15 – Governing Law**

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

**Article 16 – Integration and Modification**

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

**Article 17 – Severability**

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

**Article 18 – Equal Employment Opportunity**

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to

race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

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

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

- Title II, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11746, 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 IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 112.71 and 113.33, and Chapter 4112, Revised Code.

**Article 19 – Compliance Requirements**

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

- Davis Bacon Act (29 U.S.C. 215a to 215c), Public Law 7448, as supplemented by Department of Labor regulations (29 CFR part 1);
- Sections 132 and 133 of the Central Work Hours and Safety Standards Act (40 U.S.C. 33) through 332 as supplemented by Department of Labor regulations (29 CFR part 1);
- Copeland "Anti-Sweatshop" Act (18 U.S.C. 875) as supplemented by Department of Labor regulations (29 CFR part 1);
- Section 856 of the Clean Air Act (42 U.S.C. 8507) section 808 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 CFR part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan based on compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 91 Stat. 817);
- 29 CFR Part 80 and 45 CFR 26 regarding a contractor's workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on site, carry out a safe program, will not purchase, use, or possess illegal drugs or alcohol, or abuse prescription drugs on any day;
- Sections 2511-2513 (1) and (2) Revised Code, which require that no agency or department in the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods or services from the bonded laborers or services arising from the bonded laborers with a corporation, individual, partnership or other non-corporate business, association, including, without limitation, a professional association organized under Chapter 1703, Revised Code, state, or local.

Article 20 - Other Support

Contractor agrees to cooperate with OHS and any other support enforcement agency having jurisdiction over contractor or employees of contractor and shall support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with equipment and initiative order for the withholding of support which is in accordance to Chapter 1711, Revised Code.

Article 21 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

*Lea Dodge-Dorsey* 10/1/18  
Lea Dodge-Dorsey, Director Date

CONTRACTOR

*William Saige* 9-28-2018  
William Saige Date

MADISON COUNTY PROSECUTOR

Approved as to Form and Legal Sufficiency

*Robert Forrester*  
For State Counsel  
10-1-18  
Date

BOARD OF MADISON COUNTY COMMISSIONERS

*Dennis Dume*  
Commissioner  
*Mark Forrester*  
Commissioner  
10-3-18  
Date

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

Subject: Contract – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract with Job & Family Services and Preventative Aftercare, Inc., to provide goods and services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT #101-2-180-03

This contract is entered into between the Madison County Department of Job and Family Services (Agency), 200 Michigan St., London, OH 43040 and PREVENTATIVE AFTERCARE, INC., 231 George Street East, Green City, OH 45221 for the purpose of providing services as provided in accordance with the contract, which is attached as an exhibit.

- This is to be used by Job and Family Services to provide
- Services on an as needed basis, to the Madison County program
- The parties will fulfill all the required services as provided in accordance with the agreement.

In consideration of the mutual promises contained herein, and for other purposes and to the consideration, the parties to this contract agree as follows:

Article 1 - Purpose

The purpose of this contract is for the provision of professional services for the Madison County Department of Job and Family Services. This contract is intended to provide services as provided in accordance with the terms and conditions set forth in this contract and the related agency management "manuals".

Article 2 - Scope of Services to be Provided

A. Agency Responsibilities - Agency agrees to provide services upon satisfactory completion of required services, provided the Agency receives sufficient information from the vendor. The Agency agrees that reimbursement of all services provided will be dependent upon Contractor performance in the delivery of services specified. Delivery of professional services shall be in accordance with the proposal and budget submitted, if applicable, and all other documents to this contract. Delivery of professional services shall also be documented in all of the Agency's work products as needed.

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

Article 3 - Billing and Payment

Agency agrees to pay for the Contractor per the attached exhibit.

