

Commissioners Journal # 91 Page 255

November 5, 2019

Subject: Bills - Approved - Madison County

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

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

Subject: Appropriation- Approved - Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$250,000.00.

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

Subject: Transfer- Approved - Choctaw Sewer

Mr. Forrest moved to approve the transfer for the following:

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$250,000.00.

Transfer to: Choctaw Sewer (6065-0000-4-0400) SSP Other Receipts in the amount of \$250,000.00.

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

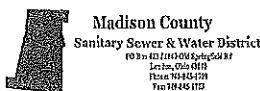
Subject: Appropriation- Approved - Choctaw Sewer

Mr. Forrest moved to approve the appropriation for the following:

Appropriate: New Account Set - Up Request for (6065-????-5-????) in the amount of \$250,000.00.

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

Note - On 10-15-19 The original request to set up a new fund was approved. Below is the spreadsheet for the funding request.



October 14, 2019

Madison County Commissioners

Chairman

Members

Commissioners

Dear Sirs:

I am requesting your approval to set up a new fund for the Choctaw Sewer Project

(6065) needed as budgeted in the 2019 annual revenues and expenditures for the end

of the year. The funds will be used to pay for the Choctaw Sewer Project for the

amount of \$250,000.00 for the year 2019. If you have any questions or need

additional information, please contact me at the phone number listed below.

Thank you for your cooperation.

Respectfully,

John Hunter

Chairman

Approved: [Signature]

Approved: [Signature]

Date: 10-15-19

CL #1 21 100 000
1000-A01A-5-0046

| 2019 BUDGET ROYALFORD SEWER PROJECT | | | | | |
|-------------------------------------|--------------------|--------------|------------------------|-----------|--------------|
| CURRENT RECEIPTS | | REVENUES | | | |
| ACCOUNT | | | | | |
| 6065-40100 | USAGE | | \$0.00 | | |
| 6065-40400 | OTHER RECEIPTS | | \$250,000.00 | | |
| | TOTAL | | \$250,000.00 | | |
| ACCOUNT | DEBITED BALANCE | EXPENDITURES | BALANCE | % ACCOUNT | % ACCOUNT |
| 6065-4000-0000 | SALARY | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0003 | SUPPLIES | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0040 | TRAVEL / TRAINING | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0045 | FUEL | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0044 | HEALTH CARE | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0046 | OTHER EXP. | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0059 | ENGINEERING | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0070 | EQUIPMENT | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0075 | INSURANCE | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0010 | INSURANCE - DENTAL | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0012 | INSURANCE - VISION | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0013 | INSURANCE - LIFE | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0060 | CONL SERVICES | \$250,000.00 | \$0.00 | 100.00% | 0.00% |
| 6065-4000-0066 | W/COMP | \$0.00 | \$0.00 | 0.00% | 0.00% |
| 6065-4000-0000 | MATERIAL | \$0.00 | \$0.00 | 0.00% | 0.00% |
| | TOTALS | \$250,000.00 | \$0.00 | 100.00% | 0.00% |
| % BUDGET EXPENDED | | 0 | 10 ESTIMATED CARRYOVER | | \$0.00 |
| % BUDGET RECEIVED | | 1 | 10 ESTIMATED REVENUES | | \$250,000.00 |
| % TIME PASSED YTD | | 1 | SUB TOTAL | | \$250,000.00 |
| | | | 10 BUDGETED AMOUNTS | | \$250,000.00 |
| | | | 10 ESTIMATED CARRYOVER | | \$0.00 |

DATE:

Subject: Appropriation- Approved - Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$250,000.00.

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

Subject: Transfer- Approved - Water Development

Dr. Xenikis moved to approve the transfer for the following:

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$250,000.00.

Transfer to: Water Treatment Plant & Wellfield Services (2054-0000-4-0200) in the amount of \$250,000.00.

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



Madison County
Sanitary Sewer & Water District

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

MADISON COUNTY
COMMISSIONERS
2019 NOV - 1 PM 2: 21

November 1, 2019

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:


At this time in the Madison County Water Development Fund (2054) there is only about \$5,000.00 left in the fund. We are holding onto 5 invoices from ID1 totaling \$147,791.00 since June 2019. To pay these invoices and future invoices there will need to be funds transferred into this fund. The agreement with ID1 is for \$737,735.00. So the District is requesting to either transfer the full amount of the agreement or \$250,000 to get us through the end of the year.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane
Madison County Administrator

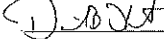
RS:amp

Approved: 

Disapproved: _____

Date: 11-5-19

MADISON COUNTY COMMISSIONERS



MARIA FORREST - NOT PRESENT FOR SIGNATURE

DR. TONY XENIKIS - NOT PRESENT FOR SIGNATURE

Government Forms and Supplies E1902526EA

Subject: Appropriation – Approved – Drug Law Enforcement

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Drug Law Enforcement (2009-B100-5-3000) in the amount of \$50,000.00.

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

Subject: Transfer – Approved – Prosecutor

Dr. Xenikis moved per the request of Steve Pronai, Prosecutor, to approve the transfer for the following:

Transfer from: Attorney's Drug (2009-B100-5-3000) in the amount of \$50,000.00.

Transfer to: General Fund Miscellaneous (1000-0000-4-4200) in the amount of \$50,000.00.

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

Subject: Appropriate – Approved – Prosecutor

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

Appropriate: Prosecuting Attorney Employee Salary (1000-A01E-5-0020) in the amount of \$50,000.00.

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

MADISON COUNTY
COMMISSIONERS
MADISON COUNTY
PROSECUTOR'S OFFICE 2019 NOV -5 AM 11: 16

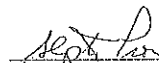
MEMORANDUM

TO: Madison County Commissioners
FROM: Stephen J. Pronai
DATE: November 4, 2019

REVISED AMENDED BUDGET 2019

Please reduce the transfer of monies approved by the Commissioners on October 29, 2019, from the Prosecuting Attorney's Drug Fund account (#2009-B100-53000) to General Fund Miscellaneous (#1000-4200), and from General Fund Miscellaneous to the Prosecuting Attorney's Employee Salary Account (#1000-A01E-50020) to \$50,000.00.

APPROVED BY:



Stephen J. Pronai
Prosecuting Attorney
Madison County, Ohio

cc: Deb Cress/Jamie Kemper

Subject: Decrease PO Funding— Approved – Engineer

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

Decrease: Transfer Park Board (1000-A01A-5-0059) PO # 1830 in the amount of \$5373.00.

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

Subject: Transfer— Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:

Transfer from: Transfer Park Board (1000-A01A-5-0059) in the amount of \$8,369.29.

Transfer to: Gas Tax Reimbursements (2000-0000-4-0600) in the amount of \$8,369.29.



MADISON COUNTY COMMISSIONERS
2019 NOV -5 AM 10:23

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9550

Nov. 5, 2019

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Park District Reimbursement 2019 #2

Gentlemen:


I am requesting your approval for the transfer of the following amount as a reimbursement for work performed for the Park District for the period from Aug. 1, 2019 through Oct. 26, 2019, as detailed on the enclosed statement and report.

Transfer \$8369.29 into the (2000-0600) Gas Tax Reimbursements.

Sincerely,


Bryan D. Dhume, PE, PS
Madison County Engineer

Approved:
Disapproved:
Date: 11.5.19

MADISON COUNTY COMMISSIONERS


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

Subject: Decrease PO Funding – Approved – Courthouse Equipment

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

Decrease: Courthouse Equipment (1000-A04B-5-0070) PO # 1876 in the amount of \$844.00.

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

Subject: Decrease PO Funding – Approved – Public Defender

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

Decrease: Public Defender (1000-A15A-5-0508) PO # 1879 in the amount of \$8,000.00.

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

Subject: Appropriation – Approved – Commissioners Advertising

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

Appropriate: Commissioner Advertising (1000-A01A-5-0041) in the amount of \$1,000.00.

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

Subject: Invoice – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the payment # 3 for the Thomas Lane Ditch # 211 in the amount of \$897.00.



