

Government Forms and Supplies EB100456A

Commissioners Journal # 90 Page 159 April 30, 2019

Subject: Bills - Approved - Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Forrest moved to approve all purchase orders and allow payment of all then and nows and vouchers.

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

Subject: Appropriation - Approved - Sanitary Sewer & Water District

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

- WD # 1 - Other (6055-P500-5-0046) in the amount of \$10,000.00.
- WD # 1 - Repair (6055-P500-5-0050) in the amount of \$50,000.00.
- WD # 1 - Equipment (6055-P500-5-0070) in the amount of \$50,000.00.
- WD # 1 - Contract Services (6055-P500-5-0140) in the amount of \$12,000.00.
- WD # 1 - Materials (6055-P500-5-0600) in the amount of \$50,000.00.
- WD # 1 - Utilities (6055-P500-5-0802) in the amount of \$15,000.00.
- WD # 1 - Engineering (6055-P500-5-9999) in the amount of \$30,000.00.



**Madison County
Sanitary Sewer & Water District**

PO Box 623 / 1860 Old Springfield Rd
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

MADISON COUNTY
COMMISSIONERS
2019 APR 29 PM 2:28

April 23, 2019

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting you to increase the 2019 Water District #1 Fund. The increase is due to the bond that was issued to the District to cover the initial costs for start up and repair costs. Consequently, an increase in estimated revenues is needed to cover the bond payment and the \$200,000 loan that the County Commissioners transferred into the Fund before the bond. The loan was paid back with monies from the bond.

The following changes are hereby requested to the 2018 SSD#1 Fund:

Increase Estimated Revenue (6055-0000-45200) WD#1: Other by \$715,000.00 to \$715,000.00

Appropriate unappropriated available funds

- Increase (6055-P500-50046) WD#1: Other by \$10,000.00 to \$75,820.00
- Increase (6055-P500-50050) WD#1: Repair by \$50,000.00 to \$60,000.00
- Increase (6055-P500-50070) WD#1: Equipment by \$50,000.00 to \$76,170.00
- Increase (6055-P500-50140) WD#1: Contract Services by \$12,000.00 to \$14,500.00
- Increase (6055-P500-50600) WD#1: Materials by \$50,000.00 to \$60,000.00
- Increase (6055-P500-50802) WD#1: Utilities by \$15,000.00 to \$15,000.00
- Increase (6055-P500-59999) WD#1: Engineering by \$30,000.00 to \$30,000.00

Thank you for your cooperation in these necessary changes.

Rob Slane
Madison County Administrator

Rob Slane
RS:amp

MADISON COUNTY COMMISSIONERS

Approved:

Disapproved:

Date: 4-30-19

[Signature]
MARA FORREST - NOT PRESENT FOR SIGNATURE
[Signature]

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

Subject: Transfer – Approved – Job & Family Services

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the transfer for the following:

Transfer from: Child Support PERS (2057-H100-5-0042) in the amount of \$10,000.00.

Transfer to: Child Support Equipment (2057-H100-5-0070) in the amount of \$10,000.00.

Department: Madison County DJFS Date: MADISON 4/24/19

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Child Support	2057	PERS	2057-H100-0042
	Fund Name	Fund #	Account Name	Account Number
To:	Child Support	2057	Equipment	2057-H100-0070
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	10,000.00	

From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

Reason for Request:
1. To cover expenditures

Ttl = \$ 10,000.00

MADISON COUNTY BOARD OF COMMISSIONERS

Roll call vote resulted as follows:

cc: Auditor _____
 Originator _____
 Originator Pfa _____
 Transfer File _____

Mark Forrest *Mark Forrest*
 David Hunter *David Hunter*
 Tony Xenikis *Tony Xenikis*

C.J. _____, Page _____
 Date: 4-30-19

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders). *ETH 4/24/19*

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

Subject: Budget Revision – Approved – Municipal Court

Mr. Forrest moved per the request of Eric Schooley, Municipal Court Judge to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$2,770.80.

Increase: Salary Employees (1000-A02G-5-0020) in the amount of \$2,400.00.

Increase: PERS (1000-A02G-5-0042) in the amount of \$336.00.

Increase: Medicare (1000-A02G-5-0044) in the amount of \$34.80.

MADISON COUNTY
COMMISSIONERS

THU APR 29 PM 2:35

THE MADISON COUNTY MUNICIPAL COURT

55 North Oak St.
P.O. BOX 646
LONDON, OHIO 43140
(740) 852-1669 FAX (740) 852-0812

Eric M. Schooley, Judge

Tammy Terpening, Clerk

April 29, 2019

Madison County Commissioners
Courthouse

Gentlemen,

Please increase my 2019 budget by \$2770.80, breakdown below.

1000-A02G-50020 – Salary Employee \$2400.00

1000-A02G-50042 – PERS – increase \$336.00

1000-A02G-50044 – Medicare – increase \$34.80

Sincerely,



Eric M. Schooley, Judge
Madison County Municipal Court

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

Subject: Appropriate – Approved – Park Board

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

Appropriate: Park Board Mowing (7125-T892-5-1800) in the amount of \$1,510.00.