- Rate of \$48.49/per day per family (7 days per week), billed for actual cases served.
- Caseload of 7 families to 1 counselor

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

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

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payments 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 in contingent funding sources available to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, awards by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

There are not appropriate funds available for the performance of the goods or services provided by the Contractor. Agency may terminate the goods 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 termination or suspension of work. No party shall incur 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 charges resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 10/1/2018, the execution of this Contract, or the termination of the availability of funds (whichever is later), through 9/30/2018, unless, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, if the express or implied intent of Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5506.01 (B) of the Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6 below, Contractor expressly agrees to perform work not subject to invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for two (2) additional one (1) year terms with no increase in price or

change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

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

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

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

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, 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

Contractor shall retain all records... for the period of five (5) years...

After payment is made... the Contractor shall retain...

The parties further agree that should the Contractor be terminated... the Contractor shall retain...

The Agency shall not be liable to the Contractor... for the loss of information...

ACCESS TO RECORDS AND INFORMATION

All books, documents, papers, and records... shall be made available...

All records shall be made... available to the public...

termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law.

Article 10 - Confidentiality

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

- A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor.
B. All Contractor information which is proprietary will be held to be strictly confidential by Agency.

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...

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.

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C.R. Section 164.592 (g) and Section 164.594 (g) 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 violation of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to reflect 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, 2311.42 or 2311.43, 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, 2311.42, and 2311.43 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 11 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may arise as a result of any operation required 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 contract period Contractor becomes disqualified from conducting

business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Contractor Duties

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

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

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

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

with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

**Article 14 – Assignment and Subcontracting**

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

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

**Article 15 – Governing Law**

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

**Article 16 – Integration and Modification**

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

**Article 17 – Severability**

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

with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

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

**Article 17 – Severability**

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

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- Equal Educational Opportunities Act, as amended;
- Uniformed Services University of the Health Sciences Act, as amended; and
- Sections 102.71 and 103.53 and Chapter 1012, 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. 3141 to 3147, Public Law 74-48), as supplemented by Department of Labor regulations (29 CFR Part 1);
- Sections 109 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3703) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Copeland "Prohibition" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 5);
- Section 508 of the Clean Air Act (42 U.S.C. 1853) (a), section 508 of the Clean Water Act (33 U.S.C. 1353) Executive Order 11735, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 891);
- 29 CFR Part 58 and 45 CFR 76 regarding 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, possess, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3811.13 (1) and (4), Revised Code, which require that no agency or department of the state of Ohio or 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, holding, without first obtaining a professional consultation prepared under Chapter 103, Revised Code, ethics, estate, or trust.

Article 20 - OHS Support

Contractor agrees to cooperate with OHS and any other support to the extent agency in ensuring Contractor or employees of Contractor meet all support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 103, Revised Code.

Article 21 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF

FOR FAMILY SERVICES

*Lois Dodge-Horsey*  
Lois Dodge-Horsey, Director

10/1/18  
Date

*Richard L. Losasso*

September 28, 2018  
Date

Preventative Aftercare, Inc.  
Richard L. Losasso, CEO

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

BOARD OF MADISON COUNTY  
COMMISSIONERS

By: *Steve Pronal*  
For Steve Pronal

*David Hunter*  
Commissioner

10-1-18  
Date

*David Hunter*  
Commissioner

*Mark Forrester*  
Commissioner

10-2-18  
Date

Following a second from Mr. Forrest 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, Job & Family Services Interim Director, to approve the contract with Job & Family Services and Capital Fire Protection Co. to provide goods and services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR CONTRACT

This contract is between the Madison County Department of Job and Family Services ("Agency"), 200 Main St., London, OH 43130 and CAPITAL FIRE PROTECTION CO., 3850 WILLOW CREEK DR., COLUMBUS, OH 43234 for the purchase of requested services or products that are in accordance with the bid submission, which includes but are not limited to:

- Three quarterly inspections and one annual inspection for sprinkler systems. All services will be done during regular working hours of 8:00am - 4:00 pm.

