

Commissioners Journal # 91 Page 141

October 8, 2019

Subject: Bills – Approved – Madison County

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

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

Subject: Decrease PO Funding – Approved – Courthouse Construction

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

Decrease: Courthouse Construction (1000-A04A-5-0090) in the amount of \$66,175.00 PO # 1850.

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

Subject: Budget Revision – Approved – Sublease & Rentals Lafayette Street Building

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

Decrease: Courthouse Construction (1000-A04A-5-0090) in the amount of \$66,175.00

Increase: Sublease & Rentals Lafayette Street Building (1000-A15A-5-0512) in the amount of \$66,175.00

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

Subject: Increase PO Funding – Approved – Sublease & Rentals Lafayette Street Building

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

Increase: Sublease & Rentals Lafayette Street Building (1000-A15A-5-0512) PO # 1893 in the amount of \$66,175.00.

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

Subject: Appropriation – Approved – Courthouse Equipment

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

Appropriate: Courthouse Equipment (1000-A04B-5-0070) in the amount of \$701.53.

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 – Domestic Violence Shelter

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

Appropriate: Domestic Violence Shelter Other (4052-D000-5-0046) in the amount of \$275,000.00.

Appropriate: Domestic Violence Shelter Principle (4052-D000-5-1000) in the amount of \$20,000.00.

Appropriate: Domestic Violence Shelter Interest (4052-D000-5-2000) in the amount of \$2,000.00.

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 – Tri County

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

Appropriate: Tri County Jail (1000-A04B-5-0151) \$60,460.50.

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

Subject: Increase PO Funding – Approved – Tri County

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

Increase: Tri County Jail (1000-A04B-5-0151) PO # 1847 \$60,530.50.

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 – Inmate Housing

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

Appropriate: Inmate Housing (1000-A04B-5-0153) in the amount of \$74,607.00

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

Subject: Increase PO Funding – Approved – Inmate Housing

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

Increase PO Funding: Inmate Housing (1000-A04B-5-0153) in the amount of \$79,607.00 PO #1858.

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 Advertising

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

Appropriate: Commissioners Advertising (1000-A01A-5-0041) \$504.00.

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

Subject: Appropriation – Approved – Commissioners Professional Services

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

Commissioners Professional Services (1000-A01A-5-0045) in the amount of \$6,503.16.

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

Subject: Increase PO Funding – Approved – Commissioners Professional Services

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

Increase Commissioners Professional Services (1000-A01A-5-0045) PO # 1771 in the amount of \$6,503.16.

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 – Courthouse Repairs

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

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$9,750.00.

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

Subject: Increase PO Funding – Approved

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1875 in the amount of \$9,750.00.

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

Government Forms and Supplies E:\9025505A

Subject: Appropriation – Approved – CHIP

Mr. Forrest moved per the request of Emma Hall, CHIP Rep. to approve the appropriation for the following:

CHIP (7075-T500-5-5004) in the amount of \$30,915.00.

Sissy Wiseman

From: Sissy Wiseman
Sent: Monday, September 30, 2019 10:02 AM
To: 'emma hall'; whitaker.wright@sbccolocal.net; Jamie Kemper
Subject: RE: ach

Thank you Emma, I was going to call you on this since Whitaker is out.

Sissy Wiseman

From: emma hall [mailto:emma3028@yahoo.com]
Sent: Monday, September 30, 2019 9:55 AM
To: Sissy Wiseman; whitaker.wright@sbccolocal.net; Jamie Kemper
Subject: Re: ach

Good Morning this is all odbg funds

revenue 7075-0000-40620

expense 7075-T500-55004

Thanks Emma

On Monday, September 30, 2019, 8:21:09 AM EDT, Jamie Kemper <jkemper@co.madison.oh.us> wrote:

09/30/2019 ACH ACH 270141797 09/30/2019
04:53:03 ET CREDIT
STATE OF OHIO DEVMH141347 MADISON COUNTY DEV\1\OCDBCL\HBSH0034

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 – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the appropriation for the following:

Appropriation: Increase appropriation (7040-0000-1-1010) in the amount of \$25,000.00.

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

Subject: Increase Revenue – Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin DJFS Fiscal Officer to approve the increase of revenue for the following:

Increase Revenue: (7044-0000-4-0100) in the amount of \$25,000.00.

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

Subject: Increase Line Item – Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the increase in the line item for the following:

Increase line item (7044-T890-5-0140) in the amount of \$25,000.00.

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

Subject: Appropriation – Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the appropriation for the following:

Appropriate: (7053-0000-1-1010) in the amount of \$25,000.00.