Encore Precast, LLC
 415 W. Ritter Street
 Seven Mile, OH 45052
 Phone: (513) 728-6878
 Fax: (513) 728-6878



INVOICE 46228
 Invoice Date: 10/25/19
 Customer Copy

Invoice # 2019

Madison County Commissioners
 P.O. Box 616
 Co. House
 London, OH 43140

Re: Thomas Lane #111 - Payment #3

COST: \$ 31,815.00
 PREVIOUS AMOUNT PAID: \$ 14,610.04
 REQUESTED AMOUNT: \$ 17,204.96

Dear Sir:

I am requesting your approval to make payment to Encore Precast, LLC as follows:

| DESCRIPTION | PAYMENT # |
|--------------------|-----------------|
| 1-3x11 Base | \$52.00 |
| 1-3x11/2 Rise | \$130.00 |
| 1-4x1 Top S/S | \$583.00 |
| 1-2x12 Orca | \$187.00 |
| GRAND TOTAL | \$952.00 |

If you approve this invoice, we will notify the Madison County Auditor to make payment to Encore Precast, LLC, 415 W. Ritter Street, Seven Mile, OH 45052, from the Proposed Ditch Construction Account # 4400-8000-0000.

Sincerely,

Bryan Dhume
 Bryan Dhume, PE, PS
 Madison County Engineer

Enclosure
cc: DL

| | |
|---|---|
| Sold to: Madison County Madison County 6510 S GRANE London, OH 43140 | Job Number: 0 Ship to: 6510 S GRANE London, OH 43140 |
|---|---|

| SHIP DATE | SHIP VIA | F.O.B. | TERMS | PAGE |
|--------------|----------|-----------|--------|------------|
| 10/25/2019 | | | NET 30 | 1 |
| CUSTOMER PO# | LOD# | SALES REP | ORDER# | REFERENCE# |
| 1955 | | NA | 0 | 4528 |

| Qty | Item | Description | Weight | Unit Price | TX | Extended |
|-----------------|--------------|--|--------|------------|----|-----------|
| Structure: | | | | | | |
| 1 | CRS303402530 | 30'x30" 10 Base, 48" Height, 6" Wall, 6" S/S, Knocked | 2,775 | \$182.00 | | \$1122.00 |
| 1 | CRS303520350 | 48"x48" Top S/S, 6" S/S, 24"x24" Opening, Epoxy Coated Rebar | 1,120 | \$168.00 | | \$188.16 |
| 1 | CRS3030204 | 24"x24" ORCA (65011303) | 115 | \$157.00 | | \$178.55 |
| 1 | CRS3031125 | 50'x50" 10 Rise, 12" Height, 6" Wall | 580 | \$152.00 | | \$877.60 |
| Structure Total | | | | | | \$1866.31 |
| Total Weight | | | | | | 4,650 |

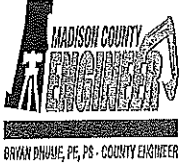
| | |
|------------------------|-----------------|
| Taxable | \$0.00 |
| Non-Taxable | \$897.00 |
| Sub Total | \$897.00 |
| Tax | \$0.00 |
| Invoice Total | \$897.00 |
| Less Deposit | \$0.00 |
| Invoice Balance | \$897.00 |

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

Government Prints and Supplies E1902658DEA

Subject: Invoice – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the payment # 4 for the Thomas Lane Ditch # 211 in the amount of \$979.20.



MADISON COUNTY COMMISSIONERS
 710 NOV-5 12:43-21
 835 US 42 NE
 LONDON, OH 43140
 740-532-6074 | F: 740-532-6630

November 5, 2019

Madison County Commissioners
 PO Box 618
 Court House
 London, OH 43140

Re: Thomas Lane #211 – Payment #4

COST: \$ 31,845.00
 PREVIOUS AMOUNT PAID: \$ 14,619.84
 REQUESTED AMOUNT: \$ 979.20

Dear Sirs:

I am requesting your approval to make payment to Forterra Pipe & Precast, LLC as follows:

| DESCRIPTION | REQUESTED AMOUNT PAYMENT #4 |
|-----------------------------|--------------------------------|
| 48" - 18' RCP | \$979.20 |
| GRAND TOTAL \$979.20 | |

If you so approve this invoice, we will notify the Madison County Auditor to make payment to Forterra Pipe & Precast, LLC, PO Box 82481, Dallas, TX 75284-2481, from the Proposed Ditch Construction Account # 410-8000-0000.

Sincerely,

 Bryan Dhume, PE, PS
 Madison County Engineer

Enclosure
 cc: (3)

INVOICE

Forterra
 574.FORTERRA.COM
 800 11-1-19 RCP PICK UP
 CUSTOMER PICK UP
 FAX 8328 710-432-6113

Entity To:
 Forterra Pipe & PreCast, LLC
 PO BOX 82481
 DALLAS TX 75284-2481

| Invoice Date | Page Number |
|----------------|-----------------|
| 11-05-19 | 1 of 1 |
| Invoice Number | 11111102 |
| Order Contract | Customer Number |
| 1014351 | 11111115 |
| Customer Order | 1111 |

Bill To:
 MADISON COUNTY ENGINEERS
 P O BOX 618
 LONDON OH 43140
 United States of America

| Date | Plant | BSJ No | Description | Qty | Unit | Unit price | Extended price |
|--------------------|-------|-------------------------------------|--|------------------|-------------|------------|----------------|
| 09-02-19 | 11111 | 1312310 | 102 18" CI 18" x 18" RCP CL-4 6-BELL STEER JOINT | 48 | LINEAR FEET | 20.42 | 979.20 |
| | | | STAINLESS TOTAL | | | | 979.20 |
| | | | MATERIALS 828-10110 | | | | 979.20 |
| Taxes: RCP 20 DASH | | | | | | | |
| | | | | Total Qty | 48 | Unit Price | 20.42 |
| PRICE | | Customer Service | | Date Invoiced of | | AMOUNT DUE | |
| 51-0113110 | | 419-452-7333 credit@forterra.com | | 11/05/19 | | 979.20 | |

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

Subject: Release of Funding— Approved — CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the release of funding for the certification for federally funded state projects.

MADISON COUNTY COMMISSIONERS REVIEW BY PAGE 10

Madison County OH Dept

Madison County OH Dept

State of Ohio Ohio Department Services Agency Office of Community Development (OCOD)

Part 3: CEO Environmental Certification

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RFOF) FOR FEDERALLY FUNDED STATE PROJECTS

With reference to the projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and acting officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action)

Reference is made to 42 U.S.C. 19052 (Public and Community Development Act of 1964), as amended, Section 19052 of the Code of Federal Regulations (CFR) to 42 CFR 19052.10 (RFOF) as well as the Ohio Revised Code (ORC) under Section 4713.02.

Part 1: General Information

Table with 3 columns: 1. OCOD Responsible Party name and Agency Address, 2. Initiating Department and Address, 3. Referral to. Includes contact info for Whitaker Wright, CDC.

Part 2: Listing of Projects Requested for Release of Funds

Use the ability project act of 1964 when in which per requiring the release of funds and approval of environmental project activities pursuant to the act of the federal assistance

Table with 6 columns: Project ID, Project Name, Project Start Date, Project End Date, Project Status, and Other Info. Lists several CDC-funded projects.

Page 1 of 1

Environmental Review Board (ERB)

- 1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the project(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 98.5 and 98.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under either Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposed (CHECK ONE) : I DO ; OR: X DID NOT ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. (STABLE COPY) OF NEWSPAPER NOTICES (HERE, I.e. NOTICE, Certified Notice, Publication/Notice) (Notice). The responsible entity has, prior to submitting this request for the release of funds and certification published, in the manner prescribed by 24 CFR 98.6, a notice(s) to the public in accordance with 24 CFR 98.7(a) and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action following the completion of the environmental review for the project(s)/program activity(ies) began and ended as indicated below in compliance with the procedures and requirements of 24 CFR.

Table with 6 columns: Community/Entity/Project (CE), Publication Date, Last Date of Local Comment Period, Date Certification Signed and Submitted, Estimated Last Date of State Comment Period, Type of Other Notice And Date Published. Shows one entry for November 10, 2019.