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

Subject: Increase PO Funding – Approved – Park Board

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

Increase: Park Board Mowing (7125-T892-5-1800) PO # 1909 in the amount of \$1,510.00.

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

Subject: Appropriate – Approved – Soil & Water

Mr. Forrest moved per the request of Julia Cumming, Soil & Water Administrator, to approve the appropriation per unappropriated funds for the following:

Appropriate: Soil & Water Equipment (7010-L000-5-0070) in the amount of \$30,100.00 (for a new vehicle only).

Partners in
Natural Resource
Protection since 1947



311 US Highway 42 N.E.
London, OH 43140
Telephones: (740) 852-4004
Fax: (740) 852-6295

April 24, 2019
Madison County Commissioners
P.O. Box 618
London, OH 43140

Dear Sirs,

Please increase the appropriation of our accounts:

7010-1000-50020-Estary Account -	\$ 5,800 - for the hiring of a summer intern
7010-1000-50041-Adv/Printing Account -	\$ 1,000 - for district promotional items
7010-1000-30042-PERS -	\$ 950 - for the summer intern
7010-1000-10044-Medicare -	\$ 100 - for the summer intern
7010-1000-30070-Equipment -	\$30,100 - for a new vehicle, intern computer & office equipment

Thank you.

Yours truly,

Julia Cumming
District Program Administrator

cc: Madison County Auditor's Office

(J. JB) LA 4/30/19

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

Subject: Increase PO Funding – Approved – Soil & Water

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

Increase: Equipment (7010-L000-5-0070) PO # 1992 in the amount of \$30,100.00.

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

Subject: Create New Account Number – Approved – General Fund

Mr. Forrest moved to create a new account number line item in the General Fund titled:

"Domestic Violence Shelter"

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

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Internal Controls—Internal Control

Our staff will be able to identify an understanding of the government and its operations, including internal control, sufficient to assess the risks of material misstatements of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to assess the effectiveness of internal controls that we consider relevant to preventing and detecting material misstatements in the financial statements and to providing and detecting misstatements. If, from the nature and extent of our testing, we conclude that there is a material weakness in the financial statements, our staff, if present, will be less in scope than would be necessary to make an opinion on internal control and, accordingly, an opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidelines, we will perform tests of internal control to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing and detecting material misstatements with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to make an opinion on those controls and, accordingly, an opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidelines.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or control weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control deficiencies that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidelines.

Internal Controls—Compliance

As part of planning necessary to assess about whether the financial statements are free of material misstatement, we will perform tests of Madison County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. When it comes to testing for compliance, state and local compliance is requested primarily through the Ohio Compliance Supplement, which has both material and non-material considerations. However, the objective of these procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidelines require that we do this plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Ohio Compliance Supplement for the purpose of testing compliance requirements that would have a direct and material effect on each of Madison County's major programs. The purpose of these procedures will be to express an opinion on Madison County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidelines.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, related notes, and the auditors' report on the data collection from Madison County in accordance with the audit basis of accounting set forth in the Uniform Guidelines based on information provided by you. These assistance services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services we include in the financial statements, schedule of expenditures of federal awards, and related notes services previously defined by, in our sole professional judgment, means the right to refuse to perform any procedure or the reporting that would be considered an auditing management responsibility.

Management Responsibilities

Management is responsible for (1) designing, implementing, maintaining, and monitoring effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over financial reporting, and for evaluating and monitoring ongoing activities to help ensure that appropriate governance objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with applicable requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in accordance with U.S. generally accepted accounting principles and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant weaknesses related to the internal control system that has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform our audit under the Uniform Guidelines, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain relevant data.

Your responsibilities include adjusting the financial statements to correct material misstatements and conforming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both in individual and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud would have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or those that we report. Additionally, as required by the Uniform Guidelines, it is management's responsibility to evaluate and consider noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported material findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon request.

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We appreciate the opportunity to be of service to Madison County and believe this letter accurately summarizes the significant benefits of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed report and return it to us.

Very truly yours,

Julian & Grube, Inc.

MEMORANDUM

This letter transmits the report for the accounting of Madison County.

Management signature: *[Handwritten Signature]*

Title: *[Handwritten Title]*

Governing authority signature: *[Handwritten Signature]*

Title: *[Handwritten Title]*



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 11, 2018

To the Owners of Julian & Grube, Inc.
and the Peer Review Committee of the Ohio Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Julian & Grube, Inc. (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/peerreview. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remedying weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as commissioned by the firm, if applicable, in determining the nature and extent of our procedures.

