

Commissioners Journal # 94 Page 328

August 10, 2021

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Wallace 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: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.

Subject: Decrease PO Funding – Approved – Public Defender

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

Decrease: Public Defender (1000-A15A-5-0508) PO # 2568 in the amount of \$20,000.00.

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

Subject: Budget Revision – Approved – Courthouse Repairs

Mr. Wallace moved to approve the budget revision for the following:

Decrease: Public Defender (1000-A15A-5-0508) in the amount of \$20,000.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$20,000.00

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

Subject: Appropriation – Approved – Courthouse Repairs

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

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$15,250.00.

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

Subject: Increase PO Funding – Approved – Courthouse Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 2511 in the amount of \$35,250.00.

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

Subject: Budget Revision – Approved – Commissioners Advertising

Mr. Wallace moved to approve the budget revision for the following

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

Increase: Commissioners Advertising (1000-A01A-5-0041) in the amount of \$500.00.

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

Government Forms and Supplies Etc.

Subject: Appropriate – Approved – Commissioners Transfers

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

Appropriate: Commissioners Transfers (1000-A01A-5-0049) in the amount of \$7,995.00.

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

Subject: Transfer– Approved – Commissioners Transfers

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

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of \$7,995.00.

Transfer to: (2054-4-0200) in the amount of \$7,995.00.



Madison County
Sanitary Sewer & Water District
 189 Ohio State Rd 100 Box 63
 PO Box 63
 London, Ohio 43130
 Phone: 740-435-1781
 Fax: 740-435-1780

August 8, 2001

Madison County Commissioners
 Courthouse
 London, Ohio 43130

Gentlemen:

Attached is an invoice from Lewis Law Offices in the amount of \$7,995.00 for legal services rendered on the Public Works Ordinance project. All bills from the Madison County Water Development Fund (2054) have already been paid in the past. For the future to be able to pay this invoice, a transfer of \$7,995.00 needs to be made, or some other future solution. Please contact me for more information.

Thank you for your cooperation in these necessary designs.

Respectfully,

Ed Sizer
 Madison County Administrator

ES:spj

MADISON COUNTY COMMISSIONERS

Approved: [Signature]

Disapproved: [Signature]

Date: 8-10-01 [Signature]

2001 08 10 6:00 AM

Sissy Wierman

From: Sissy Wierman
 Sent: Monday, August 6, 2001 11:30 AM
 To: Ed Sizer; Forrest, Rob Sizer
 Subject: Transfer Request

OK. I'll present this to the commissioners.
 Sissy Wierman

From: Rob Sizer
 Sent: Monday, August 13, 2001 11:23 AM
 To: Sissy Wierman; Ed Sizer
 Subject: Transfer Request

Attached is a transfer from Lewis Law Offices and a transfer request for the same amount of money as 8/10/01.

Thanks

Rob Sizer
 Madison County Sanitary Sewer & Water District
 189 Ohio St / Box 63 / State Rte 100 / London, OH 43130
 740-435-1781 (office)
 740-435-1780 (cell)
 Rob.Sizer@madisoncountyohio.gov

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

Subject: Appropriate - Approved - Sanitary Sewer

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

- Appropriate: Salary (6020-P400-5-0020) in the amount of \$45,000.00.
- Appropriate: PERs (6020-P400-5-0042) in the amount of \$1,803.99.
- Appropriate: Medicare (6020-P400-5-0044) in the amount of \$1,299.24.
- Appropriate: Health Insurance (6020-P400-5-0100) in the amount of \$39,998.09.
- Appropriate: Dental Insurance (6020-P400-5-0101) in the amount of \$932.94.
- Appropriate: Vision Ins (6020-P400-5-0102) in the amount of \$205.45.
- Appropriate: Life Ins (6020-P400-5-0103) in the amount of \$31.36.



April 2021

Madison County Commissioners
Cedarville
Lodi, Ohio 43140

Cedarville
I am requesting that you authorize the 2021 Madison County Sanitary Sewer and Water District budget. The budget is being prepared by the Madison County Sanitary Sewer and Water District and is being presented to you for your review and approval. The budget is being prepared by the Madison County Sanitary Sewer and Water District and is being presented to you for your review and approval.

2021 AUG 19 11 22 AM '21

- The following items are presented to you for your review and approval:
- Item 1: Salary for the year ending 12/31/2021 in the amount of \$45,000.00.
- Item 2: PERs for the year ending 12/31/2021 in the amount of \$1,803.99.
- Item 3: Medicare for the year ending 12/31/2021 in the amount of \$1,299.24.
- Item 4: Health Insurance for the year ending 12/31/2021 in the amount of \$39,998.09.
- Item 5: Dental Insurance for the year ending 12/31/2021 in the amount of \$932.94.
- Item 6: Vision Insurance for the year ending 12/31/2021 in the amount of \$205.45.
- Item 7: Life Insurance for the year ending 12/31/2021 in the amount of \$31.36.

Thank you for your cooperation in this necessary change.

Madison
Madison County Administration
Cedarville

Sanitary Sewer

From: SWSM
Sent: Monday, August 9, 2021 2:25 PM
To: Madison County Commissioners
Subject: Request

The request will also be presented to the Commissioners.
Thank,
SWSM

From: Madison County
Sent: Monday, August 9, 2021 2:11 PM
To: SWSM
Subject: Request

Attached is a letter requesting to appropriate for available unappropriated funds for our Sanitary Sewer. We will update the year employees for the insurance during budgeting time, so our health insurance amount is accurate at this time. Also we will include the 5% raise increase and add budget for the Sanitary Sewer. Let me know if you need anything else.

