

Government Forms and Supplies E181045EA

Subject: Contract – Approved – DJFS

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

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN
PREVENTION PROVIDER CONTRACT (YOUTH)
COP/2019/0005

The contract is entered into on July 1, 2019 by the Madison County Department of Family & Children (Agency), 200 Wiley St., London, OH 43040 and Trenton Hampton, 1895 Yorkstown Dr., W. Seneca, OH 43081 in accordance with the purchase of 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 Youthful Prevention Services. This Contract is not intended to and does not establish a sub recipient or sub grantee relationship as those terms are defined in other CFR 200 in the federal grant management community.

Article 2 - Scope of Services Deliverables

A. Agency Responsibilities - Agency agrees to pay Provider 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 Provider performance in the delivery of services specified. Delivery of purchased services shall be in accordance with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be contingent to that the Agency receives services rendered.

B. Provider Responsibilities - The Provider will furnish all the requested services or products in accordance with the contract (Attachment 1).

Article 3 - Billing and Payment

Agency agrees to compensate the Provider 120 per hour. Total cost of contract not to exceed \$10,000 unless prior authorized by agency.

Provider must submit a detailed invoice each month to Agency within 15 days of the end of the billing period for services rendered during the billing period. The Provider shall make all reasonable efforts to include all goods or services provided during the billing period on a invoice. The Provider will include in each invoice, if applicable:

- Provider's name as it appears on the Contract;
- Agency address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of the materials or services provided and hourly rates and the number of hours;

Under no circumstances will Agency make payment for any services rendered more than 30 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services rendered 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, Provider 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 Provider, Agency may terminate the products or services provided by the Provider at the end of the period for which funds are available. Agency will notify the Provider 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 July 1, 2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2020, 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 Provider 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, Provider 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 or Provider 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, budget compliance with all applicable budgetary and legal requirements and satisfactory performance by the Provider.

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 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Provider if Agency has discovered any legal conduct on the part of Provider, any violation by Provider of Article 6 of this Contract, or less of having as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Provider agrees that it will cease work on the terminated activities under the Contract, terminate all subcontractors 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, needs 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, Provider 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 5, 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 Provider 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 hereinafter mentioned.

F. If Agency or Provider fails to perform an obligation or obligation 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 Provider wish to terminate this Contract, the Provider 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 Provider become unable to provide the services agreed to in this Contract for any reason, such service as the Provider 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 Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider 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 Provider any further compensation after the termination of the contract or the Provider'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 Provider 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 Provider. 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 Provider. The Agency may withhold any compensation to the Provider 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 Provider, shall be made available by Provider 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 Provider 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

Provider agrees that all records, documents, writings or other information produced by Provider under this Contract, and all records, documents, writings or other information used by Provider 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 Provider. Where there is a question as to whether

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Information public or private, Agency will make the final determination.

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

Provider 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 Provider 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 Provider 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 Provider'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. Provider 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. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Provider for work under this Contract. Provider agrees that any data made available to Provider 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 Provider. Provider hereby agrees to consent and comply compliance with 42 USC Sections 18604 through 18604b and the implementing regulations found at 42 CFR, Section 104.602 (b) and Section 104.604 (b) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interests/ethics

Provider agrees that Provider will not permit or give to any agency officer, employee or agent acting in his or her official capacity, including employees or persons of employees within the scope of his or her job duties. Provider will not seek an office, 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.

Provider agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to create a substantial and improper influence upon the officer, employee, or agent with respect to the official, employee, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct in Sections 102.01, 102.04, 201.02 or 201.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Provider agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.01, 102.04, 201.02, and 201.03 of the Revised Code and the policies of the Agency code of standards of conduct applicable to Providers, and that the Provider will promptly notify the Agency of any potentially conflicting or prohibited violations of these ethics laws.

Article 12 - Independent Provider

Provider 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. Provider also agrees that, as an independent Provider, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may occur as a result of compensation received for services or deliverables rendered hereunder.

Provider agrees that it is an independent Provider 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. Provider certifies that all appropriate licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Provider Duties

A. Provider 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. Provider 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. Provider agrees to defend against any such claims or legal actions if called upon by Agency to do so. Provider 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 Provider fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Provider 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 Provider 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 Provider under Article 3 of this Contract or the amount of direct damages incurred by Provider, 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. Provider 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 Provider. 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.

