

St. Clairsville, Ohio

January 3, 2018

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR THE
MONTHS OF DECEMBER 2017 & JANUARY, 2018

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Delta

Dental Chargebacks for the months of December 2017 & January 2018.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	19,626.01
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	524.62
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	562.32
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	27.60
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	36.76
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	125.88
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	135.44
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	46.29
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	5.92
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	503.38
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	205.76
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,844.80
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	318.86
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	215.98
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70

E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,491.76
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	178.28
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,874.32
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	625.46
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	476.70
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,586.72
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	589.80
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,423.06
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
TOTAL		36,683.88

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF DECEMBER 2017 & JANUARY 2018

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December 2017 & January 2018.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,415.66
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	147.06
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	159.12
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	512.28
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	91.62
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	959.49
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00

E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	63.90
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	7.78
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	10.18
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	1.88
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	38.40
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.98
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	136.36
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	401.94
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	51.84
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	599.04
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	522.40
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	168.26
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	126.54
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	162.72
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	392.94
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		10,805.31

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR’S**

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated __January 3, 2018 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
SENIORS-Daisy Braun to Wheeling, WV, on January 18, 2018, for a senior outing to Perkins Restaurant.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING MINUTES OF REGULAR
BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 20, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Thomas made the following announcement-
The Board will hold its Annual Reorganization Meeting at 9:00 a.m. on Monday, January, 8, 2018. The Board’s Regular Meeting will be held at 9:00 a.m. on Wednesday, January 10.

**IN THE MATTER OF APPROVING VARIOUS TRAVEL
REQUESTS SUBMITTED BY COUNTY ENGINEER FOR THE YEAR 2018**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the various travel requests submitted by Terry Lively, County Engineer, granting permission for the engineer and department employees to travel throughout Ohio for the purpose of attending various meetings and trainings and to obtain parts and supplies as needed during the year 2018.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF AUTHORIZING
FORCE ACCOUNTS**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

WHEREAS, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

WHEREAS, if it is determined by the Engineer’s estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED:

That Terry D. Lively, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year of 2018.

Mr. Meyer seconded the Resolution and, the roll being called upon its adoption, the vote resulted as follows:

Mr. Thomas	<u>Yes</u>
Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

**IN THE MATTER OF APPROVING PAYMENT OF
ANNUAL DUES FOR COUNTY ENGINEERS ASSOCIATION OF OHIO**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$4,084.00, a per capita assessment of five cents, in accordance with Ohio Revised Code 325.21.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE RELEASE
OF TWO (2) ROAD USE MAINTENANCE AGREEMENTS (RUMAS
FROM SUMMIT MIDSTREAM UTICA, LLC/ENGINEERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the release of two (2) Road Use Maintenance Agreements (RUMAS) dated June 24, 2015, from Summit Midstream Utica, LLC for the use of County Bridge Structure File No. 0732265 on TR-302 over Brown Hollow Run and County Bridge Structure File No. 0734454 on TR-476 over McMahon Creek in Pultney Township, per Terry Lively, Belmont County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO THE CARE COORDINATION CONTRACT
BETWEEN AREA AGENCY OF AGING, REGION 9, INC/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into the Care Coordination Contract between Area Agency of Aging, Region 9, Inc. and Belmont County Commissioners, dba Senior Services of Belmont County, effective January 1, 2018 through December 31, 2019.

CARE COORDINATION CONTRACT

between

AREA AGENCY ON AGING, REGION 9, INC.

and

BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

SECTION I: INTRODUCTION

This agreement is entered into effective JANUARY 1, 2018 through DECEMBER 31, 2019 by and between BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY , hereinafter referred to as the "Contractor" and the AREA AGENCY ON AGING, REGION 9, INC., hereinafter referred to as "AAA9". The purpose of this agreement is to define the terms and conditions under which the Contractor is to provide services to the AAA9 Care Coordination Program in the Ohio Department of Aging (herein after "ODA") Planning and Service Area 9 for the AAA9.

SECTION II. GENERAL REQUIREMENTS OF PROVIDER

A. The Contractor shall provide services as delineated in the Provider's approved application for AAA9 Care Coordination, and as described in the Ohio Department of Aging requirements in compliance with any federal, state, and local laws, regulations, and federal circulars to which the Contractor is required to comply, of the type, in the area and at the rate of reimbursement specified in Paragraph B below. All services may be funded through Older Americans Act funding, Alzheimer's Respite funding or Senior Community Services Block Grant funding.