- 7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 98.5 list of NEPA related authorities insofar as the provisions of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental laws, preparation and distribution of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies are not so authorized.
9. I am authorized to and do consent, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as an official of the responsible entity.

Table with 4 columns: Type of Title/Name of CEO, Signature, Title, Date. Shows David R. Hunter as President, signed November 13, 2019.

WARNING: Section 1033 of Title 18 of the United States Code and the Criminal Procedure Code apply to this certification. This is provided, among other things, that whoever knowingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

Page 1 of 1

Environmental Review Board (ERB)

Sissy Wiseman

From: Sissy Wiseman
 Sent: Thursday, October 31, 2019 12:16 PM
 To: Whitaker Wright; Amy Rees
 Subject: RE: Revised CHP Request for funds

On Tuesday I'll present this request [1 only] to the Commissioners for approval.

Thanks,
 Sissy Wiseman

From: Whitaker Wright [mailto:whitaker.wright@sculobal.net]
 Sent: Thursday, October 31, 2019 12:08 PM
 To: Sissy Wiseman; Amy Rees
 Subject: Revised CHP Request for funds

Sissy/ Amy -

Attached is the revised requests for funds (one for the County and one for London) with the new publication dates. When I started to mail the original requests, I realized the notice and the actual date of publication were not the same. We are re-running the notice.

Please ask the Board and Mayor to review and sign off on the requests. I will come over on Wednesday morning to pick up the signed revised requests. Sorry for the inconvenience.

Please call if you have any questions,

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 11655 High Street | P.O. Box 66197 | Columbus, OH 43265-0197
 P: (614) 445-8373 | F: (614) 445-8433 | E: whitaker@cdcinc.com

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

Subject: Publication – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright CDC Consultant, to approve the publication request on 11-10-19 only for Madison County.

Madison County CER Program

Madison County CER Program

NOTICE OF INTENT TO REQUEST A RELEASE OF FUNDS (NOIR/SOIR)

November 14, 2019

City of London
6 E. 2nd Street
London, Ohio 43140

Madison County Board of Commissioners
Madison County Court House, P.O. Box 618
London, Ohio 43140

To All Interested Agencies, Applicants and Groups

On or about April and before November 14, 2019, Madison County and the City of London will request the State of Ohio to release federal funds under Section 584 (G) of Title 16 of the Housing and Community Development Act of 1974, as amended, Section 611 of Title 61 of the Executive Code and Section 10301 of Title 170 of the Revised Code, to fund the following project:

Project Name: Madison County FY 2019 CER Program
Source of Federal Funds: CER/Fund 6011

Description of the Project: Assist local area projects and HUD housing rehabilitation

Single or Multiple Year Project: Single
Location: Madison County, Ohio
Estimated Cost of Project: \$0/00

Project Name: Madison County FY 2019 CER Program
Source of Federal Funds: CER/Fund 6011 and 6012 Program Income Funds

Description of the Project: Assist HUD housing rehabilitation

Single or Multiple Year Project: Single
Location: Madison County, Ohio
Estimated Cost of Project: \$0/00

Project Name: Madison County FY 2019 CER Program
Source of Federal Funds: CER/Fund 6011 and 6012 Program Income Funds

Description of the Project: Assist HUD housing rehabilitation

Single or Multiple Year Project: Single
Location: Madison County, Ohio
Estimated Cost of Project: \$0/00

Relevant federal laws (EPA) for the project listed above have been enacted by Madison County and the City of London. The CER documents the environmental review of the project. The CER is on file and available for public examination and copying, upon request, between the hours of 10:00 a.m. to 4:00 p.m., Monday through Friday (except holidays) at the above address.

Madison County and the City of London have made the project described above with the federal funds listed above. Any interested persons, agencies, public groups, who have any concerns regarding the environment, are invited to submit written comments for consideration to the County and the City at the address above listed prior to close of business on November 14, 2019.

Madison County and the City of London are notifying the State of Ohio, that the County and David B. Hunter, in his official capacity as President, of London, and Patrick J. Clesser, in his official capacity as Mayor, request to accept the jurisdiction of federal funds. If no action is brought to reduce responsibility in relation to environmental review, decision-making, and funding, and that these responsibilities have been accepted. The high officials of the certification in that you in approval, Madison County and the City of London may use the federal funds, and the State of Ohio will have selected the responsible parties for the National Environmental Policy Act (NEPA) approval.

1471

Environmental Review Board

Environmental Review Board

NOV 14 2019 11:45 AM
MADISON COUNTY CLERK

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 584(G) or to make the written determination required by sections 583.35, 58.41, or 58.53 for the project, as applicable; (c) the responsible entity has omitted one or more of the steps set forth at subpart B of 24 CFR Part 59 for the preparation, publication and completion of an Environmental Assessment; (d) the responsible entity has omitted one or more of the steps set forth at Subparts F and G of 24 CFR Part 59 for the conduct, preparation, publication and completion of an Environmental Impact Statement; (e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 59 before release of funds and approval of the environmental certification by State; or (f) another federal agency acting pursuant to 40 CFR

Part 1594 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must be prepared and submitted in accordance with the required procedure (24 CFR Part 59), and must be addressed to the State of Ohio, Environmental Officer, Office of Community Development, P. O. Box 1001, Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after December 9, 2019, which is 15 days after it is anticipated that the State will receive a request for release of funds, will be considered by the State of Ohio.

The address of the certifying officer is:

Patrick J. Clesser, Mayor
City of London
6 E. 2nd Street
London, Ohio 43140

David B. Hunter, President
Madison County Board of Commissioners
Madison County Court House, P.O. Box 618
London, OH 43140

CDC Form NOIR/ROIF 6-1

Page 2 of 2

Sissy Wiseman

From: Sissy Wiseman
 Sent: Thursday, October 31, 2019 12:08 PM
 To: Whitaker wright
 Subject: RE: Madison 2019 CHIP

On 11-5-19 I'll present this to the Commissioners to approve.

Thanks,
 Sissy Wiseman

From: whitaker wright [mailto:me@whitakerwright.com]
 Sent: Thursday, October 31, 2019 12:03 PM
 To: Sissy Wiseman
 Subject: Madison 2019 CHIP

Sissy -

Attached is the ER notice I mentioned on Wednesday. Please ask the newspaper to run it one time on Sunday, November 10th.

Keep a copy of the notice, as it appears in the paper, for the County's files and send a copy to me for the report.

Call if you have any questions,

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 10455 High Street, P.O. Box 62347, Columbus, OH 43262-0347
 P. (614) 415-8173 | F. (614) 415-8081 | E. cdc@cdc.com

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

Subject: Publications – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright CDC Consultant, to approve the publication requests on 11-10-19 and 11-17-19 for Village of Midway Tornado Siren Project, and Village of Midway Fire Protection Improvements.

NOTICE TO CONTRACTORS

Sealed proposals for the Madison County - Village of Midway Tornado Siren Project will be received by the Madison County Commissioners at their office located at the Madison County Courthouse, 1 N. Main Street, P.O. Box 618, Leodos, Ohio 43149 until 11:00 a.m., Tuesday, November 26, 2019 and then at 11:00 a.m. at set office opened and read aloud.

The project will install tornado sirens and electrical connections in the Village of Midway. Plans, specifications, and bid documents may be viewed at the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, Leodos, Ohio 43149. Prospective bidders may contact the Commissioners' Office by email at procurement@madisoncountyoa.com or by telephone at 743-432-2777. The County will email the prospective bidder a link to access the bid documents in Dropbox and add the prospective bidder name to the purchaser list.

Prospective bidders may also request a printed copy of the bid documents from the County. Paper copies cost thirty-five (35.00) dollars for each set of plans and specifications, check made payable to CDC of Ohio. The full amount is non-refundable.