101 N. 7th Street • Suite 4 • P.O. Box 468 • Mayfield, KY 42066
Phone (270) 247-5303 • Fax (270) 247-5317 • www.reedcoofmayfield.com

Government Forms and Supplies EB10043EA

Subject: Contract – Approved - Job & Family Services

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve for the contract between Trenton Hampton, and Madison County Family & Children to provide wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY PROTECTION
VENDOR CONTRACT

This contract is entered into on 1/16/2019 between the Madison County Department of Family & Children (Agency), 200 Liberty St., London, OH 43130 and Trenton Hampton, 14400 Waterloo Road, Columbus, OH 43240 for the purpose of wraparound services (see Attachment 1).

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family & Children in the administration of wraparound services. This Contract is not intended to establish a sub recipient or sub grantee relationship as these terms are defined in the Ohio Revised Code or the federal grants reassignment "manual".

Article 2 - Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient disclosures from the Contractor. 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 accordance with the proposal and budget submitted, if applicable, and attached to this contract. Delivery of purchased services shall be documented with the Agency's weekly services rendered.

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

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor for its services.

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 on each invoice, if applicable:

- Contractor's name and approval of the Contractor's fiscal use order;
- An e-mail address or telephone number for contact;
- An invoice number;
- The date of the invoice;

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

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

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

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

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

Article 4 - Availability of Funding

Agency represents that it:

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

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

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is

issued, a Agency shall not be eligible for future proposals or for any subsequent Agency termination under this provision.

Article 5 - Extension of Contract

A. This Contract will be effective from 1/15/19, the execution of this Contract, or the certification of the availability of funds (if any), whichever is later, through 12/31/20, extension, unless otherwise extended, as provided in Article 6 of this contract, or as noted 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 used or deemed to fulfill the Madison County Agreement (as per Section 523.01 [D], Revised Code), if at the time requested to meet the Agency's obligations, in the case of a continuing contract to be performed in whole or in part in a ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been fully appropriated for such purpose within the Agency or in process of collection to the credit of an appropriate fund for the Agency period as mentioned.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to submit performance reports on a regular basis for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with no increase in rate or charges for 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, budgetary 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 shall 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 the Agency may require.

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

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

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

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

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid

Government Forms and Supplies E1910042EA

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

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to 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 contractor 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 each by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, audits, and investigations.

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

Article 10 - Confidentiality

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

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

question as to whether information is public or private, Agency will make the final determination.

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

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

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

Article 11 - Conflict of Interest/Ethics

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

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04,

2014) or 2014), related Code, and will retain from articles of latest, whether
Contract subject.

Contractor agrees to certify that it is in compliance with and will maintain compliance
with the requirements of sections 134.03, 134.04, 201.04, and 201.05 of the Revised
Code and the portions of the Agency rule of standards of conduct applicable to
contractors, and that the contractor will promptly notify the Agency of any reported
condition of financial or potential violations of these provisions.

Article 11-Independent Contractor

Contractor agrees that no agency, employee, director, or partner or partner
will be used between the parties to the contract to be the basis and condition 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 compensation received for services of Contractor as defined
hereunder.

Contractor agrees that it is an independent contractor by all agencies including but not
limited by the application of the Fair Labor Standards Act, the Social Security Act, the
Federal Unemployment Tax Act, the Federal Insurance Contributions Act, portions of the
Internal Revenue Code, Ohio Fair Labor Standards Commission, and unemployment
insurance law. Contractor certifies that all appropriate licenses, and other qualifications
necessary to conduct business in Ohio have been obtained and are current. If at any
time during the contractual period Contractor becomes disqualified from conducting
business in Ohio, for whatever reason, Contractor will immediately notify Agency of the
disqualification and immediately cease performance on the Contract.

Article 13-Indemnification of Liability Contractor Does

A Contractor agrees to hold Agency, any official or employee of Agency acting in his or
her official capacity, and Madison County harmless from any and all claims for injury
resulting from activities in the course 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
performance of the for any judgments for infringement of patent or copyright rights.
Contractor agrees to defend against any such claims or legal actions brought upon by
Agency to do so. Contractor will not permit any claim or claim to be filed or presented
against the Agency or Agency or any director, partner, or member of the board of
Contractor, its agents, or assigns 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

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contracts in 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 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 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, accessible 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, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.39, and Chapter 4112, Revised Code.

Article 19 - Compliance Requirements

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

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 5);
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);

- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 79 O.R.C. Part 93 and 45 O.R.C. 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess legal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3512.13 (j) and (k), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into a contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1165, Revised Code, estate, or trust.

Article 10 - OSHA Support

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

Article 11 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, compensation, 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 their duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF
FAMILY & CHILDREN

Lori Dodge-Dorsey
Lori Dodge-Dorsey, Director

4/19/19
Date

[Signature]
Contractor

April 15, 2019
Date

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF MADISON COUNTY
COMMISSIONERS

By: *[Signature]*
For Steve Pronal

[Signature]
Commissioner

4-30-19
Date

[Signature]
Commissioner

[Signature]
Commissioner

4/30/19
Date

Attachment 1

POSITION: Wraparound Staff

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

SPECIFIC RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO:

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

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