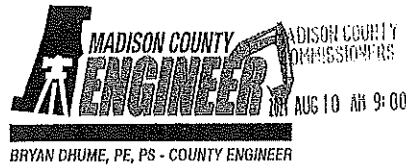
Madison County
Madison County Sanitary Sewer & Water District
P.O. Box 1100, 045 Springfield Rd
Lodi, Ohio 43140
740.945.1100 (Office)
740.945.1103 (Fax)
Website: www.madisoncountyohio.gov

Government Forms and Supplies E2009-011K1

Subject: Budget Revision – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the budget revision for the following:

- Increase: Utilities (2000-K100-0802) in the amount of \$13,000.00.
- Decease: Road Dental Insurance (2000-K100-0101) in the amount of \$13,000.00.



825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9104 | F: 740-852-9530

Aug. 10, 2021

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

Re: Budget Changes 2021

Gentlemen:

I am requesting your approval to make the following changes in my 2021 Gas Tax Budget:

Increase (2000-K100-0802) Utilities	\$ 13,000.00
Decrease (2000-K100-0101) Road Dental Insur	\$ 13,000.00

Adjusted beginning balances will be as indicated below:

(2000-K100-0802) Utilities	\$ 68,011.06
(2000-K100-0101) Road Dental Insur	\$ 33,082.26

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: _____

Date: 8-10-2021

Log Xenikis
[Signature]
[Signature]

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

Subject: Statement of Cash Account - Approved - Madison County

Mr. Wallace moved to approve the monthly statement of cash account for Madison County.

Statement of Cash from Revenue and Expense
Madison County

Fund	Description	Statement of Cash from Revenue and Expense						Balances	Nonpage
		Beginning Balance	Net Revenues	Net Expenses	Unexpended Balances	Encumbrances	Ending Balance		
3010	STATE OF OHIO								
3011	STATE OF OHIO								
3012	STATE OF OHIO								
3013	STATE OF OHIO								
3014	STATE OF OHIO								
3015	STATE OF OHIO								
3016	STATE OF OHIO								
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3050	STATE OF OHIO								

Forrest
Wallace
Kerhnik

Comm

Statement of Cash from Revenue and Expense
From: 1/1/2021 to 7/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7300	INDIGENT APPLICATION FEE	\$184.00	\$8,188.90	\$0,192.60	\$24.00	\$0.00	\$24.00	
7310	AGENCY/BD. ELEC. COMM	\$0.00	\$275.00	\$275.00	\$0.00	\$0.00	\$0.00	
7316	AGENCY/COUNCIL MONETARY	\$239,432.60	\$284,138.08	\$136,648.82	\$504,791.78	\$0.00	\$504,791.78	
7320	AGENCY/AUTO REGISTRATION	\$5,820.98	\$134,423.86	\$90,916.88	\$82,038.98	\$0.00	\$82,038.98	
7321	TX SERV. CONTROL/PERMISSIVE	\$1,097.78	\$90,916.88	\$90,916.88	\$1,097.78	\$0.00	\$1,097.78	
7325	AGENCY/GENERAL TAX	\$1,864,847.07	\$58,218,823.30	\$57,644,965.18	\$633,711.18	\$0.00	\$633,711.18	
7326	AGENCY/STATE TRUST	\$0.00	\$170,581.70	\$221,080.00	\$32,103.80	\$0.00	\$1,783.82	
7327	AGENCY/HOUSING TRUST	\$83,874.48	\$170,581.70	\$221,080.00	\$32,103.80	\$0.00	\$1,783.82	
7328	AGENCY/PROPERTY	\$1,850.82	\$2.00	\$71.47	\$1,880.32	\$0.00	\$1,880.32	
7329	AGENCY/STATE TRUST	\$18,427.58	\$4,276.86	\$4,276.86	\$0.00	\$0.00	\$18,427.58	
7331	AGENCY/STATE TRUST	\$89,314.87	\$1,539,027.01	\$1,539,027.01	\$88,320.14	\$0.00	\$88,320.14	
7332	AGENCY/STATE TRUST	\$16,420.00	\$1,084,823.80	\$1,084,823.80	\$0.00	\$0.00	\$16,420.00	
7333	AGENCY/LAW LIBRARY	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	
7340	AGENCY/LAW LIBRARY	\$50.00	\$100.00	\$37.50	\$112.50	\$0.00	\$112.50	
8000	FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8005	County Pardon C.A.R.E.S Grant	\$1,777,844.56	\$4,344,448.41	\$3,718,728.16	\$8,144,207.21	\$882,948.54	\$4,443,318.37	
8006	AGENCY/PARTROLL CLEANING	\$128,817.78	\$72,878.10	\$18,878.16	\$142,817.72	\$0.00	\$142,817.72	
Grand Total:		\$4,648,487.64	\$100,989,873.72	\$91,080,714.70	\$44,597,626.95	\$8,314,983.07	\$36,242,643.69	

8/23/2021 1:28 PM

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V.3.5

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

Government Forms and Supplies E2009-011V

Subject: Revision Grant Agreement – Approved – Ohio Department of Medicaid

Mr. Forrest moved per the request of Amanda Morgan, Family Council Coordinator, to revise the original Ohio Department of Medicaid grant agreement (MSY – 2223 – 01 – 49) for the following:

This original agreement was approved by the Board of Madison County Commissioners with Jennifer Coleman as the previous representative that signed this document on behalf of Family Council. Jennifer Coleman is no longer an employee for Family Council and Amanda Morgan is the replacement. Therefore it is a requirement to approve this document with Amanda Morgan that is now the Family Council representative that is signing this revision with the Chairman of the Board of Madison County Commissioners to sign also.