Each bid must be accompanied by either a bid bond in an amount of 10% of the bid amount with a surety satisfactory to the elected Madison County Commissioners or by certified check, cashier check, or letter of credit upon a secured bank in the amount of not less than 10% of the bid amount in favor of the elected Madison County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Proposals shall be sealed and marked as Proposed for Madison County - Midway Tornado Siren Project and mailed or delivered to:

Madison County Board of Commissioners
Madison County Courthouse, 1 N. Main Street, P.O. Box 618
Leodos, Ohio 43149

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions.

No bidder may withdraw its bid within sixty (60) days after the actual date of the opening thereof. Madison County Commissioners reserves the right to waive any informalities or to reject any or all bids. The engineer's estimated cost of the project is Thirty Thousand Dollars (\$30,000.00).

Public Notice: Sunday, November 10, 2019
Sunday, November 17, 2019

A-1

NOTICE TO CONTRACTORS

Sealed proposals for the Madison County - Village of Midway Fire Protection Improvements Project will be received by the Madison County Commissioners at their office located at the Madison County Courthouse, 1 N. Main Street, P.O. Box 618, Leodos, Ohio 43149 until 11:00 a.m., Tuesday, November 26, 2019 and then at 11:00 a.m. at set office opened and read aloud.

The project will install two (2) concrete fire protection cisterns and appurtenances in the Village of Midway. Plans, specifications, and bid documents may be viewed at the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, Leodos, Ohio 43149. Prospective bidders may contact the Commissioners' Office by email at procurement@madisoncountyoa.com or by telephone at 743-432-2777. The County will email the prospective bidder a link to access the bid documents in Dropbox and add the prospective bidder name to the purchaser list.

Prospective bidders may also request a printed copy of the bid documents from the County. Paper copies cost thirty-five (35.00) dollars for each set of plans and specifications, check made payable to CDC of Ohio. The full amount is non-refundable.

Each bid must be accompanied by either a bid bond in an amount of 10% of the bid amount with a surety satisfactory to the elected Madison County Commissioners or by certified check, cashier check, or letter of credit upon a secured bank in the amount of not less than 10% of the bid amount in favor of the elected Madison County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Proposals shall be sealed and marked as Proposed for Madison County - Midway Fire Protection Improvements Project and mailed or delivered to:

Madison County Board of Commissioners
Madison County Courthouse, 1 N. Main Street, P.O. Box 618
Leodos, Ohio 43149

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions.

No bidder may withdraw its bid within sixty (60) days after the actual date of the opening thereof. Madison County Commissioners reserves the right to waive any informalities or to reject any or all bids. The engineer's estimated cost of the project is Seventy One Thousand Dollars (\$71,000.00).

Public Notice: Sunday, November 10, 2019
Sunday, November 17, 2019

A-1

MADISON COUNTY'S
2019 OCT 31 PM 1:22

MADISON COUNTY'S
2019 OCT 31 PM 1:22

Sissy Wiseman

From: Sissy Wiseman
 Sent: Thursday, October 31, 2019 1:19 PM
 To: Whitaker Wright
 Cc: Renee Hall; Andy Shuman; Jacob Bertke; Brian Schmidt
 Subject: RE: Midway Project Newspaper ads

Whitaker,

On Tuesday I'll present this to the Commissioners for the publication approval.
 Sissy Wiseman

From: whitaker wright [mailto:whitaker.wright@strogobal.net]
 Sent: Thursday, October 31, 2019 1:15 PM
 To: Sissy Wiseman
 Cc: Renee Hall; Andy Shuman; Jacob Bertke; Brian Schmidt
 Subject: Midway Project Newspaper ads

Sissy -

Attached are the ads for the Midway tornado siren and fire cistern projects. Please ask the newspaper to publish the ads twice- on Sunday, November 10, 2019, and again on Sunday, November 17, 2019.

Please keep a copy of the ads as each one appears in the newspaper for the County's files and send a copy to me for the grant files.

Call if you, or the paper, have any questions,

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 1018 S. High Street | P.O. Box 66247 | Columbus, Ohio 43206-0247
 P. (614) 445-8373 | F. (614) 445-8431 | E. cdcofo@strogobal.net

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

Subject: Publications – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright CDC Consultant, to approve the publication requests on 11-10-19 and 11-17-19 for Village of South Solon Demolition Project.

NOTICE TO CONTRACTORS

Sealed proposals for the Madison County – Village of South Solon Demolition Project will be received by the Madison County Commissioners at their office located at the Madison County Courthouse, 1 N. Main Street, P.O. Box 618, London, Ohio 43140 until 11:00 a.m., Tuesday, November 26, 2019 and then at 11:05 a.m. at said office opened and read aloud.

The project will demolish two vacant buildings in the Village of South Solon, Ohio: 12810 N. High Street and 7350 W. Main Street. The 12810 N. High Street unit will require asbestos abatement prior to demolition.

Bid documents may be secured at the Madison County Commissioners' Office, Madison County Courthouse, 1 N. Main Street, London, Ohio 43140 (740-852-2972). There is no charge for the bid documents.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Madison County Commissioners or by certified check, cashiers check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Madison County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Proposals shall be sealed and marked as Proposal for: Madison County – Village of South Solon Demolition Project and mailed or delivered to:

Madison County Board of Commissioners
Madison County Courthouse, 1 N. Main Street, P.O. Box 618
London, Ohio 43140

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the various bonding and insurance requirements, equal opportunity provisions, drug-free workplace requirements, asbestos regulations, environmental concerns, etc. Only licensed asbestos contractors may remove the asbestos from the unit prior to demolition.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. Madison County Commissioners reserves the right to waive any informalities or to reject any or all bids. The engineer's estimated cost of the project is Nineteen Thousand Seven Hundred Dollars (\$19,700.00).

Publish Twice: Sunday, November 10, 2019
Sunday, November 17, 2019

MADISON COUNTY
COMMISSIONERS
2019 OCT 31 PM 1:25

Sissy Wiseman

From: Sissy Wiseman
 Sent: Thursday, October 31, 2019 12:25 PM
 To: Whitaker
 Subject: RE: South Solon Demo Advertisement

On Tuesday I'll present this to the Commissioners for publication approval.
 Thanks,
 Sissy Wiseman

From: whitaker whit@madisonohio.gov [mailto:whitaker.whit@madisonohio.gov]
 Sent: Thursday, October 31, 2019 1:18 PM
 To: Sissy Wiseman
 Cc: joseph.hansen@ohio.gov
 Subject: South Solon Demo Advertisement

Sissy,

Attached is the ad for the South Solon demolition project. Please see the newspaper to run the ad twice - once on Sunday, November 10th, and again on Sunday, November 17th.

Please keep a copy of the ad, as it appears in the paper, for the County's files and send a copy to me for the grant file.

Call if you or the paper have any questions.

Whitaker

Whitaker W. Whit, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 12254 High Street, P.O. Box 9211 | Columbus, Ohio 43255-0211
 P: 614.445.4370 | F: 614.445.4351 | E: whit@cdc-ohio.com

1

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

Subject: Grant Agreement – Approved – Job & Family Services

Mr. Forrest moved per the request of Jenn Coleman, Family Council, to approve the grant agreement with the Ohio Department of Medicaid and the Madison County Family Council.

MADISON COUNTY COMMISSIONERS
OHIO DEPARTMENT OF MEDICAID
GRANT AGREEMENT
NOV 5 2019
Grant ID: MS2019-01
Mad County State

RECIPIENT:

This Grant Agreement (Agreement) between the Ohio Department of Medicaid (ODM) and the MADISON COUNTY FAMILY COUNCIL and MADISON COUNTY COMMISSIONERS. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement. The Grant is made pursuant to Section 5103.05 of the Ohio Revised Code.

Section 5103.05 relates to the Ohio Statewide Public Health Program. It states: The funding appropriation for a public health system shall be used to provide essential public health services to the residents of the state and to provide technical assistance to local public health departments.

ARTICLE I. PURPOSE, GRANT ACTIVITIES

A. ODM, in collaboration with the Office of Child Family and Children Risk (CFR) and other participating state agencies is offering technical assistance and financial assistance to children, youth, and families with complex and/or high-risk needs. The purpose of this grant agreement is for the parent to further the mission of providing quality care for children and youth who are in need of clinical, medical, and nursing services and other services that support their safety and well-being.