One annual inspection which includes:  
 • High level of one dry pipe and all end systems  
 • Checking of alarm (water to system)  
 • Visual inspection of piping system  
 • Inspection for proper fire department and fire insurance requirements.  
 • Conduct one (1) domestic water bellows pressure and GFI inspections

Three quarterly inspections which includes:  
 • Checking of alarm (water to system)  
 • Visual inspection of piping system  
 • Inspection for fire department and fire insurance requirements

- Any repairs or additional work to the fire sprinkler system will be done on a time and material basis and a quote for additional work will be submitted per request.

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

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Child Support program. This Contract is not intended to add or amend existing contracts or sub grants relationship as those terms are defined in either 231.220 or in the related grant management "contract model".

Article 2 – Fiscal Services/Provision

- 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 bid submission (Attachment 1 and Attachment 2)

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- \$225.00 for 3 quarterly inspections (Attachment 3)
- \$450.00 for 1 annual inspection – 2019 & 2020 (Attachment 1)
- \$825.00 for 1 full dry system inspection - 2018 (Attachment 1)
- Time and material rates (Attachment 1)

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

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

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only pay for those services rendered under this Contract. It is understood that Agency has no obligation to the Madison County Auditor unless a separate agreement is reached between.

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

**Article 4 - Availability of Funds**

Agency represents that:

- Provide adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reasonable likelihood of not being able to provide the funds to meet all payment obligations for each period; and
- Will use its best efforts to obtain the appropriation of necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is subject to funding sources allocated to the State of Ohio, such as federal grants, appropriation made by the Ohio General Assembly, or by the Ohio Department of Health and Family Services and appropriated 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 goods 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 liable for any claims against the order or for any payment made by the termination under this provision.

**Article 5 - Duration of Contract**

A. This Contract will be effective from October 1, 2018, the execution of this Contract, or the execution of the availability of funds policy, whichever is later, through September 30, 2019 including any extension or extensions, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be renewed or extended until the Madison County Auditor notifies pursuant to Section 5753.11 of the Revised Code, that the amount required to meet the Agency's obligation, in the case of a continuing contract to be performed in whole or in part in a successive fiscal year, the amount required to meet the

obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

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

**Article 6 - Extension of Contract**

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for two (2) additional one (1) year terms with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

**Article 7 - Amendment of Contract**

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

**Article 8 - Termination**

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

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

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

D. In the event of termination under this Article 8 of the Contract, Contractor will be

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

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, 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 heretofore mentioned.

F. If Agency or Contractor fails to perform an obligation or duty 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 entered 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 Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcripts.

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

#### Article 10 - Confidentiality

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

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

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

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

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existence 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 release 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, OHIO and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and shall certify that no copies of sensitive data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-6 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/Title

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 violation of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to exert 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, 221.42 or 221.43, 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, 221.42, and 221.43 of the Revised Code and the provisions 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 these provisions.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been

or will be established between the parties here to provide the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any liability, state, municipal, or other tax liability arising with or from any operation, receipt, possession, and future use of products which may require as a result of transportation needed for services or deliveries rendered hereunder.

Contractor agrees that it is an independent contractor for employment relating but not limited to the expiration of the bid labor Service Act, the Code of Securities Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provision of the Internal Revenue Code, Ohio Income, Workers Compensation law, and Unemployment Insurance law. Contractor certifies that all approvals, licenses, or other qualifications necessary to complete the business that has been obtained and are complete. It is the intent of this contract that Contractor assumes all liability for any and all business in this bid, however, Contractor shall be held liable by Agency of the dequalification and immediately cease performance under the Contract.

Article 13 - Ownership of Bid/Shop Contractor Data

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 responsibility for any activities in furtherance of the bid or any judgment for infringement of patent or copyright rights. Contractor agrees to defend and pay such costs or liabilities if needed upon by Agency to whom Contractor will not generally pay fees or costs to be filed or presented against the society or Agency on account of any claim, suit, or counterclaim brought by Contractor, his, agents, or assigns to make prompt payment of any claims for fees, salaries, or materials furnished to Contractor by any person in connection with this Contract and does not intend, by the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person for which the claim or salaries and charges are the amount of the payment applied for fees to be used to recover the Contractor's portion of this Contract.

