

Subject: Budget Revision – Approved – Courthouse Repairs

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$15,170.00

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$15,170.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Courthouse Repairs

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1875 in the amount of \$14,240.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Budget Revision – Approved – Courthouse Equipment

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$9,644.00.

Increase: Courthouse Equipment (1000-A04B-5-0070) in the amount of \$9,644.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Courthouse Equipment

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Courthouse Equipment (1000-A04B-5-0070) PO # 1876 in the amount of \$9,644.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Budget Revision – Approved – Commissioners Supplies

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$1,500.00.

Increase: Commissioners Supplies (1000-A01A-5-0030) in the amount of \$1,500.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Budget Revision – Approved – Sublease

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$5,000.00.

Increase: Sublease (1000-A15A-5-0515) in the amount of \$5,000.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Increase PO Funding – Approved – Sublease

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Sublease (1000-A15A-5-0515) PO # 1895 in the amount of \$4,500.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Government Forms and Supplies E1807518KV

Subject: Agreement – Approved – Job & Family Services

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the agreement for professional services in accordance with the agreement below.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

MADISON COUNTY COMMISSIONERS
FEB 26 AM 11:38

(County)

(Signature)

(Name, Title)

NORTHWOODS CONSULTING PARTNERS, INC.

Christopher T. Carlson, EVP/COO

David Hunter 2-26-19 - NOT PRESENT
Madison County Commissioner Date

Matt Young 2-26-2019
Madison County Commissioner Date

Ken Xenikis 2-26-19
Madison County Commissioner Date

MADISON COUNTY COMMISSIONERS

NORTHWOODS CONSULTING PARTNERS, INC. FEB 26 AM 11:38

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter referred to as "Agreement") is made and entered into this 26th day of February, 2019, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Madison County Department of Job and Family Services (hereinafter referred to as "County"). Collectively, Northwoods and County may be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties desire to enter into this business relationship according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Services

Northwoods shall provide County with professional services ("Services") in the form and manner specified in the Work Order ("SOW"), attached hereto as Exhibit A and made a part hereof. The SOW shall incorporate the terms and provisions of this Agreement. In the event a SOW provides additional and/or conflicting terms to this Agreement, the terms of this Agreement shall prevail.

2. Payment

In consideration of all Services identified in Exhibit A, Northwoods will invoice County \$0.02 per page, up to a maximum not-to-exceed amount of \$ 23,000.00 upon completion of the document migration project. Payment will be due within thirty (30) days after County receives the invoice.

3. Term & Termination

Either Party may terminate this Agreement or any SOW, in whole or in part, for its convenience upon ten (10) days prior written notice. Northwoods shall be entitled to payment for the Services completed and expenses incurred as of the date of termination or cancellation. So long as County has paid for such Work, County shall be entitled to receive all Work in progress or completed as of the date of termination or cancellation. Either Party may cancel this Agreement immediately, in whole or in part, for default, material breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by the other. If the default or breach is reasonably capable of cure, the non-defaulting Party shall give the other Party written notice and a reasonable opportunity to cure.

4. Warranty

Each Party warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has executed this Agreement, and (iii) it will comply with any applicable laws and regulations pertaining to this Agreement and the provision of Services. Northwoods warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards substantially similar to those of other nationally-recognized, high-quality commercial providers of technology solutions and services in the United States. NORTHWOODS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER NORTHWOODS EXPRESSLY EXCLUDES ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

5. Limitation of Liability

NORTHWOODS' MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID OR PAYABLE BY COUNTY FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL

EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

6. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
8. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.
9. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
10. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
11. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
12. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
13. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter contained herein. Neither party has relied upon any such prior or contemporaneous communications.
14. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

Signature Page Follows
Remainder of Page Intentionally Blank

5221
FN(02) (revised)



Work Order

Madison County Job and Family Services
Existing DMS Migration to Ohio Child Support EDMS

Presented to
Madison County Job and Family Services

Document Version
Version 10

Date
February 22, 2019

Government Forms and Supplies E180791DKV

Work Order | Madison County Job and Family Services
Existing DMS Migration to Ohio Child Support EDMS



Copyright and Trademark Notice

Copyright and Trademark Notice

Copyright © 2019 Northwoods Consulting Partners, Inc. All rights reserved.
Northwoods, the Northwoods Bear Logo, Compass, and Traverse are all registered trademarks and service marks of Northwoods Consulting Partners, Inc. Rather than repeat the trademark and service mark attributions throughout this document, Northwoods hereby asserts its rights for all of its products and services.
All other trademarks and service marks are the property of their respective owners. Unless stated to the contrary, no association with any other company or product is intended nor inferred.

Copyright and Trademark Notice

Work Order | Madison County Job and Family Services
Existing DMS Migration to Ohio Child Support EDMS



Objectives and Scope

Objectives and Scope

This work order (WO) describes the work necessary to transfer Child Support document images and metadata from the existing Madison County Job and Family Services (Madison JFS) document management system (DMS) to the State of Ohio enterprise document management system (EDMS) using a data locker encrypted hard drive. A custom conversion application will connect to the existing solution via open database connectivity (ODBC) and the State of Ohio Child Support EDMS solution using Hyland Software's Unity Integration Toolkit.