B. SERVICES

SERVICE NAME	UNIT	GEOGRAPHIC AREA	UNIT RATE
Personal Care	One Hour	Belmont	\$ 17.96
Homemaker	One Hour	Belmont	\$ 16.00

C. ASSIGNABILITY

The AAA9 shall have a contractual relationship only with the Contractor regarding performance and payments, subject to the laws and legal processes in the state of Ohio. The Contractor does not have the right or power to assign, delegate, subcontract or transfer its rights and duties under this agreement without prior written consent from the AAA9 Executive Director. The AAA9 and the Contractor each bind themselves to this contract, along with any successors and assigns allowed by AAA9. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the AAA9 or the Provider.

SECTION III. PROGRAM SERVICE INFORMATION

A. The Contractor shall furnish only those types of services that it is certified to furnish by ODA, and only as summarized in Section II. B services. All services furnished by the Contract or under this Agreement must be furnished in the manner and amount authorized by ODA's Designee in its approved plans of care for each consumer served by the Provider. When providing the services for

which reimbursement is available under this Agreement, the Contractor shall comply with the terms of this Agreement and with all state, and federal laws, regulations and policies applicable to the furnishing of those services. Said laws, regulations, and policies shall include, but shall not be limited to compliance with rule 173-3-06.1 of the Administrative Code, if providing adult day services; rule 173-3-06.4 of the Administrative Code if providing homemaker services; rule 173-3-06.5 of the Administrative Code, if providing a personal care service; 173-3-06.6 of the Administrative Code, if providing a transportation service; 173-39-02.6 if providing emergency response services, and 173-39-02.3 Pest Control

- B. The Contractor shall satisfy the service needs of older persons with greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
- C. The Contractor agrees to meet the AAA9's objective for giving service priority to specific consumer groups.
- D. For purposes of this agreement, the AAA9 will implement consumer contribution policy under rule 173-3-07 of the OAC for eligible services and allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under section 315 (b) of the OAA
- E. The Contractor agrees to cooperate with the AAA and ODA to assess the extent of the disaster impact upon persons aged sixty years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the president of the United States declares that the provider's service area is a disaster area.
- F. Providers who are a mandatory reporter agrees to immediately notify the county department of JFS, or the agency the county department of job and family services designates to provide adult protective services, once the Contractor has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation;
- G. Significant changes: If the provider provides goods and services to a consumer that the AAA case manages through a care-coordination program, in the agreement, the AAA shall require the provider to notify the AAA of any significant change that may necessitate a reassessment the case-managed consumer's need for goods and services no later than one day after the provider is aware of a repeated refusal to receive goods or services; changes in the consumer's physical, mental, or emotional status; documented changes in the consumer's environmental conditions; or, other significant, documented changes to the consumer's health and safety. If "one day after" falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately following "one day after" that is not on a weekend or legal holiday
- H. The provider to immediately report any reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation to the local adult protective services program in accordance with section 5101.61 of the Revised Code.
- I. Terminating the provision of goods and services: If the provider provides goods or services to a consumer that the AAA case manages through a 173-3-06 2 care-coordination program, the agreement shall require the provider to notify the AAA and the case-managed consumer in writing of the anticipated last day of goods or services to the case-managed consumer no later than thirty days before the anticipated last day of goods or services, unless the reason for discontinuing the goods or services is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or safety of the provider; the consumer's decision to discontinue the goods or services; or a similar reason why the provider is unable to notify the AAA thirty days before the anticipated last day of goods or services. The provider shall also notify the case-managed consumer how he or she may reach a long-term care ombudsman. If the thirtieth day falls on a weekend or legal holiday, as defined in section 1.14 of the Revised Code, the deadline is extended to the day immediately after the thirtieth day that is not on a weekend or a legal holiday.
- J. The contractor shall comply with the Older Americans Act and any additional federal law governing, or federal rule regulating, the agreement.

- K. Provider qualifications: In the agreement, the AAA shall include the following requirements: (a) When hiring an applicant for, or retaining an employee in, a paid direct-care position, the provider shall review databases and check criminal records according to section 173.38 of the Revised Code and Chapter 173-9 of the Administrative Code, unless the provider is self-employed. If the provider is self-employed, the AAA shall review databases and check criminal records of the provider according to section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code. Division (B)(1) of section 109.572 of the Revised Code requires the bureau of criminal identification and investigation to 173-3-06 3 include sealed criminal records in its criminal records reports for criminal records checks conducted under sections 173.38 and 173.381 of the Revised Code. (b) If a federal, state, or local government regulatory authority prohibits the provider from providing the goods or services required by the agreement, the provider shall notify the AAA of the disciplinary action and the AAA shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to consumers. (6) Sub-contracting: In the agreement, the AAA shall prohibit the provider from sub-contracting any of its duties under the agreement to another provider unless the provider obtains authorization from the AAA before sub-contracting.
- L. The contractor shall comply with any rule in Chapters 173-3 or 173-4 of the Administrative Code regulating agreements in general or the provision of specific goods or services being procured through the agreement
- M. The contractor shall comply with any additional state law governing, or state rule regulating agreements in general or the provision of specific goods or services being procured through the agreement.