B. Agency's liability for damages, whether in contract or tort, is required to and the full amount of damages payable to Contractor under Article 10 of this Contract on the amount of direct damages caused by Contractor, which is limited to no more than Agency shall be responsible to ensure essential services, 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 proceedings brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County

on account of any delay in payment of the contractor's obligations under the contract, including but not limited to, interest, penalties, costs, and expenses, provided that the contractor agrees to provide prompt notification in writing of such delay in payment, including, but not limited to, the opportunity to conduct a site visit to determine the cause of the delay and the contractor's cooperation in the determination of the cause of the delay of each item.

Contractor agrees to pay all damages which result against Agency as a result of any delay in the completion of the contract, including but not limited to, interest, penalties, costs, and expenses, provided that the contractor agrees to provide prompt notification in writing of such delay in payment, including, but not limited to, the opportunity to conduct a site visit to determine the cause of the delay and the contractor's cooperation in the determination of the cause of the delay of each item.

**Article 11 - Assignment and Subcontracting**

The contractor shall not assign this contract or any part thereof without the prior written approval of the Agency. The contractor shall not subcontract any part of the contract under this contract without the prior written approval of the Agency. All assignments and subcontracts shall be subject to the same terms, conditions and provisions as the original contract. The contractor is responsible for making payment to all subcontractors for any goods or services provided by such subcontractors.

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 bonding requirements. Should this occur, contractor will immediately refer the matter to the Agency for enforcement of the subcontractor's contract with contractor's name being withheld.

**Article 11 - Governing Law**

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

**Article 11 - Integration and Modification**

This instrument embodies the entire contract between the parties. There are no oral promises, terms, conditions, or alterations which have been made or shall be made.

contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

**Article 17 - Severability**

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

**Article 18 - Equal Employment Opportunity**

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

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

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

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- Title IX, Blood Title VI of the Civil Rights Act of 1964, as amended;
- Executive Order 11811, Equal Opportunity for Women in the Workplace Act of 1967, and supplemental Department of Labor regulations 41 CFR 101.60;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title III of the National Labor Relations Act;
- Section 8(a) of the National Labor Relations Act of 1935;
- 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 Education Opportunity Act, as amended;
- Uniformed Services Union Act, as amended; and
- Sections 11.71 and 11.83, and Chapter 4111, Revised Code.

Article 11 - Compliance Requirements

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

- OSHA 29 CFR 1910.1200, Hazardous Waste Operations, as implemented by Department of Labor regulations (29 CFR Part 191)
- Sections 191 and 201 of the Control and Work Hours and Safety Standards Act (40 U.S.C. 331 through 338) as implemented by Department of Labor regulations (29 CFR part 191)
- Copeland "No-Strike" Act (49 U.S.C. 814) as implemented a department of labor regulations (29 C.F.R. Part 191)
- Section 506 of the Clean Air Act (42 U.S.C. 1856), section 508 of the Clean Water Act (33 U.S.C. 1358) Executive Order 11738, and environmental protection requirements (42 C.F.R. part 191)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 10 Stat. 141)
- 29 CFR Part 1910 and 1917 regarding safety of workers. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not be using, handling, or possessing illegal drugs or alcohol, or other prohibited substances in any way.
- Section 3511.11 (j) and (k) Revised Code, which require that no agency or department of the state of Ohio or 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, trust or, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

Article 20 - Child Support

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

Article 21 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES

*Lori Dodge-Dorsey* 9/26/18  
Date  
Lori Dodge-Dorsey, Director

*Chris Bradford* 9/24/18  
Date  
Capital Fire Protection Co.  
Christian Bradford, President

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: *Steve Pronal*  
For Steve Pronal  
9-27-18  
Date