MADISON COUNTY COMMISSIONERS
OHIO DEPARTMENT OF MEDICAID
GRANT AGREEMENT
AUG 10 2021

Grant # MSY-2223-01-49
(Fiscal Year 2021)

REGULATIONS

The Grant Agreement (Agreement) between the Ohio Department of Medicaid (ODM) and the Madison County Family and Children First Council, through the local agent Madison County Community Centers (GRANTEE) is hereby presented to the Grant awarded by ODM to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement. Grant agreements were originally entered into between the parties pursuant to Section 2231.33 of the S.B. No. 153, for State Fiscal Year 2020 and 2021.

Section 2231.33 of the Ohio Revised Code (ORC) requires that the funding appropriation from the State System Youth Community Reinvestment Fund be used to provide needed and significant services of children and youth.

ODM desires to extend the State System Youth Community Reinvestment Fund grant for State Fiscal Year 2022 and 2023, in order to provide needed and significant services of children and youth.

ARTICLE I PURPOSES OF GRANT ACTIVITIES

A. ODM, in collaboration with the Office of Children and Children First (OCCF) and other participating agencies is offering technical assistance and financial assistance to children, youth, and families with complex and multiple needs. The purpose of this grant agreement is for the parties to utilize the resources of providing needed and significant services of children and youth solely for the purpose of obtaining needed financial and essential services for obtaining services that support children and youth who have been relinquished and are transitioning back to community or other residential settings.

GRANTEE, in collaboration with local and state agencies, will have the opportunity to complete a leading and/or technical assistance application(s). The GRANTEE will utilize information to complete applications and/or secure an application from local and/or other local entities for completion. GRANTEE will use completed applications to ODM for their consideration. ODM will review all completed applications in a multi-system team approach and will provide feedback regarding the application. If the application is not selected, it will be made by ODM.

ODM may provide technical assistance to the GRANTEE. ODM will provide funding to the GRANTEE for technical assistance. GRANTEE, by the appropriate local designee, will perform the responsibilities under this Agreement (hereinafter referred to as "services").

1. Collaborate with ODM, OCCF and participating agencies to collect and review selected leading and/or technical assistance applications in accordance with ODM's designee.
2. Ensure each of the grant activities and application is completed, including signed release form, prior to submission to ODM, in accordance with provided guidance.
3. Ensure each of the grant activities is completed by the following:
 - a. The ability to have the grant needs met in a timely and appropriate manner.
 - b. GRANTEE has identified availability of local resources (including leading and/or other essential) to support the grant activities.
 - c. All systems that are required for grant activities are working to meet needs for the grant activities and family.
 - d. Financial resources have been successfully allocated for a sufficient budget period.

ARTICLE II TERMS OF THE GRANT

- a. The grant funds will be provided to the local entities and will be used to meet the needs of the children and youth.
- b. Amount for the grant funds disbursed for resources under section, in a form authorized by ODM, including but not limited to a grant period of payment for expenditures.
- c. Select financial leading reports at least 7 calendar days before current authorized leading reports.
- d. Select program and/or other reports in accordance with published specifications as provided by ODM.
- e. Assess that the grant activities are conducted and adhere to the terms of the application for assistance.
- f. The ODM Agreement Manager is required to monitor.

g. 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 from the ODM within the time period specified in the request or instruction. ODM and GRANTEE expressly understand that any requests or instructions will be clearly stated to ensure the successful completion of the grant activities described in this Agreement, and are not intended to be construed as a modification of the Agreement or any other agreement or understanding between GRANTEE and ODM. GRANTEE agrees to comply with any requests or instructions within the time period specified in the request or instruction. GRANTEE will immediately notify ODM in writing of any modification of the Agreement or any other agreement or understanding between GRANTEE and ODM. GRANTEE agrees to meet with the ODM Agreement Manager as necessary to ensure the successful completion of the grant activities and the successful completion of the grant.

ARTICLE III EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be entered into on July 1, 2021, or upon signature of the ODM and GRANTEE, through June 30, 2023, unless the Agreement is extended or terminated prior to the expiration date.
- B. If any request or instruction from ODM and GRANTEE for this Agreement will not be completed and the terms of the grant are not completed, the ODM and GRANTEE will be held responsible for the completion of the grant activities and the successful completion of the grant.

ARTICLE IV ABOUT GRANT AGREEMENTS

- A. ODM will provide GRANTEE with leading and/or technical assistance for State Fiscal Year 2022 and State Fiscal Year 2023 to provide services and resources for authorized applications. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the agreed upon amount for GRANTEE. The grant funds will be used to pay for separate child care services.
- B. Grant payments will be made to GRANTEE by ODM through the Ohio Administrative Services System (OASIS) in the form of direct payments to GRANTEE. GRANTEE will account for the grant payments in a financial reporting system that is approved by ODM. GRANTEE will provide a copy of the financial reporting system to ODM.
- C. GRANTEE will submit a true and accurate copy of the grant funds no later than 30 calendar days from the end of each approved reporting period. GRANTEE will retain any grant funds that cannot be used for the grant activities by GRANTEE as requested by ODM. ODM will retain GRANTEE on the revenue which is not used for the grant.
- D. GRANTEE understands that availability of funds is contingent upon appropriations made by the Ohio General Assembly for the grant activities and the ODM. The ODM General Assembly is the authorized body.

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Grant Form 020801-01-0001 Page 4 of 10

shall be any time to terminate this Agreement, this Agreement will be terminated as of the date the termination notice is received by the Grantor.

ARTICLE II. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

B. Upon suspension or termination of this Agreement, the Grantor shall be responsible for the cost of any suspension or termination.

C. Notwithstanding the provisions of Section A and Section B, above, OCM may suspend or terminate this Agreement if a breach or default has occurred as defined in ARTICLE I.

- 1. OCM issues a suspension or termination notice;
- 2. OCM issues a suspension or termination notice;
- 3. GRANTEE has violated any provision of ARTICLE I.