SECTION IV: RECORD-KEEPING, CONFIDENTIALITY AND RECORD RETENTION

- A. The Contractor agrees to maintain such accounting records and documents that will permit expeditious determination at any time of the status of funds within this Agreement, including the disposition of all monies received.
- B. The Contractor further agrees to maintain a system of records that clearly tracks the generation of verifiable and billable units of service from the point of service delivery to the point of request for payment, and agrees to cooperate with unit audits of this system by representatives of the AAA9.
- C. The AAA9 agrees only to provide information regarding achieving such conformance as may be provided by the Ohio Department of Aging and/or the federal Administration on Aging directly to the AAA9 and specifically regarding HIPAA implementation for programs funded through both the AAA9 and the Ohio Department of Aging.
- D. The Contractor is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.
- E. The Contractor agrees to store consumer records in a designated, locked storage space in accordance with the Ohio Administrative Code.
- F. In accordance with ODA policy 218.00, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the required three-year retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- G. Client and fiscal records must be made available for audit or inspection upon request by the AAA9, the Ohio Department of Aging and/or the federal Administration on Aging.
- H. The Contractor shall retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables until the latter of:
 - 3 years after the date the Contractor receives payment
 - The date on which ODA, the AAA, or a duly authorized law enforcement official concludes monitoring the records & findings are finally settled

- The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit or the records and any finds are finally settled
- I. The Contractor agrees to return any funds received for providing services, if the provision of the services did not comply with the Administrative Code, the Revised Code, or any other law that regulates the Contractor or the services provided.
- J. Confidentiality: (a) The provider shall not disclose information concerning a consumer unless the provider obtains and retains the consumer's written, informed consent to do so and the purpose for the disclosure is associated with the provider's provision of goods and services to the consumer. (b) The provider shall not disclose information concerning a consumer for a purpose unassociated with the provider's provision of goods and services even if the provider obtains and retains the consumer's written, informed consent to do so. (c) If the provider retains consumers' records electronically, the provider shall store the records in a password-protected file. If the provider does not retain records electronically, the provider shall store consumers' records in a designated, locked storage space
- K. Except as otherwise provided in this Agreement, the Contractor agrees to assure client confidentiality, including using policy, process, handling and storage systems that allow no client-specific information obtained from an individual in conjunction with the service(s) funded by this Agreement to be disclosed, made available or be observable to any party without the informed written consent of the individual and/or the due processes of law for any purpose directly associated with the provision of services.

SECTION V: HIPAA

The Contractor acknowledges that requirements of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") are in effect during this contract period and that the Contractor is ultimately responsible for any and all conformance that may relate to performance under this Agreement, including but not limited to patient rights and the collection, handling, storage, communication and transmission of personal information about individuals. The following applies to this agreement:

ODA's Designee will make available and/or transfer confidential, personally identifiable health information to the Contractor in conjunction with the provider's provision of those services identified in Section B of this Agreement. In receipt of this information, the Contractor recognizes that it is a Business Associate of ODA's Designee for purposes of the federal Health Insurance Portability and Accountability Act, 42 USC §§ 1320 – 1320d-8 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("HITECH").

As a Business Associate of ODA's Designee, the Contractor may use or disclose any personally identifiable health information it receives from ODA's Designee only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] promulgated pursuant to HIPAA, the terms of this Agreement, or more stringent provisions of the law of the State of Ohio which may be applicable.

Further, Contractor agrees as follows:

- A. **Definitions.** Unless otherwise defined in this Agreement, including the definitions stated in the Recitals, which are incorporated into this Section A by reference, capitalized terms have the meanings ascribed to them under HIPAA for purpose of this Agreement:
 - 1. "Designated Record Set" or "DRS" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
 - 2. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

3. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
4. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in HIPAA and shall include ePHI. Specific references to "ePHI" shall be deemed to refer only to PHI in electronic form. All references to PHI or ePHI shall refer only to PHI or ePHI of ODA's Designee disclosed to, accessed, used, held, or created by the Contractor unless specifically stated otherwise.
5. "Required by Law" shall have the meaning ascribed to this term in 45 CFR Section 164.103.
6. "Secretary" shall have the meaning ascribed to this term in 45 CFR Section 160.103.