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

Subject: Increase Revenue – Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin DJFS Fiscal Officer to approve the increase of revenue for the following:

Increase Revenue (7053-0000-4-0100) in the amount of \$25,000.00.

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

Subject: Increase Line Item – Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the increase in the line item for the following:

Increase line item (7053-T893-5-0140) in the amount of \$25,000.00.

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

Subject: Budget Revision– Approved – DJFS

Dr. Xenikis moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the budget revision for the following:

Decrease: Equipment (7049-T891-5-0070) in the amount of \$8,000.00.

Increase: Contracts Services (7049-T891-5-0140) in the amount of \$8,000.00.

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

Government Forms and Supplies E1402550EA



Strengthening Families Through Community Collaboration

October 7, 2019

Madison County Auditor
1 North Main St.
London, Ohio 43140

MADISON COUNTY
COMMISSIONERS
2019 OCT - 7 PM 2:16

To Whom It May Concern;

I respectfully request that the following budget adjustments be made for CY 2019:

For Family Council Account 7044-0000-1-1010

- Please increase appropriations for 7040-0000-1-1010 by \$25,000.00 to reflect additional revenue for FY 2020 expected to be received in CY 2019.
- Please increase Revenue Line Item 7044-0000-40100 by \$25,000 to reflect receipt of additional funds.
- Please increase line item 7044-T890-50140 by \$25,000.00 to allow for transfer of funds to Department Account 7053 used to receive federal funding for Early Intervention Service Coordination.

For Dept. of Family and Children Account 7053-0000-1-1010

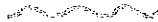
- Please increase appropriations for 7053-0000-1-1010 by \$25,000.00 to reflect additional revenue for FY 2020 expected to be received in CY 2019.
- Please increase Revenue Line Item 7053-0000-40100 by \$25,000 to reflect receipt of additional funds.
- Please increase line item 7053-T893-50140 by \$25,000.00 to allow for transfer of funds to Department Account 705. This account is used to expend combined state and federal funds that provide Early Intervention Services.

For Dept. of Family and Children Account 7049-0000-1-1010

- Please decrease Equipment Line Item 7049-T891-50070 by \$8,000.00
- Please increase Contracts Services Line Item 7049-T891-50140 by \$8,000.00 to allow for required expenses.

Respectfully
Sherry R. Baldwin

Sherry R. Baldwin
Fiscal Operations
Madison County Dept. of
Family and Children



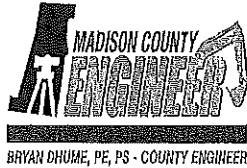
740/852-5343 Phone
740/852-6091 Fax
PO Box 624, 200 Midway St.
London, Ohio 43140

Cc: Madison County Commissioners

Subject: Appropriation – Approved – Engineer

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

- Appropriate: Road Contracts (2000-K100-5-0804) in the amount of \$45,000.00.
- Appropriate: Road Materials (2000-K100-5-0601) in the amount of \$45,000.00.
- Appropriate: Road Other (2000-K100-5-0046) in the amount of \$15,000.00.



MADISON COUNTY COMMISSIONERS
719 OCT - 08:46:54 AM
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-8630

Oct 8, 2019

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

Re: Budget Appropriation 2019

Gentlemen:

I am requesting your approval to increase the 2019 Gas Tax Budget by \$105,000.00. These were additional Gas Tax Funds that we received in September 2019. The additional funds are available unappropriated funds in the Gas Tax Budget. This will require an amended certificate for the above-mentioned amount.

The following change is hereby requested to the 2019 Gas Tax Budget:

- Add \$45,000.00 to (2000-K100-5-0804) Road Contracts
- Add \$45,000.00 to (2000-K100-5-0601) Road Materials
- Add \$15,000.00 to (2000-K100-5-0046) Road Other

Adjusted beginning balance will be as follows:

2000-K100-5-0601 (Road Materials)	\$ 1,538,728.03
2000-K100-5-0804 (Road Contracts)	\$ 742,979.06
2000-K100-5-0046 (Road Other)	\$ 235,728.61

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS

Approved: _____
 Disapproved: _____
 Date: 10-8-19 _____

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.

Government Forms and Supplies E1902505EA

Subject: Transfer - Approved - DJFS

Mr. Forrest moved per the request of Sherry Baldwin, DJFS Fiscal Officer, to approve the transfer for the following:

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$25,000.00.

Transfer to: Department (7048-0000-4-0200) in the amount of \$25,000.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$2,195.00.