Provider 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

finished by Agency at Provider's written request, it is at Provider's expense. If any of the materials, reports, or studies provided by Provider are found to be infringing items and the use or publication thereof is enjoined, Provider 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 Provider under this Section survive the termination of this Contract, without limitation.

Article 14 – Assignment and Subcontracting

The Provider shall not assign this contract without the prior written approval of the Agency. The Provider 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 Provider is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Provider must notify Agency within 30 days of when the Provider knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, Provider will immediately undertake a process to bring the subcontractors into compliance or the subcontractor contract with Provider 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 read and construed to the fullest extent permitted by law.

Article 18 – Equal Employment Opportunity

A. During the performance of this contract, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Provider 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 Provider 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 Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, 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 Provider 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 Provider 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 Provider 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);

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- 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. 817);
- 28 CFR Part 93 and 45 CFR 76 regarding a drug-free workplace. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, possess, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.33 (f) and (g), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1705, Revised Code, estate, or trust.

Article 20 - Child Support

Provider agrees to cooperate with ODHS and any child support enforcement agency in ensuring Provider or employees of Provider meet child support obligations established under state or federal law. By executing this contract, Provider 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 Provider nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

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

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

Lois Dodge-Dorsey
Lois Dodge-Dorsey, Director Date 6/28/19

Grant
Provider Date 06-27-19

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY COMMISSIONERS

Approved as to Form and Legal Sufficiency

By: *Steve Pinnai* *[Signature]*
Steve Pinnai Commissioner

Date 6-17-19 *[Signature]*
Commissioner

[Signature]
Commissioner

Date 7-2-19



Description of Duties – Youth-Lead Prevention

Control Position: Youth, Youth-Lead Prevention Leader and Educator

Position Purpose/Summary: The Youth, Youth-Lead Prevention Leader and Educator will engage and educate youth involved in Youth-Lead Prevention initiatives, including youth employees. The Youth, Youth-Lead Prevention Leader and Educator will also engage and educate administration and staff in Madison County school districts. The Youth, Youth-Lead Prevention Leader and Educator will ensure additional sustainability in the field of Prevention.

Minimum Skills and Potentially Essential Functions:

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

Provider shall have one or more of the registrations, certifications and/or licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3783-1-06.

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

- Adhere to a drug-free lifestyle and provide a positive self-image in Madison County schools, social media, and community.
- Provide leadership in the development, implementation and evaluation of Youth-Lead Prevention.
- Develop trust and mutual respect with youth.
- Assist in identifying barriers with Youth-Lead Prevention initiatives and assist in the development of strategies to overcome those barriers.
- Ensure Prevention programs are evaluated with high fidelity to the model.
- Contribute to and support a positive, team-oriented work environment.

- Collect data, as required, for Prevention strategies being implemented within Youth-Lead Prevention.
- Supervise youth employees and Youth-Lead Youth Leader.
- Develop relationships with school personnel, including but not limited to administration and teachers.
- Develop relationships with community partners, including but not limited to businesses, religious organizations and nonprofit organizations. This will include identifying and connecting resources to the Department Manager.

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

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Subject: Contract – Approved – DJFS

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services to approve the contract between Family & Children and Karen Wells for Prevention services in accordance with the contract services below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN
PREVENTION PROVIDER CONTRACT

This contract is entered into on July 1, 2019 between the Madison County Department of Family & Children (Agency), 201 Liberty St., London, OH 43130 and Karen Wells, 33 Maple Street, London, Ohio 43149 (herein referred to as Provider) for the purpose of services (see Attachment 1)

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services furnished by the Madison County Department of Family & Children in the administration of Prevention 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 "acronym table".

Article 2 - Scope of Services/ Deliverables

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

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

Article 3 - Billing and Payment

Agency agrees to compensate the Provider \$21 per hour. Total cost of contract not to exceed \$10000 unless prior authorized by agency.

Provider must submit a detailed invoice each month to Agency within 15 days of the end of the billing period for services rendered during the billing period. The Provider shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Provider will include in each invoice, if applicable:

- Provider's name as it appears on the Contract
- Mailing address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided and of hourly rates and the number of hours;

Under no circumstances will Agency make payment for any services rendered 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 rendered after 180 days.

The Agency fiscal department has the 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, Provider 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 Provider, Agency may terminate the products or services provided by the Provider at the end of the period for which funds are available. Agency will notify the Provider 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 July 1, 2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2020, 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 Provider 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, Provider 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 Provider may determine that an extension of this Contract is in the best interest of all parties. Therein, 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, holding compliance with all applicable budgetary and legal requirements and satisfactory performance by the Provider.