B. Obligations of the Contractor as to PHI. With regard to the use and/or disclosure of PHI by the Provider, the Contractor agrees as follows:

The PHI and any related information created or received from or on behalf of ODA's Designee is and shall remain the property of the State of Ohio. The Contractor agrees that it acquires no title in or rights to the information, including de-identified information. As between the Contractor and ODA's Designee, all PHI shall be and remain the sole property of ODA's Designee, including any and all forms thereof developed by the Contractor in the course of its fulfillment of its obligations pursuant to this Agreement;

not to use or further disclose PHI other than as permitted or required by the this Agreement, or as Required by Law and to otherwise comply with the provisions of HIPAA applicable to the Provider;

to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of ODA's Designee. The Contractor covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA, conducting a security risk assessment, and training the Contractor employees who will have access to PHI with respect to the policies and procedures required by HIPAA. The Contractor shall provide ODA's Designee with a copy of its written information security program upon request. Upon reasonable notice and during normal business hours, ODA's Designee shall have the right to audit the Provider's compliance with its security program and the terms of this Agreement. The Contractor shall cooperate in such audits and shall provide copies of any documents reasonably requested by ODA's Designee at no charge;

as soon as practicable, but no later than twenty-four (24) hours after it is known to the Provider, or, by exercising reasonable diligence would have been known to the Provider, to notify ODA's Designee of any event involving the creation, access, use, or disclosure of PHI in violation of HIPAA or this Agreement ("Breach Event"). The Contractor shall be deemed to have knowledge of a Breach Event if such Breach Event is known, or by exercising reasonable diligence would have been known, to any person, other than a person involved in the Breach Event, who is a workforce member, subcontractor, or agent of the Contractor(determined in accordance with the federal common law of agency). Within ten (10) days after initially notifying ODA's Designee, the Contractor shall provide to ODA's Designee a written report of the Breach Event. The written report of the event shall include the following: (i) the nature of the non-permitted or violating creation, access, use, or disclosure; (ii) the PHI created, accessed, used, or disclosed; (iii) who accessed the PHI; (iv) what corrective action the Contractor took or will take to prevent further non-permitted or violating creation, accesses, uses, or disclosures; and (v) what the Contractor did or will do to mitigate harm to residents and to protect against any further improper uses and disclosures. The Contractor shall fully cooperate with ODA's Designee in its investigation of any

event. The Contractor shall notify its workforce and any agents or subcontractors with access to PHI of the Provider's obligation to immediately notify ODA's Designee of such an event;

in the event of a Breach Event, at its sole expense and to the fullest extent practicable, to mitigate any harmful effect of such Breach Event that is known to the Provider. The Contractor shall coordinate mitigation efforts with ODA's Designee;

to obtain and maintain an agreement with each director, officer, subcontractor, employee, affiliate, agent, and representative that has or will have access to PHI, which is received from, or created or received by, the Contractor on behalf of ODA's Designee, pursuant to which agreement such director, officer, subcontractor, employee, affiliate, agent, and representative agrees to be bound by the same restrictions, terms, and conditions that apply to the Contractor pursuant to this Agreement with respect to such PHI. The Contractor shall also (i) obtain reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify the Contractor of any instances of which it is aware in which the confidentiality of the Protected Health Information has been compromised;

in order to allow ODA's Designee to respond to a request by an Individual for access pursuant to 45 CFR Section 164.524, within five (5) business days of a written request by ODA's Designee for access to PHI about an Individual contained in a Designated Record Set, to make available to ODA's Designee such PHI for so long as such information is maintained in the Designated Record Set. In the event any Individual requests access to PHI directly from the Provider, the Contractor shall forward such request to ODA's Designee within two (2) business days. Before forwarding any PHI to ODA's Designee, the Contractor shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 CFR Section 164.524. Any denial of access to PHI determined by ODA's Designee pursuant to 45 CFR Section 164.524, and conveyed to the Contractor by ODA's Designee, shall be the responsibility of ODA's Designee, including resolution or reporting of all appeals and/or complaints arising from denials. The Contractor shall support ODA's Designee in a manner that enables ODA's Designee to meet its obligations under 45 CFR Section 164.524;

in order to allow ODA's Designee to respond to a request by an Individual for an amendment pursuant to 45 CFR Section 164.526, within five (5) business days of a written request by ODA's Designee for an amendment to PHI about an Individual contained in a Designated Record Set, to make available to ODA's Designee such PHI for so long as such information is maintained in the Designated Record Set. In the event any Individual requests amendment of PHI directly from the Provider, the Contractor shall forward such request to ODA's Designee within two (2) business days. Before forwarding any PHI to ODA's Designee, the Contractor shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 CFR Section 164.526. Any denial of amendment to PHI determined by ODA's Designee pursuant to 45 CFR Section 164.526, and conveyed to the Contractor by ODA's Designee, shall be the responsibility of ODA's Designee, including resolution or reporting of all appeals and/or complaints arising from denials. The Contractor shall support ODA's Designee in a manner that enables ODA's Designee to meet its obligations under 45 CFR Section 164.524. Within ten (10) business days of receipt of a request from ODA's Designee to amend an Individual's PHI in the Designated Record Set, the Contractor shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526;