BOARD OF MADISON COUNTY  
COMMISSIONERS

*David Dhume*  
Commissioner  
*D. B. Hunter*  
Commissioner  
*Mr. Forrest*  
Commissioner

Date

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

Burnett Brothers 11770834EA

Subject: Contract – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract with Duke Driving to provide goods and services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR CONTRACT  
10/01-12/31/18

This contract is entered into on 10/01/18 between the Madison County Department of Job and Family Services ("Agency"), 20844 Hwy 99, London, OH 43130 and DUKE DRIVING, LLC, 10000 N. STATE ROAD, OHIO 43130 for the purpose of providing the goods and services set forth in accordance with the agreement.

- **PRODUCTS/EDUCATION COURSES**
- Attachment 1, containing the request for proposal (RFP) and the associated responses, addenda and the proposal responses to be used as the basis for the contract for Agency (RFP) are incorporated into this agreement by reference and made a part hereof.
- The products will include all the required services as provided in accordance with the agreement.

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

**Article 1 – Payment**

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children's Services program. This Contract and the related documents are not to be construed as a contract for the purchase of goods or services as defined in Article 7 of the Ohio Revised Code or as a contract for the purchase of goods or services as defined in Article 7 of the Ohio Revised Code.

**Article 1 – Scope of Services to be provided**

A. Agency responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient documentation to be made. The Agency agrees that the reimbursement of all extended 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 to be completed, if applicable, within the time period to the contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

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

**Article 1 – Bill of Materials**

Agency agrees to compensate the Contractor per the amounts listed:

- Rent car for driving exam - \$85.00
- 2-4 hourly in-car sessions - \$35.00/per hour
- Entire 32 hour course - \$315.00

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

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer 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 during a period of  
• Will use 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 allocated by the State of Ohio, such as the federal funds appropriations made by the Ohio General Assembly, monies by the Ohio Department of Job and Family Services and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated or available for the performance of the goods or services provided by the Contract, 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 problems or issues that affect the shortage of funds, to provide time to come to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments or for any expenses resulting from termination under this provision.

**Article 5 - Duration of contract**

A. This Contract will be effective from October 1, 2018, the execution of this Contract, or the execution of the availability of funds (whichever is later), through September 30, 2019, unless otherwise extended, as provided in Article 6 of this Contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies payment to Series 5706.81 (P) Revised Code, that the amount required to meet the Agency's obligation, in the case of a revolving contract to be performed in whole or in part in an ongoing fashion, the amount required to meet the obligation in the fiscal year in which the contract is made, has been fully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund from any previous encumbrances.

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

**Article 6 - Extension of Contract**

The Agency and Contractor may determine if an extension of this Contract is in the best interest of all parties. If, based on mutual agreement of the parties, this Contract may be extended for two (2) additional one-year terms with no increase in rate or

change in the goods or services to be provided, except as specified in a written amendment agreed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

**Article 7 - Amendment of Contract**

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

**Article 8 - Termination**

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

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

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

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

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, 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

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Contractor shall be bound by the other party's schedule to include the records in a final report and to deliver the records to the Agency. When by Agency is not satisfied with the records, the Agency may request the Contractor to provide additional records.

The party responsible for the records, including, but not limited to, the records, shall be the Contractor. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records.

The party responsible for the records, including, but not limited to, the records, shall be the Contractor. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records.

The Agency shall not be liable to the Contractor for any loss or expense after the termination of the contract. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records. The Contractor shall be responsible for the records.

**Article 1 - Access Availability and Retention**

All records, documents, papers, and records shall be directly provided to the Contractor, including supporting documentation for records submitted to the Agency by the Contractor, shall be made available to the Contractor for use by the Agency, the State of Ohio, and the Ohio Department of Public Safety, the Ohio State Police, the Ohio State Highway Patrol, and the Ohio State Bureau of Criminal Investigation, and shall be available for retention, storage, and use by the Contractor for the purpose of making, producing, receiving, and retaining records.