GRANTEE, in collaboration with the ODM, CFR and participating agencies, will have the opportunity to complete a funding and/or technical assistance application. The GRANTEE will submit information to complete applications and/or submit an application for funds and other technical assistance. GRANTEE will send completed applications to ODM for its consideration. ODM will forward all completed applications to a review system composed of ODM staff and other agencies for review. Final funding and/or technical assistance will be made by ODM.

ODM may provide technical assistance to the GRANTEE. ODM will provide funding to the GRANTEE for authorized applications. GRANTEE for the approved technical assistance will perform responsibilities under this Agreement (Project Activities) as follows:

1. Collaborate with ODM, CFR and participating agencies to submit and review a funding and/or technical assistance application in accordance with guidelines developed by ODM.
2. Ensure each child/youth applicant is eligible and application is complete, including required releases from parent to ODM, in accordance with provided guidelines.
3. Ensure each child/youth applicant is eligible to participate in the following:
 - a. The child/youth has a diagnosis that meets criteria for funding per guidelines that are already established by ODM.
 - b. GRANTEE has financial capability of local resources (including funding) and/or already established services to support the child/youth and family.
 - c. All required local administrative approvals are working to meet the needs for the child/youth and family.
 - d. The child resources have been successfully obtained (if a child/youth, include Income, Post-Secondary Services Study (PASS) or other family funds).

County Family Council Grant Form Page 2 of 15

- a. The child/youth will be placed in the least restrictive setting, and the setting will be documented as clinically appropriate to meet the treatment needs of the child/youth and family.
4. Account for the grant funds disbursed for resources and/or services, in a format as developed by ODM, including submitting receipts or other proof of payment for expenditures monthly.
5. Submit continued funding requests at least 7 calendar days before current authorized funding expires.
6. Submit progress and outcome reports in accordance with guidance specifications to a format as developed by ODM.
7. Assure that the parent/legal guardian understands and adheres to the terms of the application for assistance.
8. The ODM Agreement Manager is Mary Jane Frank or successor.

C. The ODM Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODM within ten days after GRANTEE's receipt of the requests or instructions. ODM and GRANTEE expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODM pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODM Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from October 7, 2019, or upon signature of the Director of ODM, whichever is later, through June 30, 2021, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODM and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 128.67 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations.

ARTICLE III. AMOUNT OF GRANT PAYMENTS

- A. ODM will provide GRANTEE with funds during State Fiscal Year 2020 and State Fiscal Year 2021 to provide services and/or resources for authorized applications. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the approved funding authorizations for GRANTEE. The grant funds shall not be used to pay for separate administrative costs.
- B. Grant payments will be made to GRANTEE by ODM through the Ohio Administrative Knowledge System (OAKS) in the form of debit payments upon approval. GRANTEE shall account for the grant payments in a format developed by ODM, including submitting receipts or other proof of payment for expenditures.
- C. GRANTEE must conduct a funds reconciliation of the grant funds no later than 30 calendar days from the end of each approved authorization period. GRANTEE will return any grant funds that exceed actual expenditures paid by GRANTEE as requested by ODM. ODM will instruct GRANTEE on the manner in which to return the unspent funds.
- D. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the ODM, if the Ohio General Assembly or the external funding

Government Forms and Supplies E 18025/09EA

Contractor/Service Provider Initials

County and/or State Provider Initials

Contractor/Service Provider Initials

ARTICLE IV. SUSPENSION AND TERMINATION, RESIGNATION AND DEATH

A. This Agreement shall automatically terminate upon expiration of the term period in ARTICLE II, or upon completion of performance, or one of the suspension or termination provisions.

B. Upon 30 days written notice to each party, either party may terminate this Agreement.

C. Notwithstanding the provisions of Section A and Section B, above, ODM may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE.

1. ODM may suspend or terminate in ARTICLE IV.

2. ODM may suspend or terminate by GRANTEE or

3. GRANTEE may suspend or terminate in ARTICLE IV.

D. GRANTEE, upon receipt of notice of suspension or termination, will

1. Cease performance of all work performed under this Agreement.

2. Take all necessary steps to limit damages and minimize costs including, but not limited to, suspending or terminating all work orders and stop orders related to suspended or terminated work orders.

3. Prepare and furnish a report to ODM, and the date for action of termination or suspension was reached, but does not describe the details of Grant activities and includes the results accomplished and the work orders completed through Grant activities.

4. Return all records in their native format including, but not limited to, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Grant, and

5. Perform any other tasks ODM requires.

E. In the event of suspension or termination under this ARTICLE, ODM will upon receipt of a proper notice from GRANTEE determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of work order suspension. In order to determine the amount due to GRANTEE, ODM will have the authority to review all records and documents in ARTICLE IV and any funds previously paid by or on behalf of ODM. ODM shall not be liable for any fees or charges collected by GRANTEE.

F. Upon GRANTEE's breach or default of provisions, obligations, or duties contained in this Agreement or any breach or non-compliance with any applicable laws, regulations, or standards applicable to ODM, or any other applicable laws, ODM reserves the right to suspend any administrative, contractual, regulatory, or legal provisions applicable to this Agreement. Any violation of ODM's contract or other applicable laws and a violation of relevant provisions of ODM or GRANTEE this is system any violation under this Agreement and the other party shall be deemed to be in violation of the law, the law will be held in full particular compliance of a law and will be deemed to be in violation of the law that may occur. With no ODM will not be liable unless this is being signed by the ODM Director.

ARTICLE V. NOTICES

A. ODM and GRANTEE agree that communication regarding Grant activities, scope of work, location or being executed, or other notice instructions will be between GRANTEE and the Identified ODM Agreement Manager.

B. Notices to ODM from GRANTEE that contain changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, cessable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notices regarding this Agreement will be sent to the ODM Chief Legal Counsel, 60 West Town Street, Columbus, Ohio 43215.

C. Notices to GRANTEE from ODM concerning termination, suspension, option to renew, breach, delay, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.

D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method of the documents actual delivery to the appropriate address (such as courier, certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subsequent agreements executed for the performance of activities related to this Agreement.

A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the irrevocable right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. GRANTEE hereby agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.

B. All ODM information that is classified as public or private under Ohio law and ODM rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODM will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODM provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of conduct that apply to employees of ODM and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant awarded by GRANTEE for work under this Agreement.

C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODM. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public, and meets the definition of "trade secrets" as defined in ORC section 1333.01. ODM reserves the right to require reasonable evidence supporting GRANTEE's assertion of the proprietary nature of any information marked as such. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information defined as proprietary meets the definition of "trade secrets" found at ORC 1333.01.

D. For audit purposes only, all records relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the final payment pursuant to this Agreement. In an audit or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded.

Confidential/Other Provisions

Page 116

noted above are needed, or will be used at the end of the term period, the action is resolved prior to the end of the term period unless otherwise directed herein in Section 1. If applicable, GRANTEE will meet the requirements of the Internal Code of Management and Budget (M&B) (Internal Code), Title 2 OFR Part 2A, Subpart B and of the Code of Regulations (CFR), GRANTEE acknowledges, in accordance with OGC 1628, that financial records related to the performance of services under this Agreement are permanently deemed public records.

E. All records relating to cost, work performed, a supporting documentation for applications submitted to ODM, and copies of all records produced under a subpoena to the Grant will be retained by GRANTEE in accordance with the appropriate records retention schedule. The appropriate records retention schedule for this Grant is 5 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any process, action or litigation relating to such destruction.

F. GRANTEE agrees to retain all records in accordance with any litigation holds that are provided to them by ODM, and will comply with the discovery process requirements to be used as a discovery dispute. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODM when the litigation hold exists and retention schedule based on the approved records retention schedule. If GRANTEE fails to retain the records in accordance with a litigation hold from ODM, GRANTEE agrees to pay all costs associated with any process, action or litigation relating to such destruction.