to permit ODA's Designee and Secretary and other regulatory and accreditation authorities to audit the Provider's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of, ODA's Designee in order to ensure that ODA's Designee and the Contractor are in compliance with HIPAA;

to track all disclosures of PHI to third parties, including those made to the Provider's directors, officers, subcontractors, employees, affiliates, agents, and representatives, other than those disclosures that meet the exception criteria of 45 CFR Section 164.528. The Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the ODA's Designee to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The parties acknowledge that for disclosures made through an Electronic Health Record, as defined pursuant to the HITECH Act, the Provider's accounting obligations may include disclosures by the Contractor for purposes of Treatment, Payment and Health Care Operations ("TPO Accounting"). When final regulations or other applicable final Guidance as to such a requirement are published, the parties shall meet and confer about an appropriate amendment to this Agreement to reflect the Provider's obligations for a TPO Accounting and/or otherwise under such final regulations or Guidance. To the extent the parties are unable to agree on an appropriate amendment, they shall proceed under the provisions of Section H of this Article, with ODA's Designee providing the Amendment Notice;

The Contractor understands that ODA's Designee is subject to state and federal laws governing the confidentiality of the information. The Contractor agrees to abide by all such laws, whether or not fully articulated herein, and to keep the information in the same manner and subject to the same standards as is required by ODA's Designee.

to disclose to its subcontractors, agents, or other third parties, and request from the ODA's Designee, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under this Agreement; and

to provide adequate training to its employees and subcontractors to ensure compliance with this Article.

C. Permitted Uses and Disclosures of PHI by the Provider.

The Contractor warrants that the Provider, its directors, officers, subcontractors, employees, affiliates, agents, and representatives: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (ii) shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or required by law; and (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by ODA's Designee.

Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, the Contractor may use the PHI received from ODA's Designee if necessary for (i) the proper management and administration of The Provider; or (ii) to carry out the legal responsibilities of The Provider.

D. Obligations of ODA's Designee. With regard to the use and/or disclosure of PHI by the Provider, ODA's Designee agrees as follows:

that ODA's Designee, its directors, officers, subcontractors, employees, affiliates, agents, and representatives: (i) shall comply with the Privacy Rule in its use or disclosure of PHI; (ii) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (iii) shall not

request the Contractor to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by ODA's Designee; and (iv) may request the Contractor to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule;

to inform the Contractor of any changes in the form of notice of privacy practices (the "Notice") that the ODA's Designee provides to individuals, and provide the Contractor a copy of the Notice currently in use;

to inform the Contractor of any changes in, or withdrawal of, the consent or authorization provided to the ODA's Designee by individuals with respect to the individual's PHI; and

to notify the Contractor in writing of any arrangements permitted or required of the ODA's Designee, including, but not limited to, restrictions on use and/or disclosure of PHI agreed to by the ODA's Designee that may impact the use and/or disclosure of PHI by the Contractor under this Agreement.

E. Indemnification and Insurance. The Contractor shall indemnify, defend and hold harmless ODA and ODA's Designee and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all liabilities, costs, claims, suits, actions, proceedings, demands and losses (including court costs and reasonable attorneys' fees), expert witness fees, and costs of breach notification, investigation, credit protection, call center fees, and any civil monetary penalties or other fines imposed by HHS or any State Attorney General arising from or relating to the acts or omissions of The Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Provider's performance under this Agreement or otherwise arising from or related to the Provider's violation of HIPAA, without regard to any limitation or exclusion of damages provision otherwise set forth in this Agreement.

F. Injunctive Relief. Notwithstanding any rights or remedies under this Agreement or provided by law, ODA and ODA's Designee retain all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Provider, any of its subcontractors or agents, or any third party who has received PHI from Provider.

G. Ambiguities, Strict Performance and Priorities. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and the regulations promulgated thereunder. Any conflicts in the security and privacy terms and conditions of this Agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

Section VI: Notice Requirements

Any notice required to be given under this Agreement to one of the parties to this Agreement shall either be hand delivered or sent by first class United States mail, postage prepaid, and addressed as follows:

A. If to ODA's Designee: Area Agency on Aging Region 9, Inc.
1730 Southgate Parkway

Cambridge, Ohio 43725
Attn: James Endly, Executive Director

B. If to the Provider: **BELMONT COUNTY COMMISSIONERS DBA
SENIOR SERVICES OF BELMONT COUNTY**
67650 Oakview Drive
St. Clairsville, Ohio 43950
Attn: Compliance Manager