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 8A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice by Provider if Agency has discovered any legal conflict on the part of Provider, any violation by Provider of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Provider 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, Provider will be entitled to compensation upon termination 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 date 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 Provider 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 enfolded 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 hereinafter mentioned.

F. If Agency or Provider fails to perform an obligation or obligation 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 hereinafter. 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 Provider wish to terminate this Contract, the Provider 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 Provider become unable to provide the services agreed to in this Contract for any reason, such service as the Provider 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 Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider 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 Provider any further compensation after the termination of the contract or the Provider'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 Provider 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 Provider. 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 Provider. The Agency may withhold any compensation to the Provider 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 Provider, shall be made available by Provider 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 Provider 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, work 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

Provider agrees that all records, documents, writings or other information produced by Provider under this Contract, and all records, documents, writings or other information used by Provider 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 Provider. Where there is a question as to whether

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Information is public or private, Agency will make the final determination.

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

Provider is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure by Provider to notify Agency in a timely manner of the proprietary nature of the information and a waiver of any right of Provider to prevent Agency from release of this Contract or of any proprietary information is hereby waived. Such release shall be deemed a waiver of the proprietary nature of the information and Provider 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 Provider's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether or not any of the information is disclosed by the vendor as a trade secret, in fact, a trade secret.

C. Provider agrees that it will not use any information, systems, data, or research made available to it for any purpose other than that which the contractual duties specified herein. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Provider for work under this Contract. Provider agrees that any data made available to Provider 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 Provider. Provider hereby agrees to current and ongoing compliance with 42 USC Sections 13801 through 13803A and the implementing regulations in part of 45 CFR Section 164.532 (g) and Section 164.534 (g) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest/Ethics

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

Provider agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer, employee, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct in Sections 122.03, 122.04, 2281.42 or 2281.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Provider agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 122.03, 122.04, 2281.42, and 2281.43 of the Revised Code and the policies of the Agency code of standards of conduct applicable to Provider, and that the Provider will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Provider

Provider 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. Provider also agrees that, as an Independent Provider, Provider 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.

Provider agrees that it is an Independent Provider 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. Provider 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 Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Provider Duties

A. Provider 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. Provider 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. Provider agrees to defend against any such claims or legal actions if called upon by Agency to do so. Provider 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 Provider fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Provider 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 Provider 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 Provider under Article 3 of this Contract or the amount of direct damages incurred by Provider, 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. Provider 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 Provider. 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.

Provider 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 Provider's written request, it is at Provider's expense. If any of the materials, reports, or studies provided by Provider are found to be infringing items and the use or publication thereof is enjoined, Provider 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 Provider under this Section survive the termination of this Contract, without limitation.

Article 14 – Assignment and Subcontracting

The Provider shall not assign this contract without the prior written approval of the Agency. The Provider 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 Provider is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Provider must notify Agency within 30 days when the Provider knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, Provider will immediately undertake a process to bring the subcontractors into compliance or the subcontractors contract with Provider 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 Provider 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 Provider 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 Provider 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 Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, 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 Provider 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 Provider 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 163.59, and Chapter 4112, Revised Code.

Article 19 – Compliance Requirements

The Provider 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 308 of the Clean Air Act (42 U.S.C. 1857 (f)), 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);

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- 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. 671);
- 29 CFR Part 68 and 45 CFR 76 regarding a drug-free workplace. Provider 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 (f) 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

Provider agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Provider or employees of Provider meet child support obligations established under state or federal law. By executing this contract, Provider 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 Provider 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

 Lori Dodge-Dorsey, Director Date

Karen Jewell 6-26-19

 Provider Date

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY COMMISSIONERS

Approved as to Form and Legal Sufficiency

By: _____
 Steve Pronal Commissioner

 Date Commissioner

Tom Xucilis

 Commissioner

7-2-19

 Date



Attachment 1

Prevention Independent Contractor
Description of Duties

Independent Contractor will report to the Dept. of Family and Children Prevention Education Manager.

Minimum Skills

Provider shall display these minimum qualifications for employment:

- High school diploma
- Tr ability to communicate verbally and in written format
- Develop and maintain effective working relationships with associates and consumers from diverse cultural backgrounds;
- Must be able to perform duties requiring physical and mental aptitude;
- Must complete continuing education as required by licensure order program mandates.