G. GRANTEE hereby agrees to ensure compliance with Title 42, Sections 1322 through 1329D of the United States Code (USC) and the implementing regulations issued at 45 CFR 94.403(d) and 94.403(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to abide by the terms of this Section in any subsequent agreements that may be developed pursuant to this Agreement.

ARTICLE VII. ASSIGNMENT AND ASSUMPTION

A. The entire contents of the entire agreement between ODM and GRANTEE will remain the confidential property of ODM and shall not be disclosed to any third party without the written consent of ODM. GRANTEE agrees that any amendments to any laws or regulations that result in the cessation or modification of this Agreement without the necessity for meeting when amendments, key when prohibited by this Agreement will be proposed in future.

B. GRANTEE agrees to assign any interest in this Agreement and to transfer any interest in the Grant without the prior written approval of ODM. GRANTEE will submit any requests for approval of assignments and transfers to the ODM Agreement Manager at least ten days prior to the actual transfer date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Grant except specified in ARTICLE III of this Agreement.

ARTICLE VIII. CONFIDENTIALITY OF INFORMATION

A. GRANTEE agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. GRANTEE specifically agrees to comply with data and health confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:

1. United States Code, 42 USC 13201 through 13204 (HIPAA)
2. Code of Federal Regulations, 45 CFR Part 2, 45 CFR 161.301, 45 CFR 161.303, 45 CFR 161.304, 45 CFR 161.305, 45 CFR 161.306, 45 CFR 161.307, and 45 CFR 161.308
3. Ohio Revised Code, ORC 116.01, 116.02, 116.03, 116.04, 116.05, 116.06, 116.07, 116.08, 116.09, 116.10, 116.11, 116.12, 116.13, 116.14, 116.15, 116.16, 116.17, 116.18, 116.19, 116.20, 116.21, 116.22, 116.23, 116.24, 116.25, 116.26, 116.27, 116.28, 116.29, 116.30, 116.31, 116.32, 116.33, 116.34, 116.35, 116.36, 116.37, 116.38, 116.39, 116.40, 116.41, 116.42, 116.43, 116.44, 116.45, 116.46, 116.47, 116.48, 116.49, 116.50, 116.51, 116.52, 116.53, 116.54, 116.55, 116.56, 116.57, 116.58, 116.59, 116.60, 116.61, 116.62, 116.63, 116.64, 116.65, 116.66, 116.67, 116.68, 116.69, 116.70, 116.71, 116.72, 116.73, 116.74, 116.75, 116.76, 116.77, 116.78, 116.79, 116.80, 116.81, 116.82, 116.83, 116.84, 116.85, 116.86, 116.87, 116.88, 116.89, 116.90, 116.91, 116.92, 116.93, 116.94, 116.95, 116.96, 116.97, 116.98, 116.99, 117.00, 117.01, 117.02, 117.03, 117.04, 117.05, 117.06, 117.07, 117.08, 117.09, 117.10, 117.11, 117.12, 117.13, 117.14, 117.15, 117.16, 117.17, 117.18, 117.19, 117.20, 117.21, 117.22, 117.23, 117.24, 117.25, 117.26, 117.27, 117.28, 117.29, 117.30, 117.31, 117.32, 117.33, 117.34, 117.35, 117.36, 117.37, 117.38, 117.39, 117.40, 117.41, 117.42, 117.43, 117.44, 117.45, 117.46, 117.47, 117.48, 117.49, 117.50, 117.51, 117.52, 117.53, 117.54, 117.55, 117.56, 117.57, 117.58, 117.59, 117.60, 117.61, 117.62, 117.63, 117.64, 117.65, 117.66, 117.67, 117.68, 117.69, 117.70, 117.71, 117.72, 117.73, 117.74, 117.75, 117.76, 117.77, 117.78, 117.79, 117.80, 117.81, 117.82, 117.83, 117.84, 117.85, 117.86, 117.87, 117.88, 117.89, 117.90, 117.91, 117.92, 117.93, 117.94, 117.95, 117.96, 117.97, 117.98, 117.99, 118.00, 118.01, 118.02, 118.03, 118.04, 118.05, 118.06, 118.07, 118.08, 118.09, 118.10, 118.11, 118.12, 118.13, 118.14, 118.15, 118.16, 118.17, 118.18, 118.19, 118.20, 118.21, 118.22, 118.23, 118.24, 118.25, 118.26, 118.27, 118.28, 118.29, 118.30, 118.31, 118.32, 118.33, 118.34, 118.35, 118.36, 118.37, 118.38, 118.39, 118.40, 118.41, 118.42, 118.43, 118.44, 118.45, 118.46, 118.47, 118.48, 118.49, 118.50, 118.51, 118.52, 118.53, 118.54, 118.55, 118.56, 118.57, 118.58, 118.59, 118.60, 118.61, 118.62, 118.63, 118.64, 118.65, 118.66, 118.67, 118.68, 118.69, 118.70, 118.71, 118.72, 118.73, 118.74, 118.75, 118.76, 118.77, 118.78, 118.79, 118.80, 118.81, 118.82, 118.83, 118.84, 118.85, 118.86, 118.87, 118.88, 118.89, 118.90, 118.91, 118.92, 118.93, 118.94, 118.95, 118.96, 118.97, 118.98, 118.99, 119.00, 119.01, 119.02, 119.03, 119.04, 119.05, 119.06, 119.07, 119.08, 119.09, 119.10, 119.11, 119.12, 119.13, 119.14, 119.15, 119.16, 119.17, 119.18, 119.19, 119.20, 119.21, 119.22, 119.23, 119.24, 119.25, 119.26, 119.27, 119.28, 119.29, 119.30, 119.31, 119.32, 119.33, 119.34, 119.35, 119.36, 119.37, 119.38, 119.39, 119.40, 119.41, 119.42, 119.43, 119.44, 119.45, 119.46, 119.47, 119.48, 119.49, 119.50, 119.51, 119.52, 119.53, 119.54, 119.55, 119.56, 119.57, 119.58, 119.59, 119.60, 119.61, 119.62, 119.63, 119.64, 119.65, 119.66, 119.67, 119.68, 119.69, 119.70, 119.71, 119.72, 119.73, 119.74, 119.75, 119.76, 119.77, 119.78, 119.79, 119.80, 119.81, 119.82, 119.83, 119.84, 119.85, 119.86, 119.87, 119.88, 119.89, 119.90, 119.91, 119.92, 119.93, 119.94, 119.95, 119.96, 119.97, 119.98, 119.99, 120.00
4. Confidentiality/Other Provisions Code of Laws

Confidential/Other Provisions

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B. GRANTEE agrees that any data created, received, maintained or transmitted on behalf of ODM by GRANTEE shall be returned to ODM not later than 60 calendar days following termination of this Agreement and shall carry the same terms of access that were retained by GRANTEE, unless as may be otherwise provided for in this Agreement or by law.

C. GRANTEE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against loss or disclosure not provided for by this Agreement.

D. GRANTEE agrees that access to the records and data provided by ODM for purposes of this Agreement will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. GRANTEE agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.

E. GRANTEE agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically secure from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically by preventing unauthorized access by computer, remote access, or any other means. GRANTEE expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

F. GRANTEE shall ensure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with GRANTEE incorporating these assurances.

G. GRANTEE agrees that any information provided under this Agreement that is proprietary shall be held to be strictly confidential by GRANTEE.

H. GRANTEE shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.

I. GRANTEE shall permit on-site inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement (state) and by agencies of the United States government.

J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard IT-SEC-04, Data Encryption and Cryptography, and NIST Special Publication 800-53. GRANTEE shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard IT-SEC-04, Data Encryption and Cryptography, State of Ohio Administrative Policy IT-04, Data Encryption and Security Sensitive Data, and NIST Special Publication 800-53.

K. GRANTEE shall comply with Ohio Administrative Policy IT-04, Use of Internet, Email and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.

L. The express terms and conditions of this Article shall be included in all subcontracts executed by GRANTEE for any and all work under this Agreement.