SECTION VII: CONTROL POLICIES

- A. The AAA9 will make every effort to conduct only reasonable and necessary amounts and types of monitoring and auditing activity in order to minimize distractions, costs and loss of productivity by the Provider.
- B. The Contractor understands that it will be monitored periodically by a representative(s) from the AAA9 and/or the Ohio Department of Aging and/or the federal or State government. The monitoring will determine whether the Provider's activities and obligations are being carried out as specified by this Agreement and by other State and federal laws, rules and regulations. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the related Contractor accounts, documents and records, unit of service verification or auditing and the utilization of special tests, assessment devices and rating scales. The AAA9 reserves the right to make final determination of the monitoring methods and activities to be used and the information to be reviewed and collected.
- C. The AAA9 shall at all times, with or without advance notice, have the right to visit, inspect and observe activities, sites, products and procedures of the Contractor for the purpose of determining compliance with this Agreement's terms, Conditions of Participation, Service Specifications and all applicable laws and regulations of any kind. The AAA9 shall at any reasonable time have the right to access and audit any and all books, documents, plans and records, financial or otherwise, pertinent to the delivery of contracted services and provisions of this Agreement.
- D. Adequate measures will be taken by the AAA9 to ensure that records of a confidential nature will not be compromised. It shall be the responsibility of the Contractor to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. The release shall permit authorized AAA9, Ohio Department of Aging or other State or federal representatives to examine said personal information for evaluation and monitoring purposes.
- E. The AAA9 specifically reserves the privilege to attend meetings of the Contractor Board or other governing body and to have direct communication with appropriate governing body officers and members regarding performance under this Agreement.
- F. Provider agrees to comply with Uniform administrative requirements, cost principles, and audit requirements for federal awards: The agreement shall comply with 45 C.F.R. 75.327 to 75.335 (December 26, 2014), including Appendix II to 45 C.F.R., Part 75 (December 26, 2014).
- G. Contractors are to retain any record relating to costs, goods and services provided, supporting documentation for payment of goods and services provided, and all deliverables until the last of the following dates: (i) Three years after the date the provider receives payment for the goods or services. (ii) The date on which ODA, the AAA, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled. 173-3-06 4 (iii) The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit of the records and any findings are finally settled.

SECTION VIII: APPLICABLE FEDERAL, STATE AND LOCAL LAWS REGULATIONS AND ESTABLISHED GUIDELINES

- A. The Contractor shall conform to the requirements of all applicable federal, State and local laws, rules, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:
1. Older Americans Act of 1965, as amended;
 2. Civil Rights Act of 1964, as amended;
 3. Section 504 of the Rehabilitation Act of 1973, as amended;
 4. Age Discrimination Act of 1975, as amended;
 5. Federal Labor Standards Act of 1938, as amended;
 6. Age Discrimination in Employment Act of 1967, as amended;
 7. Americans with Disabilities Act of 1990;
 8. Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA");
 9. Drug Free Work Place Act of 1988;
 10. Ohio Administrative Code 173:3:1-13 (Criminal Background Checks); and
 11. State and local health, fire, safety, zoning, licensing and sanitation codes, rules or regulations.
- a. The Contractor shall submit copies of all related current licenses to the AAA9 before performing services under this Agreement and within ten (10) working days of receiving renewal of any related license during the course of the Agreement.
- B. The Contractor shall require any subcontractors to conform to the foregoing requirements in all subcontracts for work under this Agreement.

SECTION IX: SPECIFIC AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITIES, SECTION 504 HANDICAPPED ACCESSIBILITY REQUIREMENTS, AND AMERICANS WITH DISABILITIES ACT REQUIREMENTS

- A. The following posters and notices will be prominently displayed at Provider's main office:
1. EEO policy statement
 2. EEO posters
 3. Job vacancies
 4. Training sessions available
 5. Discrimination complaint procedures
- B. The Contractor shall furnish the AAA9 with the latest annual update of its Affirmative Action Plan within 90 days after signing this Agreement.
- C. The Contractor understands any amendments to laws, rules, or regulations cited in this Agreement will result in a correlative modification to the Contractor agreement without the necessity of executing a written amendment.
- D. The Contractor shall furnish the AAA9 with the latest Section 504 Accessibility survey within 90 days after signing this Agreement.
- D. The Contractor shall be compliant with all related requirements of the Americans with Disabilities Act (ADA).
- E. The Contractor shall be compliant with regarding Equal Employment Opportunities required under Appendix A to 45 C.F.R 74 or 45 C.F. R. 92.36 (i).