Qualifications

Provider shall have one or more of the registrations, certifications and/or licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3783.5-1-05.

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

PAX Independent Contractor duties may include any and all of the items below as requested by department:

Training

- Attend PAX GSG partner training
- Attend any other training as identified by Department
- Organize community/school training events as identified by Department

Consultation

- Contractor will develop relationships with school personnel, including but not limited to administration and teachers.
- Utilizing resources and tools from the PAXIS Institute partner with school personnel and provide consultation as needed to implement the PAX Good Behavior Games® (GBG) within participating schools/classrooms.
- Contractor will develop relationships with community partners, including but not limited to businesses, religious organizations and nonprofit organizations. This will include identifying and connecting resources to the Department Manager.
- Contractor will work with community partners toward the implementation, expansion and development of Prevention strategies.

Data Collection

- Contractor will collect data, when in schools, using the PAXIS "System Observation" and "Implementation Survey" data collection tool. Data will be collected as prescribed/recommended by the PAXIS Institute and input into the online data collection system.
- Contractor will collect data for prevention strategies being implemented within the schools and within communities

Volunteer Coordination

Contractor will recruit, train and coordinate volunteers to assist with volunteer opportunities related to the Prevention that are implemented within the county.

Amanda Hampton OCPIS
Prevention Services Manager
740.852.6342

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

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Subject: Contract – Approved – DJFS

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services to approve the contract between Family & Children and Kathryn Limes Prevention services in accordance with the contract services below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN COUNTY PREVENTION PROVIDER CONTRACT

JULY 2 2019

This contract is entered into on July 1, 2019 between the Madison County Department of Family & Children (Agency), 200 Wiley St., Madison, OH 43040 and Kathryn Limes, 2219 Chestnut Drive, London, Ohio 43040 (herein referred to as Provider) for the provision of services (see Attachment I).

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services to be used by the Madison County Department of Family & Children in the provision of Prevention 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 "terminology".

Article 2 – Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Provider 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 Provider 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. Provider Responsibilities - The Provider will furnish all the required services or products in accordance with the contract (Attachment I).

Article 3 – Billing and Payment

Agency agrees to compensate the Provider \$14 per hour. Total cost of contract not to exceed \$10000 unless prior authorized by agency.

Provider must submit a detailed invoice each month to Agency within 15 days of the end of the billing period for services rendered during the billing period. The Provider shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Provider will indicate in each invoice, if applicable:

- Provider's name as it appears on the Contract;
- Arranging address and, if applicable, a residence address;
- 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;

Under no circumstances will Agency make payment for any services rendered 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, Provider 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 Provider, Agency may terminate the products or services provided by the Provider at the end of the period for which funds are available. Agency will notify the Provider 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 July 1, 2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2020, 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 Provider 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, Provider 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 Provider 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 Provider.

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

C. Upon receipt of notice of termination, Provider 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, Provider 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 Provider 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 hereinafter mentioned.

F. If Agency or Provider 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 Provider wish to terminate this Contract, the Provider 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 Provider become unable to provide the services agreed to in this Contract for any reason, such service as the Provider 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 Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider 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 Provider any further compensation after the termination of the contract or the Provider'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 Provider 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 Provider. 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 Provider. The Agency may withhold any compensation to the Provider 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 Provider, shall be made available by Provider 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 Provider 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

Provider agrees that all records, documents, writings or other information produced by Provider under this Contract, and all records, documents, writings or other information used by Provider 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 Provider. Where there is a question as to whether

Information is public or private, Agency will make the final determination.

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

Provider is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such notification is a waiver of the proprietary nature of the information, and a waiver of any right of Provider 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 Provider 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 Provider'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. Provider 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. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Provider for work under this Contract. Provider agrees that any data made available to Provider 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 Provider. Provider hereby agrees to current and ongoing compliance with 42 USC Sections 13030 through 13034 and the implementing regulations issued at 45 C.F.R. Section 104.502 (a) and Section 104.604 (a) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest/Ethics

Provider agrees that Provider 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. Provider will not ask an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of this requirement.

Provider 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, 2801.42 or 2801.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Provider agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2801.42, and 2801.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to Providers, and that the Provider will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Provider

Provider 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. Provider also agrees that, as an independent Provider, Provider 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.