Transfer to: Department (7048-0000-4-0300) in the amount of \$2,195.00.

Transfer from: Council GRF Part C Contract Services (7043-T890-5-0140) in the amount of \$6,613.86.

Transfer to: Dept. GRF Part C (7052-0000-4-0200) in the amount of \$6,613.86.

MADISON COUNTY
COMMISSIONERS

Department: Madison County Dept Family and Children

Date: 10/8/2019 7:19 OCT -7 PM 2:40

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Council	7040	Contract Services	7040	-T890	-50140
To:	Department	7048	Revenue Account	7048	-0000	-40200
	Fund Name	Fund #	Account Name	Account Name	Account Number	Account Number
		Amount: \$	25,000.00			
From:	Family Council	7040	Contract Services	7040	-T890	-50140
To:	Department	7048	Revenue Account	7048	-0000	-40300
	Fund Name	Fund #	Account Name	Account Name	Account Number	Account Number
		Amount: \$	2,195.00			
From:	Council GRF Part C	7043	Contract Services	7043	-T890	-50140
To:	Dept. GRF Part C	7052	Revenue Account	7052	-0000	-40200
	Fund Name	Fund #	Account Name	Account Name	Account Number	Account Number
		Amount: \$	6,613.86			
From:			Contract Services	0		-50140
To:			Revenue Account	0	-0000	
	Fund Name	Fund #	Account Name	Account Name	Account Number	Account Number
		Amount: \$				

Reason for Request:
Transfer funding to accounts which allow for expenditures for provision of direct services.

Ttl = \$ 33,883.86

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Tony Xenikis
Mark Forrest
David Hunter

FOIA SEARCHED
NOT PRESENT
-yes-
-yes-
-yes-

C.J. _____ Page _____
Date: 10-7-19 Sub

verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders).

Revised 10/7/2019

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

Subject: Budget Revision – Approved – Treasurer

Dr. Xenikis moved per the request of Donna Landis, Treasurer, to approve the budget revision for the following:

Decrease: Treasurer Other (1000-A01C-5-0045) in the amount of \$1,000.00.

Increase: Treasurer Supply (1000-A01C-5-0030) in the amount of \$1,000.00.

Donna L. Landis

MADISON COUNTY
COMMISSIONERS
OCT - 2 AM 10:41

MADISON COUNTY TREASURER

Email - treasurer@co.madison.oh.us

P.O. Box 675
1 North Main Street
London, Ohio 43140-0675

Phone (740) 852-1936
Toll Free 1-877-454-3309
Fax (740) 845-1775

October 2, 2019

Madison County Commissioners
Courtthouse
London, Ohio 43140

Transfer of funds

Dear Sirs:

I would like to transfer \$1,000.00 from my other account (1000-A01C-50045) to my supply account (1000-A01C-50030)

Yours truly,

Donna Landis

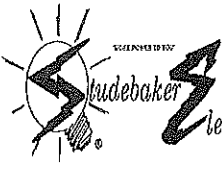
Donna Landis, Treasurer

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

Government Forms and Supplies E18025050A

Subject: Proposal – Approved – Studebaker Electric


Mr. Forrest moved to approve the proposal from Studebaker Electric in the amount of \$28,940.00.

	Proposal MADISON COUNTY COMMISSIONERS 2019 OCT -8 10:00:30 October 2, 2019 QT #JZ19-132						
	PROPOSAL SUBMITTED TO London Waste Water Attn: Tom Taylor	Power Metering London, Ohio					
Power Metering							
1) (1) Power Meters 2) (1) CUs 3) (1) Core System with commissioning 4) (1) Metering Program 6) (1) Metering server and LCD screen 6) Installation of all equipment and necessary wiring 7) Studebaker is not responsible for radio signal to and from remote wall locations							
<table border="0"> <tr><td>Material</td><td>\$24,765.00</td></tr> <tr><td>Labor</td><td>\$4,185.00</td></tr> <tr><td>Total</td><td>\$28,940.00</td></tr> </table>		Material	\$24,765.00	Labor	\$4,185.00	Total	\$28,940.00
Material	\$24,765.00						
Labor	\$4,185.00						
Total	\$28,940.00						
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:							
See above _____ dollars (\$ _____).							
Payment to be made as follows: Upon receipt of our invoice, payment terms net 30 days							
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to electrical practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.							
Authorized Signature: <i>Jason Zimmer</i> Jason Zimmer	Signature: <i>[Signature]</i>						
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature: <i>[Signature]</i>						

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

Subject: Contract – Approved – DJFS

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Madison County DJFS, and Preventative Aftercare Inc., for the services in accordance with the contract below.


 MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 CONTRACT

This contract is entered into by Preventative Aftercare Inc. between the Madison County Department of Job and Family Services ("Agency"), 200 Westway St., London, OH 43140 and PREVENTATIVE AFTERCARE INC., 281 George Jones Road, Coshocton, OH 43812 for the purchase of the services or products that are in accordance with the contract, which is detailed as set forth below:

- Intensive Community Based, In Home Services for families
- Services outlined in Attachment 1, The Preventative Aftercare Program Description
- The provider will furnish the requested services or products in accordance with the agreement.

In consideration of each of the above mentioned terms and other good and reliable considerations, the parties to this Contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for each of the Madison County Department of Job and Family Services. This Contract is not intended to create an employment relationship or any other relationship as those terms are defined in the IRLR. It is not intended to create an employment relationship.

Article 2 – Scope of Services/Products

A. Agency Responsibilities - Agency agrees to pay for the services upon satisfactory completion of requested services, provided the Agency receives sufficient authorization from the funder. The Agency agrees that it is the responsibility of the contractor to bill for the services upon Contractor performance in the delivery of services requested. Delivery of purchased services shall be in accordance with the proposed budget schedule, if applicable, and all other terms to this contract. Delivery of purchased services shall be deemed to be in accordance with the Agency's own written purchase order.

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

Article 3 – Billing and Payment

Agency agrees to pay for the Contract per the invoice details:

- Rate of \$49.70/per day per family (7 days per week), billed for actual cases served.
- Caseload of 7 families to 1 counselor

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

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

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

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

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

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

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;

Government Forms and Supplies E1102250EA

- Intends to exhibit this Contract for the full period of both books and has no reason to believe it will not have sufficient funds to exhibit to make all payments due during such period; and
- Will use its best efforts to obtain the appropriate and necessary funds during the term of the Contract.

However, the contractor understands that availability of funds is contingent on funding sources allocated to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, awards by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the purchase of the goods or services provided by the Contractor, Agency may terminate the goods or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor of the earliest possible time of any goods or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is invoked, and Agency shall not be obligated or liable for any future payments due for any performance during the termination or under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 10/1/2019 the execution of this Contract, or the confirmation of the availability of funds (whichever is later, through 9/30/2020) inclusive, unless otherwise extended, as provided in Article 6 of this Contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, if the Agency or contractor (the Agency or Contractor) that this contract will not be valid and enforceable under the Madison County Assessor's Office pursuant to Section 5306.41 of the Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in a calendar fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriated fund for any given calendar year.

C. Subject to any provision of this Contract under Article 6, below, Contractor expressly agrees to neither perform work or services nor receive for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the term of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor agree that an extension of this Contract is in the

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

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

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

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

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

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

6. If Agency or Contractor fails to perform an obligation or obligation under this Contract and the contractor is not in default, the contractor shall be deemed to have waived its right to be paid for work performed and shall be deemed to have waived its right to be paid for work performed.

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

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 1 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

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

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for review by the Agency, the state of Ohio including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and any agencies in law enforcement, education, and agencies of the United States government for the purpose of conducting audits, investigations, inquiries, and research.

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

Article 10 - Confidentiality

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

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

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

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

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison county, ODJS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and shall certify that no copies of source data were retained.

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by Contractor. Contractor hereby agrees to current and ongoing compliance with all
US Sections 122(d) through 122(b) and the implementing regulations found at 45
C.F.R. Section 122.501 (g) and Section 122.504 (g) regarding disclosure of protected
health information under the Health Insurance Portability and Accountability Act of
1996 (HIPAA).

Article 11 - Conflict of Interest Rules

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

Contractor agrees that he will refrain from providing or giving to any agency officer,
employee, or agent anything of value that is of such a character as to manifest a
substantial and improper influence upon the officer, employee, or agent with respect to
the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or
agents to violate the agency's code of ethics or sections 101.03, 101.04,
111.01 or 211.14, Revised Code, and will refrain from conflicts of interest, whether
direct or indirect.

Contractor agrees to certify that he is in compliance with a duty to refrain from dealing
with the requirements of sections 101.03, 101.04, 211.14, and 211.15 of the Revised
Code and the purposes of the Agency code of ethics and code of conduct applicable to
contractors, and that the contractor will promptly notify the Agency of any newly arising
conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

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

Contractor agrees that he is an independent contractor for all purposes including, but not
limited by, the application of the Fair Labor Standards Act, the Social Security Act, the
Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the
Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment
Insurance Law. Contractor certifies that all agencies, business, or other organizations

necessary to conduct business in Ohio have been obtained and are operative. If at any
time during the contractual period Contractor becomes disqualified from conducting
business in Ohio, for whatever reason, Contractor must immediately notify Agency of
the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Contractor Duties

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

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

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

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

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- Department of Transportation, Interstate 75
- Department of Public Safety, Ohio State Police
- Section 1031 and 1032, and Chapter 1309, Revised Code.