SECTION X: REIMBURSEMENT FOR SERVICES PROVIDED

- A. The Contractor is reimbursed upon providing authorized units of service in accordance with the Conditions of the Ohio Administrative Code service specifications, to individuals identified by the AAA9 as eligible according to the terms and conditions of the agreement.

- B. Care Coordination funds will be made payable to the Contractor monthly on a reimbursement basis contingent upon the conditions of this agreement being met and upon funds being available to the AAA9. AAA9 shall have an executed contract with the Provider, prior to any disbursement of funds to that Provider. AAA9 is responsible for adhering to all Ohio Department of Aging policies and Ohio Administrative Code as well as all state and federal regulations governing contracting.
- C. During the term of this Agreement, Care Coordination funds may be made available to the Contractor subject to the availability of such funds to the AAA9 from the Ohio Department of Aging or other funding source(s), subject to the terms and conditions as stated herein and any related State or federal law, rule or regulation. These funds may include, but not be limited to: Title III-B CFDA# 93.044, Title III-E CFDA# 93.052, Senior Community Services Block Grant and/or Alzheimer's Respite Site Services funds or other State funds administered by the Ohio Department of Aging; or other funds made available to the AAA9.
- D. The AAA9 reserves the right and privilege to make contractual earnings payments from multiple allowable sources without advance notice to the Contractor when in the best interest of funding utilization, pursuant to AAA9 Board of Trustees action on July 26, 2001 et al; the AAA9 further reserves the right and privilege to change the designated source of funds retroactively without prior notice to the Contractor when in the best interests of the AAA9 and the community, with subsequent notice to the Contractor of such changes as appropriate for auditing purposes.
- E. In the event that the Contractor is paid for services not allowable under the terms of this agreement, the amount of overpayment will be deducted from future reimbursement. If the amount of future reimbursement is insufficient to cover this obligation, the AAA9 shall require payment back from the Contractor within 30 days of such notice.
- F. The Contractor shall submit all billing to the AAA9 within the timelines and in the format established by the AAA9 and/or the Ohio Department of Aging.
- G. AAA9 will have a goal of making payment within 45 days of receipt of a correct invoice in the required format and based on the availability of funds; however, other factors may delay such payment at the discretion of the AAA9.
- H. All back billings are due to the AAA9 within 90 days from the date of service; however, the AAA9 shall have the right to refuse to process Contractor claims when claims are not received within 30 days of the end of the contract period in which the services were delivered.

SECTION XI: AMENDMENTS OR TERMINATION

- A. Amendments to this agreement may be executed only upon the amendment being placed in writing and signed by both parties.
- B. Any amendments to laws, rules, or regulations cited in the Contractor agreement will result in a correlative modification to the Contractor agreement without the necessity of executing a written amendment;
- C. This agreement may be terminated, modified, or suspended by the AAA9 at any time if the Contractor is found to be in significant non-compliance with the terms of this Agreement, the Conditions of Participation and/or the OAC service requirements.
- D. This agreement may be terminated by either party upon 60 days' advance notice to the other party.
- E. The AAA9 may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the Contractor agreement was entered into inappropriately

SECTION XII: APPEALS

- A. For services reimbursed by Older American Act funds, the AAA shall honor all written request for appeal hearings that are submitted by providers against whom an AAA has taken an adverse action. The appeal process will be followed according to 173-3-09 of the Ohio Administrative Code.

SECTION XIII. INSURANCE

- A. The Contractor shall secure and maintain at least the following minimum amounts of insurance. The Contractor shall have evidence of at least one million dollars of commercial liability insurance coverage and insurance coverage for consumer loss due to theft or property damage. The Contractor must maintain a written procedure describing the step-by-step instructions a consumer may follow to file a claim. Additionally, providers must meet insurance guidelines as required by federal, state and local laws required for services including but not limited to;
 - 1. Workers Compensation Insurance
 - 2. Employee bond coverage, appropriate to the type of service(s) provided
- B. The insurance required under this contract shall cover the acts or omissions of paid employees, subcontractors, and agents of and volunteers working for the Contractor or working for any subcontractors. Responsibility for assuring such insurance coverage is the sole responsibility of the Provider.
- C. Liability insurance required under this Agreement (except medical professional liability) shall name the AAA9 as an additional insured and shall contain a provision that requires at least a 30-day written notice to the AAA9 prior to any cancellation or termination. Contractor shall deposit a Certificate of Insurance and a certificate evidencing Workers' Compensation coverage with the AAA9 prior to the provision of services under this Agreement. If renewal of such insurance occurs during the term of this Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the AAA9 within ten (10) working days of said renewal.
- D. The Contractor shall have the insurance described above in full force and effect prior to the commencement of work under this contract. The insurance will be maintained in full throughout the life of this contract. The Contractor shall require the same amount of insurance from all subcontractors utilized under this contract.
- E. Said policy or policies of insurance required under this contract shall contain a provision that will require notice to the AAA9 prior to any cancellation or termination. The Contractor shall deposit a copy of the insurance policy or policies with the AAA9 prior to commencement of any work under this contract.