D. GRANTEE, upon receipt of notice of suspension or termination, shall:

- 1. Cease performance of the suspended or terminated Grant activities;
- 2. Take all necessary steps to halt dissemination and retention of confidential information, but not limited to, suspension or termination of all contracts and subgrants related to suspended or terminated Grant activities;
- 3. Prepare and furnish a report to OCM, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and identifies the assets, equipment and the confidential information through Grant activities;
- 4. Return all records in their custody or control, including all supporting documentation for activities submitted to OCM, and copies of all records produced under or pending to this Grant; and
- 5. Perform any other tasks OCM requires.

E. In the event of suspension or termination under this ARTICLE, OCM will, upon receipt of a proper invoice from GRANTEE, disburse to the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed under GRANTEE's contract of suspension or termination, in order to determine the amount due to GRANTEE, OCM will have no obligation on the payment method described in ARTICLE II and any funds previously paid by or on behalf of OCM, OCM will not be liable for any further claims asserted by GRANTEE.

F. Upon GRANTEE's breach or default of provisions, obligations, or duties set forth in this Agreement or any term of an award, federal statute or regulation, an insurance, a State plan or application, a notice of award, or other applicable law, OCM reserves the right to exercise any other rights, remedies, equitable or legal remedies available without limitation. Any action by OCM of an occurrence of breach or default is not a waiver of subsequent occurrence. If OCM or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCM will not be effective unless it is in writing signed by the OCM Director.

ARTICLE III

1. OCM shall have the right to suspend or terminate this Agreement, if a breach or default has occurred as defined in ARTICLE I.

2. Upon suspension or termination of this Agreement, the Grantor shall be responsible for the cost of any suspension or termination.

3. Notwithstanding the provisions of Section A and Section B, above, OCM may suspend or terminate this Agreement if a breach or default has occurred as defined in ARTICLE I.

4. GRANTEE, upon receipt of notice of suspension or termination, shall:

- 1. Cease performance of the suspended or terminated Grant activities;
- 2. Take all necessary steps to halt dissemination and retention of confidential information, but not limited to, suspension or termination of all contracts and subgrants related to suspended or terminated Grant activities;
- 3. Prepare and furnish a report to OCM, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and identifies the assets, equipment and the confidential information through Grant activities;
- 4. Return all records in their custody or control, including all supporting documentation for activities submitted to OCM, and copies of all records produced under or pending to this Grant; and
- 5. Perform any other tasks OCM requires.

5. In the event of suspension or termination under this ARTICLE, OCM will, upon receipt of a proper invoice from GRANTEE, disburse to the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed under GRANTEE's contract of suspension or termination, in order to determine the amount due to GRANTEE, OCM will have no obligation on the payment method described in ARTICLE II and any funds previously paid by or on behalf of OCM, OCM will not be liable for any further claims asserted by GRANTEE.

6. Upon GRANTEE's breach or default of provisions, obligations, or duties set forth in this Agreement or any term of an award, federal statute or regulation, an insurance, a State plan or application, a notice of award, or other applicable law, OCM reserves the right to exercise any other rights, remedies, equitable or legal remedies available without limitation. Any action by OCM of an occurrence of breach or default is not a waiver of subsequent occurrence. If OCM or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCM will not be effective unless it is in writing signed by the OCM Director.

7. Upon GRANTEE's breach or default of provisions, obligations, or duties set forth in this Agreement or any term of an award, federal statute or regulation, an insurance, a State plan or application, a notice of award, or other applicable law, OCM reserves the right to exercise any other rights, remedies, equitable or legal remedies available without limitation. Any action by OCM of an occurrence of breach or default is not a waiver of subsequent occurrence. If OCM or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCM will not be effective unless it is in writing signed by the OCM Director.

Government Forms and Supplies - E200009970V

County Health Officer Part 115

- and all fees as needed, or will be used for the next year period. The action is not subject to the end of the five year period, unless otherwise stated in Section E. If applicable, GRANTEE must meet the requirements of the Federal Code of Management and Budget (OMB) Control Number, Title 2 CFR Part 200, Subpart D and F of the Code of Regulations (CFR). GRANTEE acknowledges, in accordance with OIG (1043), that financial records related to the performance of services under this Agreement are promptly disclosed to the county.
- E. All records relating to cost work performed, supporting documentation for applications submitted to OCM, and copies of all records produced under or pertaining to this 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 a request, 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 OCM and actively participate in the discovery process required to do so, also as defined above. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by OCM when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the protected records after receiving a litigation hold from OCM, GRANTEE agrees to pay all costs associated with any request, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to accept and comply with Title 41, Sections 13202 through 13205 of the United States Code (USC) and the implementing regulations found at 45 CFR 164.502 and 164.504 regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subsequent agreements that may be entered into under this Agreement.

ARTICLE VII. ASSIGNMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between OCM and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, OCM and GRANTEE agree that any amendments to any laws or regulations shall remain in effect in the operative provisions of this Agreement unless the necessity for amending written amendments. Any written amendments to this Agreement shall be executed in triplicate.
- B. GRANTEE agrees not to assign any interest in this Agreement or transfer any interest in the Grant without the prior written approval of OCM. GRANTEE will submit any requests for approval of assignments and transfers to the OCM Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions OCM deems necessary and that no approval by OCM will be deemed to provide for any OCM obligation that exceeds the Grant amount specified in ARTICLE II 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 state and federal confidentiality and information disclosure laws, rules, and regulations applicable to agencies under this Agreement and state, federal, and national health care laws.
- 1. United States Code, 42 USC 13202 through 13206 and HIPAA
- 2. Code of Federal Regulations, 42 CFR Part 2, 41 CFR 101-11.600, 41 CFR 101-11.602, 41 CFR 101-11.604, 45 CFR 164.502(a), 164.504(a), and 162.402
- 3. Ohio Revised Code, CRC 171.20, 171.22, 1703.01, 2305.21, 2305.22, 2305.23, 3701.243, 3701.023, 4723.07, 4731.25, 5714.27, 5703.33, 5704.05, 5705.13, and 6155.08; and
- 4. Consistency with Administrative Code rules.

