

St. Clairsville, Ohio

December 20, 2018

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer and Mark A. Thomas, 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 APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$668,992.08

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--|--|--------------|
| E-0011-A001-B02.002 Salaries | E-0011-A001-B03.010 Supplies | \$800.00 |
| E-0011-A001-B02.002 Salaries | E-0011-A001-B09.003 PERS | \$1,619.27 |
| E-0011-A001-B02.002 Salaries | E-0012-A001-B12.002 Salaries | \$670.00 |
| E-0011-A001-B02.002 Salaries | E-0012-A001-B14.003 PERS | \$45.20 |
| E-0011-A001-B02.002 Salaries | E-0013-A001-B18.003 PERS | \$119.36 |
| E-0013-A001-B16.002 Salaries | E-0011-A001-B03.010 Supplies | \$1,094.00 |
| E-0021-A002-E02.002 Salaries | E-0021-A002-E03.000 Supplies | \$90,740.00 |
| E-0021-A002-E09.002 PERS | E-0021-A002-E03.000 Supplies | \$6,096.78 |
| E-0051-A001-A24.000 Infrastructure | E-0257-A015-A15.074 Transfers Out | \$300,000.00 |
| E-0051-A001-A50.000 Budget Stabilization | E-0131-A006-A02.002 Salaries-Admin | \$15,000.00 |
| E-0051-A001-A50.000 Budget Stabilization | E-0131-A006-A03.002 Salaries-Jail | \$72,000.00 |
| E-0051-A001-A50.000 Budget Stabilization | E-0131-A006-A13.003 PERS/SPRS | \$21,072.52 |
| E-0051-A001-A50.000 Budget Stabilization | E-0040-A002-G02.002 Salaries-Employees | \$22,216.38 |
| E-0051-A001-A50.000 Budget Stabilization | E-0040-A002-G08.003 PERS | \$783.62 |
| E-0054-A006-F01.002 Salaries-Employees | E-0054-A006-F05.003 PERS | \$693.42 |
| E-0111-A001-E02.002 Salaries-Employees | E-0111-A001-E09.003 PERS | \$12,986.70 |
| E-0111-A001-E02.002 Salaries-Employees | E-0111-A001-E09.003 PERS | \$810.00 |
| E-0121-A006-B08.000 Travel | E-0121-A006-B09.003 PERS | \$734.59 |
| E-0151-A002-F09.000 Other Expenses | E-0151-A002-F07.003 PERS | \$358.11 |
| E-0170-A006-G02.002 Salaries | E-0170-A006-G09.003 PERS | \$1,958.29 |
| E-0257-A017-A00.000 Contingencies | E-0131-A006-A04.002 Salaries-Road | \$126,927.48 |

J00 REAL ESTATE ASSESSMENT

| FROM | TO | AMOUNT |
|------------------------------------|-------------------------------|-------------|
| E-1310-J000-J01.002 Salaries | E-1310-J000-J03.011 Contracts | \$21,620.07 |
| E-1310-J000-J04.003 PERS | E-1310-J000-J03.011 Contracts | \$4,364.54 |
| E-1310-J000-J06.000 Other Expenses | E-1310-J000-J03.011 Contracts | \$50,186.38 |
| E-1310-J000-J08.005 Medicare | E-1310-J000-J03.011 Contracts | \$1,500.00 |
| E-1310-J000-J16.007 Unemployment | E-1310-J000-J03.011 Contracts | \$2,828.74 |

M67 ALTERNATIVE SCHOOL/JUVENILE COURT

| FROM | TO | AMOUNT |
|------------------------------|-----------------------------------|----------|
| E-0400-M067-M04.005 Medicaid | E-0400-M067-M12.074 Transfers Out | \$153.80 |

M78 TITLE IV-E REIMBURSEMENT

| FROM | TO | AMOUNT |
|------------------------------------|-------------------------------------|-------------|
| E-0400-M078-M05.000 Other Expenses | E-0400-M078-M02.008 Fringe Benefits | \$25,000.00 |