SECTION XIV: QUALITY ASSURANCE

- A. Providers under this contract must maintain a quality assurance system in service delivery, as specified in AAA9 Policy 608.0. Quality assurance includes professional service standards, program monitoring and quality assurance (steps that assure that services being delivered are of high quality).
- B. Providers must adopt and adhere to Ohio Department of Aging service standards if providing a service for which such standards exist. The Contractor accepts that if, during the contract period, additional standards are adopted by the Ohio Department of Aging or if existing standards are revised or amended, under this contract the Contractor must adopt and adhere to the new or revised standards to continue to provide such service.
- C. The Contractor agrees that for areas of structural non-compliance identified in AAA9 performance reviews or other monitoring activities, the AAA9 can impose suspension of payment or other appropriate sanction until measures are taken by Contractor that correct the existing area of non-compliance.
- D. Any Contractor that does not meet the requirements of this section will be subject to the following at the discretion of the AAA9 Executive Director:
 - 1. For the current contract period, suspension of any subsequent payments or reimbursements until plan of correction acceptable to the AAA9 or completion of a structural compliance correction if non-compliant for more than 90 days or other period as notified by AAA9; and/or,
 - 2. For the next contract period, denial of contracting, contract suspension or all

payments being withheld until receipt of plan of correction acceptable to the AAA9 or completion of a structural compliance correction if non-compliant for more than 90 days or other period as notified by AAA9 in the prior period; and/or,

3. For conditions endangering AAA9 credibility, AAA9 funds or clients supported with AAA9 funds, immediate contract termination.

SECTION XVI: AAA9 FOCAL POINTS

The Agency recognizes the organizations listed in Exhibit A as Community Focal Points and the Contractor acknowledges a responsibility to coordinate & cooperate in service delivery with these agencies.

SECTION XVII: TERM OF THIS AGREEMENT

- A. This agreement by and between the Contractor and the AAA9 shall be effective on **JANUARY 1, 2018** and shall remain in effect, unless amended or terminated, through **DECEMBER 31, 2019** if the following conditions exist:
 - a. If after the first year the Contractor does not demonstrate satisfactory performance, the AAA may terminate the agreement;
 - b. If funds are not available to pay for the service, product, or program for a subsequent year, the AAA may terminate the agreement; or
 - c. If a situation arises that was unforeseen at the time that the AAA and the Contractor entered into the Contractor agreement, the AAA may terminate the agreement. Examples of an unforeseen situation are a change in the market conditions or a change in the law that regulates the service, product, or program that is procured by the agreement.

SECTION XVIII: DEBARMENT AND SUSPENSION

By entering into this Agreement, Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any state or federal department or agency. For purposes of this agreement, the term "principal" is defined as an officer, director, owner, partner, principal investigator, or other person within the Provider's organization with management or supervisory responsibilities related to the provision of services under this Agreement, or a consultant or other person who occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the services authorized for reimbursement under this Agreement.

SECTION XIX: EXECUTIVE ORDER 2011-12K BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

Contractor agrees to abide by the Executive Order 2011-12K. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The Contractor acknowledges that for purposes of the Executive Order, the Contractor shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Legal Name of Provider:
BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY
x Mark Thomas x J.P. Dutton x Josh Meyer 1/3/18
Signature of Authorized Representative of the Provider Date

MARK A. THOMAS, PRESIDENT, J. P. DUTTON, VICE PRES., JOSH MEYER, MEMBER
Printed Name and Title of Authorized Representative of the Provider

Legal Name of Agency:
Area Agency on Aging Region 9, Inc.

James A. Endly 12/29/17
Signature of Authorized Representative of the Agency Date

James A. Endly, Executive Director/CEO
Printed Name and Title of Authorized Representative of the Agency

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

OPEN PUBLIC FORUM-Richard Hord inquired about items on the Commissioners’ wish list for 2018. Mr. Meyer said to continue the momentum that they started in 2017. Mr. Dutton said to get funding secured for the water and sewer district, discussions are needed regarding county roads and to continue to coordinate economic development efforts. Mr. Thomas said balanced budget, infrastructure improvement and continued work on long term debt, existing debt and refinancing of debt. Also continued upgrades in regards to physical facilities whether existing or new facilities and all issues that lay the foundation for job creation.

RECESS

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:10 A.M.
Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 9:10 a.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Read, approved and signed this 10th day of January, 2018.

Mark A. Thomas /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/ PRESIDENT

Jayne Long /s/ CLERK