County Health Officer Part 115

- B. GRANTEE agrees that any data created, received, maintained or transmitted on behalf of OCM by GRANTEE shall be retained by OCM and later than 90 calendar days following termination of this Agreement and shall only be used for purposes as provided by GRANTEE, unless as may be otherwise provided for in this Agreement 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 OCM against unauthorized access to or disclosure of the information.
- D. GRANTEE agrees that access to the records and data provided by OCM for purposes of this Agreement will be restricted to only those individuals, employees, officials, subcontractors, and other persons whose use of the information is related to this Agreement. GRANTEE agrees to provide the OCM Agreement Manager with a complete listing of any and all individuals 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, or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during day and non-work 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, listed, maintained, stored 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 negligent 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 OCM. If there is an incident of unauthorized disclosure of information, OCM 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 OCM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. OCM will prepare data pursuant to the security and encryption standards found in OCM IT Standard BS-SEC-01, 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 OCM IT Standard BS-SEC-01, Data Encryption and Cryptography, State of Ohio Administrative Policy 11-01, Data Encryption and Security Service Policy, and NIST Special Publication 800-53.
- K. GRANTEE shall comply with Ohio Administrative Policy 11-01, Use of Internal, External and Other IT Resources, as well as any associated agency policies prior to granting access to networks and OCM 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.

Grant/Grantor/Other First/Second Page 1 of 5

PROTECTED BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are defined from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (such as in the event of future amendments to the federal laws mentioned), the definitions in this Agreement shall prevail.
- 1. General Definitions. The following terms used in this Agreement shall have the same meaning as these terms in the HIPAA Rules, Branch, Data Aggregation, Designated Record Set, Records, Health Care Operations, Individuals, Minimum Necessary, Rules of Privacy Practices, Covered by Law, Security, Security Incident, Standards, Unlawful Protected Health Information and the:
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 ("ARRA") and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules of 45 CFR Part 164 and Part 165.
 - c. Covered Entity means a health plan, a health care organization, or health care provider under 45 CFR 164.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, performs, or assists in the performance of a function or activity that involves the use or disclosure of Protected Health Information under 45 CFR 164.106.
 - e. Protected Health Information ("PHI") means individually identifiable information relating to an individual that is past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or some other detail under 45 CFR 164.103 and any amendments thereto, created or used on behalf of the Department.
- B. GRANTEE acknowledges that OCM is a Covered Entity under HIPAA. GRANTEE further acknowledges that it is a Business Associate of OCM, and, in compliance with the work described in this Agreement, agrees to comply with all of the following provisions:
 - 1. Permitted Uses and Disclosures. GRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 - 2. Safeguards. GRANTEE will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to protect PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic Protected, received, maintained, or transmitted information of OCM.
 - 3. Reporting of Breaches. GRANTEE agrees to promptly notify OCM of any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unauthorized protected health information as required at 45 CFR 164.106 and any security incident GRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Grant/Grantor/Other First/Second Page 1 of 5

Further, GRANTEE shall report to OCM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable federal law or becomes aware of
 - b. Any security incident of which becomes aware, for purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or information with system operations in an information system.
- In so far as it is practical following discovery of a reportable security incident, GRANTEE shall notify OCM of the existence and nature of the incident as understood at that time. GRANTEE shall immediately investigate the incident and will file a written account of discovery and provide OCM, in writing, a report describing the risks and any results of GRANTEE's investigation.
- Reporting and other communications made to OCM under this section must be made to OCM's HIPAA Privacy Officer and Office of Legal Counsel at Privacy@protection.org and Medical@protection.org.
- 4. Mitigation Procedures. GRANTEE agrees to cooperate with OCM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other entities. Mitigation or communication by any entity shall not be approved, in writing, by OCM prior to any such communication being released. GRANTEE will report all of its mitigation activity to OCM and shall preserve all relevant records and evidence.
 - 5. Intellectual Property. GRANTEE shall use the sole possession of all rights to mitigate any breach of, or any breaches or security incidents of which GRANTEE has knowledge within any entity caused by the use or disclosure of protected health information by GRANTEE in violation of the terms of this Agreement. These assets will include, but are not limited to the use of the mitigation, remediation and assistance to the affected individuals, entities or other activities.
 - 6. Agents and Subcontractors. GRANTEE, in compliance with 45 CFR 164.106(a)(1)(ii) and 164.106(a)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI for or on behalf of GRANTEE and/or OCM 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 reasonable efforts to ensure that information OCM 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 164.104 and 164.105 and any amendments thereto.
 - 8. Assessment of Information. GRANTEE shall make any assessment(s) to PHI as directed by, or agreed to, by OCM pursuant to 45 CFR 164.104 or take other steps as necessary to satisfy OCM's obligations under 45 CFR 164.104. In the event that GRANTEE receives a request for assessment of directly from the individual, agent, or subcontractor, GRANTEE will notify OCM prior to making any such assessment(s). GRANTEE's ability to assess information is explicitly limited to information created by GRANTEE.
 - 9. Accounting for Disclosures. GRANTEE shall establish and make available to OCM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy OCM's obligations under 45 CFR 164.104. For every disclosure the record will include, as relevant, 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 or address of the recipient to which the protected health information was disclosed.