All records related to this work performed under this contract shall be retained for a period of five years after the

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

**Article 10 - Confidentiality**

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

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

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

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

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, ODPS 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.R. Section 146.021 (j) and Section 146.024 (j) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Confined Interactions

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

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that will work a substantial and unjustifiable benefit to a substantial and important interest of 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 code of standards or conduct sections 146.021, 146.04, 201.42 or 201.43, federal code, and will refrain from activities which violate the direct or indirect.

Contractor agrees to comply with all applicable laws and regulations with the requirements of sections 146.021, 146.04, 201.42, and 201.43 of the federal Code of the practices of the Agency and all 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 herein pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes full responsibility for any federal, state, or local, whether tax related liability with respect to contractor's employment or operation, and all expense payments which may occur as a result of cooperation needed for services or deliverables mentioned 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 is not an officer, employee, or other representative necessary to conduct business in Ohio, has been or shall be engaged in any way that brings the contractor's name or Contractor business into contact with the public.

business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Contractor Duties

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

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

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

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

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Article 18 - Equal Employment Opportunity

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Article 18 - Equal Employment Opportunity

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Article 18 - Equal Employment Opportunity

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Article 18 - Equal Employment Opportunity

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Article 18 - Equal Employment Opportunity

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

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

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal 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 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;

- Reform Section 44, as amended; and
- Sections 112, 113, 114, 115, and Chapter 110, 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:

- Civil Service Act (41 U.S.C. 51 to 5156), Public Law 74-433, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 159 and 159.01 of the Central Work Hours and Salary Standards Act (41 U.S.C. 510 through 510.01) as supplemented by Department of Labor regulations (29 CFR part 5);
- Copies of "No-Strike Act" (41 U.S.C. 510) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Section 26 of the Clean Air Act (42 U.S.C. 1857) (4) sections 516 of the Clean Water Act (33 U.S.C. 1363), Executive Order 11738, and environmental protection agency regulations (40 CFR part 15);
- Mandatory fire drills and other safety emergency actions which are conducted in the state emergency operations plan issued in accordance with the Emergency and Conservation Act (16 U.S.C. 1631, 1632, 1633);
- 29 CFR Part 15 and OSHA 18 regarding workplace ergonomics. Contractor will make a good faith effort to ensure all employees performing jobs or responsibilities under this contract, while working on state, county or private property, will not purchase, use, use or possess illegal drugs or alcohol, or disseminate information in any way;
- Sections 150.11 (1) and (2) 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 or period under Chapter 173, Revised Code, relating to that.

**Article 20 - OIG Support**

Contractor agrees to cooperate with OIG and any other support enforcement agency in ensuring Contractor or employees of Contractor meet their support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any current or future legislative action for the withholding of support which is based on Chapter 3113, Revised Code.

**Article 21 - Benefits**

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

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

MADISON COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES

*Loft Dodge-Dorsey* 9/26/18  
Loft Dodge-Dorsey, Director Date

*J. Thomas Duke* Sept. 21st, 2018  
J. Thomas Duke, Owner Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: *Steve Pronai*  
For Steve Pronai  
9-29-18  
Date

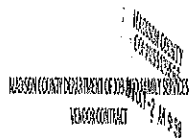
BOARD OF MADISON COUNTY  
COMMISSIONERS

*David Dhume*  
Commissioner  
*D. B. Hunt*  
Commissioner  
*Mark Forrest*  
Commissioner  
10-2-18  
Date

Following a second from Mr. Forrest 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, Job & Family Services Interim Director, to approve the contract with Madison County Board of DD to provide goods and services in accordance with the contract below.



The contract between the Madison County Department of DD (DD) Human Services and the Madison County Board of DD (BO) to provide goods and services in accordance with the contract below.