Article 19 - Compliance Requirements

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

- Double Bottom Act (49 USC 1550a-17(a), 1550a-17(b)), as implemented by Department of Labor regulations (29 CFR Part 15)
- Sections 113 and 119 of the Contract Work Hours and Salary Standards Act (49 USC 113 through 119) as implemented by Department of Labor regulations (29 CFR Part 15)
- Copeland "Anti-Sweatshop" Act (49 USC 1114) as implemented by Department of Labor regulations (29 CFR Part 15)
- Section 35 of the Clean Air Act (42 USC 1851(f), section 504 of the Clean Water Act (33 USC 1363), Executive Order 11735, and other environmental protection agency requirements (42 CFR Part 15)
- Merit System Protection Board (MSPB) regulations (5 CFR 2635) which are applicable to the state agency as well as those implemented in compliance with the Energy Policy and Conservation Act (42 USC 6311, 6312, 6313)
- 29 CFR Part 15 and 45 CFR 26 regarding a program workplace. Contractor will make a good faith effort to ensure all employees performing their work responsibilities under this contract, while working on state, county or private property, will not purchase, possess, use or possess legal drugs or alcohol or other prohibited substances in any way.
- Sections 3101-3111 (a-f)(1), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods or services from the bonded contractor unless it is ascertained that the bonded contractor has a relationship with a responsible individual, partnership or other incorporated business, association, including, without limitation, a professional association organized under Chapter 1303, Revised Code, ethics, or trust.

Article 19 - OIG Support

Contractor agrees to cooperate with OIG's and any other appropriate agency in assisting Contractor or any of its agents or subcontractors in support of any investigation conducted under state or federal law. By executing this contract, Contractor certifies that it is in compliance with any and all state or federal laws for the withholding of support which is based pursuant to Chapter 3103, Revised Code.

Article 21 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

For Dodge-Dorsey
Lori Dodge-Dorsey, Director

10/1/19
Date

Preventative Allercare, Inc.
Preventative Allercare, Inc.

09/30/19
Date

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: *Stacy Penn*
For State Promal

10-7-19
Date

BOARD OF MADISON COUNTY COMMISSIONERS

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

10-8-19
Date

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

Subject: Proclamation – Approved – MATCO

Mr. Forrest moved to approve the Proclamation that October 2019 as National Disability Employment Awareness Month.

MADISON COUNTY COMMISSIONERS

2019 OCT -8 AM 10:27

Proclamation

National Disability Employment Awareness Month: October 2019

WHEREAS, in 1988, Congress declared each October as National Disability Employment Awareness Month; and

WHEREAS, in July, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act (ADA) marking a milestone in our nation's quest to guarantee the civil rights of all citizens; and

WHEREAS, all Madison County citizens recognize the contributions that individuals with developmental and other disabilities make to the Madison County economy; and

WHEREAS, the local community is committed to ensuring that individuals with disabilities from Madison County are afforded opportunities in the workplace despite difficult economic circumstances; and

WHEREAS, professionals in the industry who provide employment supports to individuals with disabilities in Madison County continually work with community leaders and businesses to provide community-based services through partnerships, innovations and collaborations; and

WHEREAS, Madison County, Ohio joins MATCO Services in championing with full recognition, the idea that we are strengthened as a community, a state, and a nation by the skills, talents and capabilities of all of our citizens;

NOW, THEREFORE, BE IT PROCLAIMED that we, the Madison County Commissioners, the Honorable David Dume, the Honorable Mark Forest and the Honorable David Hunter, do hereby proclaim the month of October 2019 as "DISABILITY EMPLOYMENT AWARENESS MONTH" in Madison County.

BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, OHIO

BY: [Signature]
[Signature]
[Signature]

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

Subject: Resolution – Approved – Executive Session

Dr. Xenikis moved to enter into executive session at 9:47 a.m. to discuss economic development.

Following a second from Mr. Forrest the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes. No action was taken. This session ended at 10:18 a.m.

[Signature]
David Hunter

[Signature]
Mark Forrest

[Signature]
Dr. Xenikis

ATTEST: [Signature]