Government Forms and Supplies: E2020S-0519V

Section of Ohio Revised Code Page 216

Section of Ohio Revised Code Page 216

- D. Obligations of Employer When GRANTEE is in compliance with the provisions of the Ohio State Public Employees' Labor Relations Act (OSPLRA), GRANTEE agrees to comply with all applicable requirements of OSPLRA that will apply to GRANTEE in the performance of such duties.
- E. Access to Records and Records. GRANTEE shall make available to OUM and to the Secretary of the U.S. Department of Health and Human Services any and all financial practices, documents, books, and records related to the use and disclosure of the records of OUM, or needed or needed to be held by OUM, such access is for the purposes of determining compliance with the OSPLRA.
- F. Records of OUM. GRANTEE shall make available to OUM and to the Secretary of the U.S. Department of Health and Human Services any and all records of OUM, or needed or needed to be held by OUM, such access is for the purposes of determining compliance with the OSPLRA.
- G. Release of Information. Upon termination of this Agreement and at the request of OUM, GRANTEE will release to OUM or directly to the GRANTEE possession occurring from this Agreement to the extent possible to OUM for OUM, and will not keep records of the OUM except as may be required by OUM or required by law, or as otherwise allowed by the Ohio Public Employees' Labor Relations Act. GRANTEE shall provide to OUM documentation regarding such disclosure. Any OUM records by GRANTEE will continue to be retained to the extent possible in the OUM, OUM regulations and the Agreement to the extent it is retained.
- H. Standard. These provisions shall survive the termination of this Agreement.

ARTICLE 10. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL COVENANTS

By executing this Grant and by executing this Agreement, GRANTEE hereby certifies and warrants compliance with each condition listed in this ARTICLE 10. GRANTEE understands compliance with each of these conditions is a condition to the performance of this Agreement by GRANTEE.

- A. If any time GRANTEE is not in compliance with the conditions set forth in this Section, OUM will reserve the right to suspend or terminate the employment of GRANTEE. Any time the State of Ohio pays GRANTEE for work performed while GRANTEE is not in compliance with the Agreement, it will not be creditable against the State of Ohio for purposes of any pension or retirement system for GRANTEE.
- B. Personnel Requirements. GRANTEE agrees that neither GRANTEE nor any of its principals, subsidiaries, or subcontractors, in person or through any agent, employee, independent contractor, or subcontractor, shall be engaged in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- C. Non-Compete. GRANTEE shall not engage in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- D. Non-Compete. GRANTEE shall not engage in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.

- 2. Grantor's Obligations. GRANTEE agrees that it has read the agreement, knows, understands, and agrees to comply with all applicable requirements of OSPLRA that will apply to GRANTEE in the performance of such duties.
- 3. Labor Relations. GRANTEE agrees that neither GRANTEE nor its principals, subsidiaries, or subcontractors, in person or through any agent, employee, independent contractor, or subcontractor, shall be engaged in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- 4. Non-Compete. GRANTEE agrees that neither GRANTEE nor its principals, subsidiaries, or subcontractors, in person or through any agent, employee, independent contractor, or subcontractor, shall be engaged in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- 5. If at any time GRANTEE is not in compliance with the conditions set forth in this Section, OUM may suspend or terminate the employment of GRANTEE. GRANTEE agrees that it will not be creditable against the State of Ohio for purposes of any pension or retirement system for GRANTEE.
- 6. Personnel Requirements. GRANTEE agrees that neither GRANTEE nor any of its principals, subsidiaries, or subcontractors, in person or through any agent, employee, independent contractor, or subcontractor, shall be engaged in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- 7. Non-Compete. GRANTEE shall not engage in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.
- 8. Non-Compete. GRANTEE shall not engage in any activity that is prohibited by the Agreement, or that is prohibited by the State of Ohio, or that is prohibited by any other applicable law, regulation, or policy, or that is prohibited by any other applicable law, regulation, or policy.

Contract or Order for Work

Page 11 of 15

3. Ethics and Conflicts of Interest Issues.

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, it consents and understands the Ohio Ethics and Conflicts of Interest Law. GRANTEE further agrees that it will not engage in any activity inconsistent with this ethics law or any Executive Order.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position defined or described in OGC 3101.10 (j) or (k) has, or will in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. OGC 3101.13 does not apply to positions of executives as defined under OGC Chapter 3104.
- c. GRANTEE agrees to establish non-competition or going to any OCM employee anything of value that could be construed as having a substantial and improper influence upon the employee who report to the employer's direct supervisor. GRANTEE further agrees that it will not solicit any OCM employees to violate OGC 3104.01, 3104.02, or 3104.04.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not and will not acquire any interest, whether personal, business, direct or indirect, that is comparable, comparable, or similar to the duties and responsibilities of GRANTEE's officers and supervisors under this Agreement. If GRANTEE, its officers, employees, or members acquire any interest, ownership, or supervisory interest, GRANTEE agrees it will immediately disclose that interest in writing to OCM (Mail Legal Counsel at 31 West Town Street, Columbus, Ohio 43260-3444). GRANTEE further agrees that the person with the ownership interest will not participate in any Grant activities with OCM. Activities that participate or would not be contrary to public interest.

4. Lobbying Restrictions.

- a. GRANTEE agrees that no federal funds paid to GRANTEE by OCM through this Agreement or any other agreement hereunder will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further agrees to comply with all federal lobbying restrictions, including 51 USC 1532. If the Grant exceeds the One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE agrees that it has consulted and that the Director of Lobbying Activities shall determine if, if required by federal law.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in OGC 124.51 to 124.53.
- c. GRANTEE, its recipient of federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Open Public Access Act, which at a minimum, states GRANTEE will not call for or use federal appropriated funds to pay any person or organization for lobbying or attempting to influence in either an employee of any agency, a member of Congress, either or employees of Congress, or an employee of a member of Congress in connection with lobbying any federal contract, grant or any other award covered by 51 USC Chapter 1532.