- Invoice BO will be provided monthly
- BO will not be responsible for the purchase of any equipment. BO will be responsible for the purchase of any equipment that is not included in the contract.
- Invoice of BO will be provided monthly with 15 days.
- Invoice by BO will be provided to BO and BO will be responsible for the purchase of any equipment that is not included in the contract.
- Invoice of BO will be provided to BO and BO will be responsible for the purchase of any equipment that is not included in the contract.
- The purchase of any equipment that is not included in the contract will be the responsibility of BO.

In consideration of the above provisions, the BO and BO agree to the following:

**Article - Purpose**

The purpose of this contract is for the purchase of goods and services for the Madison County Department of DD (DD) Human Services in the state of Ohio and the Madison County Board of DD (BO) to provide goods and services in accordance with the contract below.

**Article - Scope of Services/Services**

A. Agency Responsibilities: Agency agrees to pay Contractor upon successful completion of requested services provided the Agency receives sufficient documentation from the Contractor. The Agency will not be responsible for any costs that are not included in the contract.

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 August 2016 Social Service Contractors for agency clients RFP (See Attachment I).

**Article 3 – Billing and Payment**

Agency agrees to compensate the Contractor per the amounts listed:

- \$25.00 per individual BCI
- \$50.00 BCI and FBI checks

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

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

Barrett Bookham T1710844E4

Agency shall represent and warrant that it has been selected as the contractor for the project under this contract.

Article 4 - Availability of Agency

Agency warrants that it:

- 1. Has adequate funds to meet its obligations under this contract;
- 2. Has the ability to perform the work under this contract and has no known or potential conflicts of interest that would affect its performance under this contract;
- 3. Will use its best efforts to obtain the necessary permits for the work under this contract.

Notwithstanding to the extent of any limitation on the availability of funds, the Agency shall use its best efforts to obtain the necessary permits for the work under this contract.

If funds are not available to complete the work under this contract, the Agency shall notify the contractor in writing as soon as possible. The Agency shall not be liable for any delay or cost incurred by the contractor as a result of the Agency's failure to obtain the necessary permits for the work under this contract.

Article 5 - Extension of Contract

A. This contract will be extended for one (1) year from the date of the expiration of this contract, or the expiration of the availability of funds, whichever occurs first, unless the contractor notifies the Agency in writing of its intent to terminate the contract.

B. Notwithstanding to the extent of any limitation on the availability of funds, the Agency shall use its best efforts to obtain the necessary permits for the work under this contract.

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

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this contract may be extended for two (2) additional one (1) year terms with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

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

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

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

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

If upon breach or default of any of the provisions, obligations or duties under this Contract, Agency may exercise any provisions of this Contract, including, but not limited to, the right to suspend or terminate the Contract, and to award any amount of the contract to another contractor, and Agency retains the right to exercise all other remedies available to it.

If Agency or Contractor fails to perform an obligation or obligation under this Contract with respect to which it is obligated by the other party, such violation shall be the party's fault and it shall not be deemed to constitute a breach of the Contract. It is the intent of the parties to this Contract that the Contractor shall not be held liable for any such violation.

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

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

The Agency shall not be held to be liable to the Contractor for any loss or expense incurred by the Contractor as a result of the Contractor's inability to complete the terms of the Contract, which shall be the date of termination, unless such loss or expense is caused by the Agency. Notwithstanding the above, the Contractor shall not be held to be liable to the Agency for damages sustained by the Agency as a result 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 as a result 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 resolved.

Article 10 - Confidentiality and Information

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

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

Article 10 - Confidentiality

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

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

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

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



opportunity to conduct the defense thereof, and furnish materials and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all charges and costs awarded against Agency, any official or employee of Agency in this matter which Agency, 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 his own expense and at his 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 include the termination of this Contract, without limitation.

**Article 14 - Assignment and Subcontracting**

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

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is hereby 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 recited herein with this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

**Article 17 - Severability**

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

**Article 18 - Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action 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 and 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 civil rights and non-discrimination laws and regulations including, but not limited to:

- Title VII, and Title VII of the Civil Rights Act of 1964, as amended;