Provider agrees that it is an independent Provider 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. Provider 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 Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Provider Duties

A. Provider 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. Provider 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. Provider agrees to defend against any such claims or legal actions if called upon by Agency to do so. Provider 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 Provider fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Provider 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 Provider 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 Provider under Article 3 of this Contract or the amount of direct damages incurred by Provider, 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. Provider 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 Provider. 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.

Provider 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

Included by Agency or Provider's written request, it is at Provider's expense. If any of the materials, reports, or studies provided by Provider are found to be infringing hereon and the use or publication thereof is enjoined, Provider agrees by, at its own expense and at its option, either to grant the right to publish or otherwise use of its infringing materials, reports or studies, papers, books with non-infringing lease of equivalent value, or merely to pay so that they are no longer infringing. The obligations of Provider under this Section survive the termination of this Contract, without limitation.

Article 14 - Assigned and Subcontracting

The Provider shall not assign this contract without the prior written approval of the Agency. The Provider 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 Provider is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Provider must notify Agency within 30 days of when the Provider knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, Provider will immediately take a process to bring the subcontractor into compliance or the subcontractor contract with Provider 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, in any event, 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 unaltered and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Article 18 - Equal Employment Opportunity

A. During the performance of this contract, the Provider 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 Provider will take affirmative action to ensure full and equal 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 Provider 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 Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, 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 Provider 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 Provider 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 Provider 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 (6)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11730, and environmental protection agency regulations (40 C.F.R. part 15);

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- 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, 49 Stat. 871);
- 29 CFR Part 63 and 45 CFR 76 regarding a drug-free workplace. Provider 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 3917.13 (f) and (i), 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 6185, Revised Code, estate, or trust.

Article 20 - Child Support

Provider agrees to cooperate with ODPS and any child support enforcement agency in ensuring Provider or employees of Provider meet child support obligations established under state or federal law. By entering this contract, Provider 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 Provider nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

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

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

Lori Dodge-Dorsey, Director

Date

[Handwritten Signature] *[Handwritten Date: 6/25/19]*

Provider

Date

MADISON COUNTY PROSECUTOR

BOARD OF MADISON COUNTY COMMISSIONERS

Approved as to Form and Legal Sufficiency

By: Steve Prond

[Handwritten Signature]
Commissioner

Date

[Handwritten Signature]
Commissioner

[Handwritten Signature]
Commissioner

[Handwritten Date: 7.2.19]
Date

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

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

[Signature]

Lee Dodge-Dovey, Director Date 6/28/19

Provider Date _____

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY COMMISSIONERS

Approved as to Form and Legal Sufficiency

By: *[Signature]* *[Signature]*
Steve Ploce Commissioner
Date 6-17-19 *[Signature]*
Commissioner
[Signature]
Commissioner
Date 6-17-19

Attachment 1

Prevention Independent Contractor Description of Duties

Independent Contractor will report to the Dept. of Family and Children Prevention Education Manager.

Minimum Skills

Provider shall display these minimum qualifications for employment:

- High school diploma
- The ability to communicate verbally and in written format
- Develop and maintain effective working relationships with associates and consumers from diverse cultural backgrounds;
- Must be able to perform duties requiring physical and mental aptitude;
- Must complete continuing education as required by licensure and/or program mandates.

Qualifications

Provider shall have one or more of the registrations, certifications and/or licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3793.5-1-05.

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

PAX Independent Contractor duties may include any and all of the items below as requested by department:

Training

- Attend PAX GBG partner training
- Attend any other training as identified by Department
- Organize community/school training events as identified by Department

Consultation

- Contractor will develop relationships with school personnel, including but not limited to administration and teachers.
- Utilizing resources and tools from the PAXUS Institute partner with school personnel and provide consultation as needed to implement the PAX Good Behavior Games® (GBG) within participating schools/classrooms.
- Contractor will develop relationships with community partners, including but not limited to businesses, religious organizations and nonprofit organizations. This will include identifying and connecting resources to the Department Manager.
- Contractor will work with community partners toward the implementation, expansion and development of Prevention strategies.

Data Collection

- Contractor will collect data, when in schools, using the PAXIS "Spleen Observation" and "Implementation Survey" data collection tool. Data will be collected as prescribed/recommended by the PAXIS Institute and input into the online data collection system.
- Contractor will collect data for prevention strategies being implemented within the schools and within communities

Volunteer Coordination

Contractor will recruit, train and coordinate volunteers to assist with volunteer opportunities related to the Prevention that are implemented within the county.

Amanda Hampton OCPS
Prevention Services Manager
740.852.6342

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