5. Child Support Enforcement. GRANTEE agrees to cooperate with OCM and any child support enforcement agency in ensuring that GRANTEE and its employees meet all support obligations established by state or federal law including present and future compliance with any court or child administrative order for the withholding of support from wages paid to the applicable sections of OGC Chapter 3109, 3104, 3102, and 3104.

Contract or Order for Work

Page 12 of 15

6. Post-COVID-19. If any Grant activities related to services in relation, GRANTEE agrees to comply with the Post-COVID-19 Act of 2021, Public Law 116-201, Part C - Enforcement of Labor Statutes that requires working to be based in any portion of any federal facility owned, leased, or controlled by an entity that will not directly or indirectly use the facility for the provision of health care services, day care, long-term care, or education to children under the age of 18.

7. Drug-Free Workplace. GRANTEE, its officers, employees, and any subcontractors under any federal contract, cooperative agreement, or grant awarded with this Agreement agree to comply with all applicable state and federal laws, including federal Executive Order 13526, Chapter 10, regarding a drug-free workplace. GRANTEE will create a good faith effort to ensure that none of GRANTEE's officers, employees, or subcontractors will purchase, possess, use, or possess illegal drugs or alcohol or those prohibited substances 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 a county department of Job and Family Services under OGC Chapter 3101 or 3102.

9. MERIT Payment to the Governor's Executive Order 2020-038. GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprises (MBEs) and Emerging Minority, Women, and Equity (EMWE) vendors whenever possible. However, GRANTEE agrees to require any of its subcontractors or subcontractors to purchase goods and services from certified MBE and EMWE vendors whenever possible.

10. Expiration of Public Funds for Children Services—Executive Order Requirements.

a. GRANTEE certifies that by executing this Agreement, it has reviewed, understood, and will abide by the Governor's Executive Order 2020-038 and shall comply with those requirements in the performance of this Agreement, and shall perform to 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 funds associated with any of the services through this Agreement will be received, banked, disbursed, held, kept, or stored; and
- (3) The principal location of business for GRANTEE and all subcontractors.

c. GRANTEE, its officers, subcontractors, and anyone it immediately notify OCM 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, Suspension, or Waiver. OCM 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 will immediately return to OCM all funds paid for those services.

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

Government Forms and Supplies: E2009481 KY

County of Ohio Return Page 1 of 5

County of Ohio Return Page 1 of 5

- 11. All rights in the name of the County of Ohio shall be reserved to the County of Ohio.
- 12. All rights in the name of the County of Ohio shall be reserved to the County of Ohio.

ARTICLE III MISCELLANEOUS PROVISIONS

- A. Independent Contractor. The County of Ohio shall not be liable for any claims or damages arising out of or from the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio. The County of Ohio shall not be liable for any claims or damages arising out of or from the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio.
- B. Indemnification. Each party shall be responsible for any and all claims, damages, costs, expenses, and attorneys' fees incurred by the other party as a result of the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio.
- C. Assignment of Interest or Copyright. The County of Ohio shall not be liable for any claims or damages arising out of or from the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio.
- D. Use of County of Ohio Name. The County of Ohio shall not be liable for any claims or damages arising out of or from the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio.
- E. Delay. The County of Ohio shall not be liable for any claims or damages arising out of or from the performance of any contract or agreement entered into by the County of Ohio with any person or entity who is an independent contractor of the County of Ohio.
- F. Counterpart. This Agreement may be executed in one or more counterparts, each of which when taken together shall be deemed to constitute one and the same agreement.

ARTICLE XII 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 absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

County Family and Children First Council

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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

Amanda Morgan
Authorized Signature (Blue Ink Please)

Tony Xenikis
Authorized Signature (Blue Ink Please)

Amanda Morgan
Printed Name

Tony Xenikis
Printed Name

Council Coordinator
Title

Chair
Title

8-10-21
Date

8/10/21
Date

200 Midway St
Address

1 North Main St.
Address

London, OH 43140
City, State, Zip

London, Ohio 43140
City, State, Zip

Ohio Department of Medicaid

Maureen M. Corcoran, Director

Date

50 West Town Street
Columbus, Ohio 43215

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

Government Forms and Supplies 62099-01-10V

Subject: Notice of Award – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the notice of award to Stauffer Site Services LLC, 3630 Middleboro Rd. Morrow, Ohio 45152 for the Madison County Midway Drainage Project in the amount of \$98,485.00.

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RECEIVED
 Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the notice of award to Stauffer Site Services LLC, 3630 Middleboro Rd. Morrow, Ohio 45152 for the Madison County Midway Drainage Project in the amount of \$98,485.00.

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Date: August 2, 2001
 Attention: Mr. Whitaker Wright
 Address: CDC of Ohio Inc.
 1188 S. High Street
 PO Box 6207
 Columbus, OH 43260-0007

Subject:
 Bid Award Recommendation
 Village of Midway Drainage Improvement Project
 #10401901

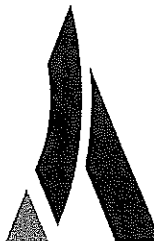
Dear Mr. Wright:

Enclosed is the bid tabulation for the Midway Drainage Improvement project.
 Through our evaluation of all bid documents submitted, Stauffer Site Services LLC, from Morrow, Ohio, appears to be the best, responsible bidder.
 If you could have any questions or concerns, please feel free to contact us.