Government Forms and Supplies E:\1025161EA

County of Madison

County of Madison

ARTICLE BUSINESS ASSOCIATE RESPONSIBILITIES

A. The definitions contained in this section are defined in federal law. Such that to any conflict between the meaning assigned in this Agreement and the meaning defined in applicable federal law in the event of a conflict shall be determined in favor of the federal law.

1. General Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach, Data Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Request for Information, Security Incident, Subcontractor, Unsecured Protected Health Information and the like.

2. Specific Definitions.

a. Health Care Provider means an individual who is licensed, certified, or otherwise authorized to practice medicine or other health care profession.

b. HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 164 and 165.

c. Covered Entity means a health plan, a health care organization, or health care provider under 45 CFR 164.102.

d. Business Associate means a person or entity that, on behalf of the Covered Entity, creates, receives, maintains, or transmits information in written or electronic form that includes or relates to PHI on behalf of the Covered Entity.

e. Protected Health Information (PHI) means individually identifiable information held by or for a Covered Entity that is used, collected, or created in connection with the provision of health care to an individual, or the past, present, or future payment for health care provided to an individual, as such is defined under 45 CFR 164.501 and any amendments thereto, created or used on behalf of the Department.

B. GRANTEE acknowledges that ODM is a Covered Entity under HIPAA. GRANTEE hereby acknowledges that it is a Business Associate of ODM, and, in compliance with the terms of this Agreement, agrees to comply with all of the following provisions:

1. Protected Uses and Disclosures. GRANTEE will not use or disclose PHI except as permitted in this Agreement or as otherwise required under HIPAA regulations or other applicable law.

2. Safeguards. GRANTEE will implement administrative, technical, and physical safeguards of 45 CFR Part 164 protecting PHI to prevent the use or disclosure of PHI other than as permitted in this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.

3. Reporting of Disclosures. GRANTEE agrees to promptly report to ODM any appropriate use or disclosure of PHI that is not consistent with this Agreement or applicable regulatory provisions of unsecured protected health information as required by 45 CFR 164.502 and any security incident. GRANTEE has knowledge or reasonably should have knowledge of the breach.

Further, GRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following discovery of a reportable security incident, GRANTEE shall notify ODM of the substance and nature of the incident as understood at that time. GRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of GRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOfficer@madisoncountyohio.gov and MadisonCounty@ohio.gov

4. Mitigation Procedures. GRANTEE agrees to cooperate with ODM to determine specific actions that will be required of the Business Associate for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. GRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. Incidental Costs. GRANTEE shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which GRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by GRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.

6. Agents and Subcontractors. GRANTEE, in compliance with 45 CFR 164.506(a)(1)(ii) and 164.506(a)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of GRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to GRANTEE with respect to the use or disclosure of PHI.

7. Accessibility of Information. GRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments therein.

8. Amendment of Information. GRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526 or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that GRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, GRANTEE will notify ODM prior to making any such amendment(s). GRANTEE's authority to amend information is explicitly limited to information created by GRANTEE.

9. Accounting for Disclosures. GRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.

Section of Ohio Civil Code Page 218

- 1. Obligations of Department When GRANTEE is required to comply with all applicable requirements of Subpart E of 601 R.C. GRANTEE agrees to comply with all applicable requirements of Subpart E that will apply to GRANTEE in the performance of its obligations.
- 11. Access to Books and Records. GRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services and all other parties, documents, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purpose of identifying compliance with the FEHIA rules.
- 12. Waiver of Breach. In the event of a breach of GRANTEE's obligations under this Section, ODM may lawfully terminate this Agreement and will be GRANTEE's Section 8. Termination of this Agreement will not affect any provisions of this Agreement, which apply to any work performed by GRANTEE as having more than one or a single labor provision contract of court finding.
- 13. Pattern or Practice of Information Upon Termination of this Agreement and if a request of ODM GRANTEE will return to ODM all data and PHI in GRANTEE's possession during the term of this Agreement as soon as possible but not later than 30 days, and will not keep copies of the PHI except as may be required by ODM or required by law, or as otherwise allowed by law. GRANTEE will provide to ODM documentation regarding such disclosure. Any PHI retained by GRANTEE will continue to be subject to the same privacy and security standards as apply to the PHI under this Agreement for as long as it is retained.
- 14. Survival. These provisions shall survive the termination of this Agreement.

PROXY GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By executing this Grant and by executing this Agreement, GRANTEE certifies that it and each of its employees will meet or exceed each of the following conditions of compliance with each of these conditions to constitute a valid representation of compliance with this Agreement.

- A. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODM may suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be subject to compensation upon submission of a proper invoice per ARTICLE 11, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be irretrievably repaid to the State of Ohio upon commencement of an action for recovery against GRANTEE.
- 1. Fair Labor Practices. GRANTEE certifies that neither GRANTEE nor its principals, subsidiaries, or subcontractors, in any state, territory, or possession of the United States, or any other place subject to the jurisdiction of the United States, is or has been in violation of any applicable federal or state labor laws, rules, and regulations governing fair labor and employment practices.
- a. There has been no violation of or failure to comply with any applicable federal or state labor laws, rules, or regulations governing fair labor and employment practices, including but not limited to, minimum wage, overtime pay, child labor, and other applicable labor laws, rules, or regulations governing fair labor and employment practices.
- b. No person has been or is being discriminated against on the basis of race, color, sex, religion, national origin, ancestry, marital status, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, firing, promotion, transfer, demotion, discipline, or any other employment action.
- c. GRANTEE agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 153.143, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.
- d. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- e. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its contracts or subcontractors for any of the work presented herein.

Section of Ohio Civil Code Page 218

- 2. Qualifications to Conduct Business. GRANTEE certifies that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all areas covered. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODM in writing and will immediately cease performance of all Grant activities.
- 3. Worker Labor Practices. GRANTEE certifies that neither GRANTEE nor its principals, subsidiaries, or subcontractors, in any state, territory, or possession of the United States, or any other place subject to the jurisdiction of the United States, is or has been in violation of any applicable federal or state labor laws, rules, and regulations governing fair labor and employment practices.
- 4. Funding for Recovery. GRANTEE certifies that neither GRANTEE nor its principals, subsidiaries, or subcontractors, in any state, territory, or possession of the United States, or any other place subject to the jurisdiction of the United States, is or has been in violation of any applicable federal or state labor laws, rules, and regulations governing fair labor and employment practices.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODM may suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be subject to compensation upon submission of a proper invoice per ARTICLE 11, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be irretrievably repaid to the State of Ohio upon commencement of an action for recovery against GRANTEE.
- 1. Fair Labor Standards and Employment Practices. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- 2. Civil Rights Laws.
 - a. GRANTEE, its officers, employees, members, and subcontractors hereby affirm compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, including but not limited to, minimum wage, overtime pay, child labor, and other applicable labor laws, rules, or regulations governing fair labor and employment practices.
 - (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352)
 - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000a, et seq.)
 - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 and
 - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.)
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, firing, promotion, transfer, demotion, discipline, or any other employment action.
 - c. GRANTEE agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 153.143, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.
 - d. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - e. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its contracts or subcontractors for any of the work presented herein.

Government Forms and Supplies: B1025505A

Provisional Contract

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1. Effect and Contents of Interest Lines

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, known and understands the State of Ohio ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any activity inconsistent with Ohio ethics laws or any Executive Order.
- b. GRANTEE certifies, by executing this Agreement, that it only holds a position listed or described in ORC 3107.01 (j) or (k), has made, with his/her current position, use of non-personal monetary contributions in excess of One thousand and 00/100 Dollars (\$1,000.00) in the current fiscal year or the Governor's campaign committee while in use as described by ethics within the previous two calendar years. ORC 3107.01 does not apply to positions of associations organized under ORC Chapter 1163.
- c. GRANTEE agrees to refrain from providing or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee who is named in the employee's files. GRANTEE further agrees that it will not solicit any ODM employee within ORC 149.03, 231.43, or 231.44.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members or contractors will keep any interest, whether personal, business, or real estate, that it has or acquires, in or with, or will be compensated for, during and after the term of GRANTEE's business and organizations under this Agreement. GRANTEE, its officers, employees, or members acquire any business, ownership, or compensation interest, GRANTEE agrees to not immediately disclose the interest existing in the ODM Official's Journal at 10 West Town Street, Columbus, Ohio 43215-5014. GRANTEE further agrees that the person with the conflicting interest will not participate in any ODM activities and ODM terminates that participation without recovery by that person.