Work Requirements

The work requirements authorized in this section are for the professional services necessary for successful project completion. Any additional activities not included in this section are considered out of scope.

Item #	Description	Responsible Party
1	Identify Northwoods Project Team members and provide the Madison JFS Project Manager with appropriate contact information.	Northwoods
2	Identify and assign the Madison JFS Project Team members.	Madison JFS
3	Conduct and attend the project kickoff meeting.	Northwoods
4	Grant access to existing servers.	Madison JFS
5	Provide access to the Ohio EDMS servers via WAN connection.	Northwoods
6	Create a custom application to extract metadata and images from the existing DMS and migrate them to the Ohio Child Support EDMS solution using the OnBase Unity API.	Northwoods
7	Create logging within the conversion application to log the conversion process and all activity of the conversion.	Northwoods
8	Provide a comprehensive list of all document types to be migrated to the Ohio Child Support EDMS.	Madison JFS
9	Provide mapping table between Madison JFS' existing document types and the State of Ohio's taxonomy.	Madison JFS
10	Complete a full backup of the existing solution database prior to any changes being made to the database.	Madison JFS

Objectives and Scope

Government Forms and Supplies E180761SKV

Work Order | Madison County Job and Family Services
Existing DMS Migration to Ohio Child Support EDMS



Work Requirements

Item #	Description	Responsible Party
11	Provide temporary database owner-level access to Northwoods (can be separate from the process credentials) to create tables for process logging, error logging, and to create and populate a table for document type mapping.	Madison JFS
12	Work with Madison JFS to create a view within the existing solution database to enable extraction of the metadata and associated images per Northwoods technical recommendations.	Northwoods
13	Work with Madison JFS to test conversion software against a subset of documents to validate successful conversion to the Ohio Child Support EDMS.	Northwoods
14	Execute the Madison JFS Conversion Application.	Northwoods
15	Monitor the Madison JFS Conversion Application.	Northwoods
16	Work with Madison JFS to verify all documents and metadata have been transferred to the Ohio CHM Support EDMS.	Northwoods
17	Meet with Madison JFS to discuss W/O closeout.	Northwoods
18	Meet with Northwoods to discuss W/O closeout.	Madison JFS
19	Formally close out the W/O.	Northwoods
20	Accept the W/O's completion.	Madison JFS

Work Requirements

Work Order | Madison County Job and Family Services
Existing DAKS Migration to Ohio Child Support EDMS



General Assumptions

General Assumptions

The following assumptions are made regarding the project:

- Madison JFS will identify a single point of contact within the agency and provide Northwoods with the appropriate contact information.
- No additional documents can be added to the system and no document images or metadata can be modified or deleted after the conversion process has started.
- Northwoods requests a dedicated conversion PC for running the Madison JFS Conversion Application. The PC should be a 64-bit operating system, and Northwoods should be granted remote access.
- All project participants will provide adequate resources (people and equipment) to complete all tasks based within time frames established in a mutually agreed-upon work plan.
- Madison JFS will provide Northwoods with the appropriate security and network access levels to all required support systems related to the project.

Acceptance

This project will be deemed accepted once all items in the "Work Requirements" section have been successfully completed.

| General Assumptions

3

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Contract – Approved – Job & Family Services

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract between Family & Children and Ciara Williams for wraparound services in accordance with the contract below:

MADISON COUNTY
COMMISSIONERS
MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN
VENDOR CONTRACT
FEB 26 AM 11:37

This contract is entered into on 2/4/19 between the Madison County Department of Family & Children ("Agency"), 200 Midway St., London, OH 43140 and Ciara Williams, 1058 Sheffield Biv. Lorain, OH 43131 for the purchase 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 and does not establish a sub recipient or sub grantee relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "common rule".

Article 2 – Scope of Services/Deliverables

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

Article 3 – Billing and Payment

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

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will 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; and appropriations by the Madison Board of County Commissioners.

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

exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 2/4/19, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 2/1/20, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (D), 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 neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

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

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

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

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to 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

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

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

Article 9 - Records Availability and Retention

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

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

2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

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

Article 12 - Independent Contractor

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

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

Article 13 - Limitation of Liability: Contractor Duties

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

may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

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

C. Contractor agrees to defend 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.

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;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 19 – Compliance Requirements

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

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- 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);
- 29 CFR Part 98 and 45 CFR 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 illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

Article 20 – Child Support

Contractor agrees to cooperate with ODJFS 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 officers or agents.

MADISON COUNTY DEPARTMENT OF
FAMILY & CHILDREN

Lois Dodge-Dorsey 2/14/19
Lois Dodge-Dorsey, Director Date

Chris Wilhoit 2/14/19
Contractor Date

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF MADISON COUNTY
COMMISSIONERS

By: *Steve Pronal*
For Steve Pronal
2-20-19
Date

David Hunter NOT PRESENT
Commissioner
Mark Forrest
Commissioner
Tony Xenikis
Commissioner
2-20-19
Date

Attachment 1

POSITION: Wraparound Staff

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, was not present for the vote. Mr. Forrest, yes, and Dr. Xenikis, yes.