Sincerely,

 Project Manager

1100 Central Expressway
 1100 Central Expressway
 1100 Central Expressway
 1100 Central Expressway



www.CHOICEONEENGINEERING.com

Sissy Wiseman

From: Sissy Wiseman
 Sent: Wednesday, August 4, 2021 3:58 PM
 To: Whitaker Wright
 Cc: Renee Hall; Jacob Bertke
 Subject: RE: Award for Midway's Drainage Project

O.K. I'll present this to the Commissioners.
 Thanks,
 Sissy Wiseman

From: Whitaker Wright [mailto:whitaker.wright@scwcohal.net]
 Sent: Wednesday, August 4, 2021 3:54 PM
 To: Sissy Wiseman
 Cc: Renee Hall; Jacob Bertke
 Subject: Award for Midway's Drainage Project

Sissy -

ChoiceOne has reviewed the bids and recommended Stauffer Site Services. Attached is the Notice of Award and a copy of ChoiceOne's recommendation letter.

Please ask the Board to review and approve the award on Tuesday,

Whitaker

Whitaker W. Wright, Senior Planner
 CDC of Ohio, Inc.
 Community Development Consultants of Ohio
 160 S. High Street | P.O. Box 06717 | Columbus, Ohio 43266-0217
 P. (614) 445-8973 | F. (614) 445-8831 | E. cdc@cdc.com

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

Government Forms and Supplies E2019481107

Subject: Resolution – Approved – National Opioid Settlement

Mr. Wallace moved per the recommendation of Nick Adkins, Prosecutor, to approve the emergency resolution for the following:

To accept the material terms of the one Ohio Subdivision settlement pursuant to the Ohio memorandum of understanding and consistent with the terms of the July 21, 2021 Nation Opioid Settlement agreement.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, OHIO

WHEREAS, the Board of County Commissioners of Madison County, Ohio, is aware of the National Opioid Settlement Agreement...

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ADOPTED AND PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, OHIO, THIS 10th DAY OF AUGUST, 2021.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of [Ohio]. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

DR. Tony Xenikis	Yea	Nay
Chairs Wallace	<u>Yes</u>	___
Mark Forrest	<u>Yes</u>	___
	___	___
	___	___

Passed By Madison County Commissioners

Attest:

Tony Xenikis
President of Council

Ronna Harlow
Clerk-Treasurer

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

Government Forms and Supplies E2020491KV

Subject: One Ohio Subdivision – Approved – Participation Form

Mr. Wallace moved per the recommendation of Nick Adkins, Prosecutor, to approve the One Ohio Subdivision Participation Form in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021. ("National Distributor Settlement").

One Ohio Subdivision Participation Form

Governmental Entity: <u>Board of Health, County of Adams</u>	Form: <u>0410</u>
Authorized Official: <u>David S. Lewis, County Auditor</u>	
Address: <u>13241 Adams Square</u>	
City, State, Zip: <u>London, Ohio 43040</u>	
Phone: <u>(614) 339-3311</u>	
Email: <u>adam@adamscountymd.com</u>	

The governmental entity (the "Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity has read and reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meaning defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the Final Order in Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 55% or more of the Participating Subdivisions in Ohio. Should less than 55% of the Participating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of a Consent Judgment, secure the consent with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releaser, the Governmental Entity is entitled to the relief provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided by, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity further agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releaser for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part VI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releaser, provides for a release to the fullest extent of its authority. As a Releaser, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extends to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claims.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

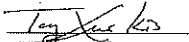
General Release extend. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Ongoing Government participation level. If the National Settlement becomes effective by July 1, 2022, its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: 
 Name: TONY XENIKIS
 Title: Chair
 Date: 8/10/21

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

Subject: Release Penalty Fees – Approved – Parcels

Mr. Forrest moved to release the penalty fees associated with the clean up for the following parcels belonging to William Shaw:

2900402 and 2900403

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

Barcode Barcode EPN11216

Subject: Alley Vacation Requests – Accepted – Deercreek Township

Mr. Forrest moved to accept the Deercreek Township alley vacation requests for the following:

To vacate the underdeveloped alleys between lots 85 and 96 and between lots 86 and 95 in the Gwynne Addition and the underdeveloped portion of North Street south of lot 98 in the Gwynne Addition.

In addition – On August 17, 2021, The Board of Madison County Commissioners will set the view and hearing dates for this alley vacation.

DEERCREEK TOWNSHIP

c/o Erin K. Morris, Fiscal Officer
1081 US Hwy. 42 SE
London, OH 43140
(614-519-9822)

Aug 10 2021

Trustees:

- Levin H. Hutson (614-623-6563)
- Robert J. Turvy, Jr. (614-774-1697)
- Roger A. Wilson (614-361-8952)

August 3, 2021

Madison County Commissioners
1 North Main St.
London, OH 43140


Dear sirs,

Please be advised that the following is an excerpt from the approved minutes of the July 19, 2021 meeting of the Deercreek Township Trustees:

Mr. Hutson presented a request from Kelso and Judy Wessell for the township to vacate an undeveloped street and two alleys adjacent to their property on Cumberland Street. According to their request, while the land in question was originally plotted for public use, it has been used and maintained as private land for nearly 200 years. Mr. Wilson made a motion to request the Madison County Commissioners vacate the undeveloped alleys between lots 85 and 86, and between lots 86 and 95 in the Gwynne Addition, and undeveloped portion of North Street south of lot 98 in the Gwynne Addition. Mr. Turvy seconded the motion. In a roll call vote, all voted in favor and the motion carried.

Thank you for your attention to this matter.

Respectfully submitted,



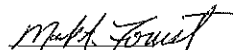
Erin K. Morris
Fiscal Officer
Deercreek Township

CC: Bryan Dhume, Madison County Engineer

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


Dr. Xenikis


Chris Wallace


Mark Forrest

ATTEST: 