4. Lobbying Restrictions

- a. GRANTEE agrees that no federal funds paid to GRANTEE by ODM through this Agreement or any other agreement have been or will be used in lobbying Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further agrees compliance with all federal lobbying restrictions, including 41 USC 102. If this ODM contract is a federal contract and 41 USC 102 (a), GRANTEE certifies that it has accepted and will be in full compliance with the restrictions set forth in 41 USC 102 (a) and (b).
- b. GRANTEE certifies compliance with the ODM executive agency lobbying restrictions outlined in ORC 149.03 to 149.04.
- c. GRANTEE, for a period of 60 days after the end of the fiscal year ending 06/30 Dollars (\$100,000), certifies compliance with the federal lobbying restrictions, which at a minimum, state GRANTEE will not and has not used federal appropriated funds to pay any person or organization for lobbying or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award authorized by 41 USC Chapter 102.

5. ODM Support Enforcement. GRANTEE agrees to cooperate with ODM and any other support enforcement agency in ensuring that GRANTEE and its employees meet all support obligations established by state and federal law including payment and filing compliance with any court or self-administered order for the enforcement of support and payment before any state workers of ORC Chapters 310, 311, 312, and 316.

County Features of Government Contract

Page 2 of 15

- 6. Pro-CARD Act. If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-CARD Act of 1994, Public Law 103-277, Part C - Enforcement Tobacco Smoke Free Act requires smoking to be banned in any portion of any indoor facility owned, leased, or controlled by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- 7. Drug-Free Workplace. GRANTEE, its officers, employees, members, any subcontractors under any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subcontractors will purchase, possess, use, or possess legal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- 8. Work Programs. GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
- 9. MBE/EDGE. Pursuant to the Governor's Executive Order 2009-145, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors wherever possible. Likewise, GRANTEE agrees to require any of its subcontractors or subcontractors to purchase goods and services from certified MBE and EDGE vendors wherever possible.
- 10. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2010-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, back-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
 - c. GRANTEE also certifies, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODM is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODM all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODM terminates this Agreement, ODM may pay substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

Contract of Office/Title _____ Date _____

County/Parish of Office/Title/Code _____ Page _____ of _____

- 12. On 10/15/19, the County of Madison County, Ohio, entered into a contract with the County of Madison County, Ohio, for the purchase of a certain amount of land.
- 13. The County of Madison County, Ohio, entered into a contract with the County of Madison County, Ohio, for the purchase of a certain amount of land.

ARTICLE II MISCELLANEOUS PROVISIONS

- A. Independent Contractor. GRANTEE agrees that no agency, employee, firm, partner, or partnership has been or will be created between COM and GRANTEE. GRANTEE further agrees that as an independent contractor, GRANTEE shall be responsible for any taxes, debts, mortgages or other liabilities along with workers compensation, unemployment compensation and personal liability that may arise as a result of this contract pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes but shall not be held liable for application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Income Tax Act, or any other provisions of the Labor Laws of the United States, when the contract is performed and the contract is not for the benefit of the County of Madison County, Ohio.
- B. Indemnification. Each party agrees to be responsible for any of the acts and omissions of its own employees or subcontractors. Each party further agrees to be responsible for its own debts and any judgments and costs that may arise from such employees or subcontractors. Nothing in this Agreement will prevent or restrict any such liability or responsibility from one party to the other. To the extent permitted by law, the party hereby waives, releases, holds harmless and agrees to defend, indemnify and hold the other party harmless from and against all claims, damages, losses, costs, expenses, attorney's fees, and reasonable attorneys' fees, including reasonable costs of investigation, that may be asserted against or incurred by the other party in connection with this Agreement, whether or not such claims, damages, losses, costs, expenses, attorney's fees, and reasonable attorneys' fees are caused in whole or in part by the negligence or active or passive negligence of the party, even if a party has or should have known of the possibility of such damages.
- C. Intellectual Property. To the extent permitted by law, if any of the materials, reports, or other products of GRANTEE are developed by GRANTEE or its employees or subcontractors, GRANTEE agrees to assign to COM all intellectual property rights in and to such materials, reports, or other products from the time of their creation and to execute all necessary documents to carry out this assignment. The assignment of GRANTEE under this Section shall be a condition of this Agreement and shall be binding.
- D. Taxes. GRANTEE will not be responsible for any taxes or assessments levied by the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any taxes or other services, or materials furnished to GRANTEE in accordance with this Agreement, COM in the State of Ohio may hold GRANTEE liable to pay those taxes and charges to the extent of payment applicable to the labor, services, or materials furnished to GRANTEE under this Agreement.
- E. Delegation. Neither party will be held liable for any delay in its performance that arises from causes beyond its control and beyond its responsibility. The delegating party will notify the other party of any material delay in performance and will notify the other party of any proposed method of performance that is reasonable under the circumstances. The delegating party must also describe the causes of the delay and be prepared to accept or mitigate the delay. Failure of the other party to accept or mitigate the delay in the event of a material delay, the delay in performance or delay of products may be extended by agreement, if any, made, for a period equal to that but due to the material delay. Release of a delay of material delay may only be accepted if the delegating party has been contractually released or if the party agrees that an agreement by GRANTEE is a condition of any release of liability by GRANTEE, except for the party's material breach of contract. Release of a delay of material delay may only be accepted if the delegating party has been contractually released or if the party agrees that an agreement by GRANTEE is a condition of any release of liability by GRANTEE, except for the party's material breach of contract. The final determination of whether a release of liability is acceptable shall be made by the County of Madison County, Ohio.
- F. Counterpart. This Agreement may be executed in more than one copy, and each executed copy when taken together shall constitute one and the same agreement.

ARTICLE III CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows
Remember to page intentionally left blank

Government Forms and Supplies E 002505EA

County Family and Children First Council _____ Fiscal Year _____

OHIO DEPARTMENT OF MEDICAID
GRANT AGREEMENT

SIGNATURE PAGE

TO SHOW THEIR AGREEMENT, THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

County Family and Children First Council

County Family and Children First Council
Fiscal Agent Name

Authorized Signature (Please Print)

[Handwritten Signature]
Authorized Signature (Please Print)

Printed Name

DANIEL B. HUNTER
Printed Name

Title

County Director (CFC)
Title

Date

11/5/2019
Date

Address

1 N. MAIN STREET
Address P.O. Box 618

City, State, Zip

London, Ohio 43140
City, State, Zip

Ohio Department of Medicaid

Marcel M. Carroon, Director

Date

30 West Town Street
Columbus, Ohio 43215

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

Note – This grant agreement is for the Chairman of the Board to sign.

Subject: Resolution – Approved – Lafayette Street Parking Lot

Dr. Xenikis moved to approve that the Madison County Engineer's Department work on the replacement of the Lafayette Street parking lot.

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

Subject: Resolution – Approved – Budget Sheets

Mr. Forrest move to approve the resolution that the 2020 budget sheets be returned to the Commissioners office by November 22, 2019.

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

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session at 9:25 a.m. to discuss real estate. This session ended at 9:48 a.m. No action was taken.

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

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session at 10:30 a.m. to discuss purchase of property. This session ended at 10:32 a.m. No action was taken.

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

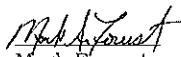
Subject: Appointment – Approved – Board of Developmental Disabilities

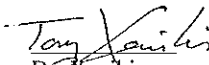
Dr. Xenikis moved to approve the replacement appointment for the following:

Appoint: Susie Taylor term beginning 1-1-20 and expiring 12-31-21 to the Board of Developmental Disabilities. This appointment is to replace Jamie Todd.

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


David Hunter


Mark Forrest


Dr. Xenikis

ATTEST: Kate Anderson