P05 WWS #3 REVENUE FUND/BCSSD

| FROM | TO | AMOUNT |
|-------------------------------|-------------------------------|-------------|
| E-3702-P005-P45.000 Utilities | E-3702-P005-P18.010 Supplies | \$70.00 |
| E-3702-P005-P45.000 Utilities | E-3702-P005-P19.012 Equipment | \$350.00 |
| E-3702-P005-P45.000 Utilities | E-3702-P005-P23.011 Services | \$19,000.00 |

P53 SSD #2 REVENUE FUND/BCSSD

| FROM | TO | AMOUNT |
|-------------------------------|------------------------------------|-------------|
| E-3705-P053-P01.002 Salaries | E-3705-P053-P09.000 Sewer Disposal | \$2,200.00 |
| E-3705-P053-P02.010 Supplies | E-3705-P053-P09.000 Sewer Disposal | \$3,200.00 |
| E-3705-P053-P03.012 Equipment | E-3705-P053-P09.000 Sewer Disposal | \$12,800.00 |
| E-3705-P053-P05.000 Materials | E-3705-P053-P09.000 Sewer Disposal | \$5,000.00 |
| E-3705-P053-P07.011 Service | E-3705-P053-P09.000 Sewer Disposal | \$5,000.00 |
| E-3705-P053-P13.003 PERS | E-3705-P053-P09.000 Sewer Disposal | \$5,200.00 |
| E-3705-P053-P25.000 Utilities | E-3705-P053-P09.000 Sewer Disposal | \$35,000.00 |
| E-3705-P053-P07.011 Service | E-3705-P053-P19.000 Sludge | \$4,000.00 |
| E-3705-P053-P35.005 Medicare | E-3705-P053-P18.012 York Renov | \$50.00 |

S12 PORT AUTHORITY

| FROM | TO | AMOUNT |
|---|--------------------------------------|---------|
| E-9799-S012-S07.000 Professional Services | E-9799-S012-S02.006 Health Insurance | \$33.36 |

S33 DISTRICT DETENTION HOME/SARGUS

| FROM | TO | AMOUNT |
|------------------------------|-------------------------------------|----------|
| E-0910-S033-S34.010 Supplies | E-0910-S033-S47.006 Hospitalization | \$738.84 |

S49 MENTAL HEALTH/MHRB

| FROM | TO | AMOUNT |
|---------------------------------------|------------------------------|------------|
| E-2310-S049-S54.011 Contract Services | E-2310-S049-S49.002 Salaries | \$3,500.00 |

S54 MEDIATION SERVICES/COMMON PLEAS

| FROM | TO | AMOUNT |
|----------------------------|--------------------------|------------|
| E-1544-S054-S01.002 Salary | E-1544-S054-S02.003 PERS | \$2,000.00 |

S70 BELMONT COUNTY SENIOR PROGRAMS

| FROM | TO | AMOUNT |
|---------------------------------------|--|------------|
| E-5005-S070-S05.011 Contract Services | E-5005-S070-S06.006 Hospitalization | \$2,525.92 |
| E-5005-S070-S05.011 Contract Services | E-5005-S070-S22.006 Dental, Vision, & Life | \$256.59 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--|--------------------------------------|--------------|
| E-0056-A006-E01.002 Salaries-Employees | E-0056-A006-E05.000 Contract Repairs | \$8,153.55 |
| E-0051-A001-A24.000 Infrastructure | E-0055-A004-B19.000 County Buildings | \$314,739.74 |
| E-0051-A001-A50.000 Budget Stabilization | E-0055-A004-B19.000 County Buildings | \$36,685.86 |
| E-0257-A015-A14.000 Attorney Fees | E-0055-A004-B19.000 County Buildings | \$412,405.36 |
| E-0257-A015-A15.074 Transfers Out | E-0055-A004-B19.000 County Buildings | \$809,160.40 |
| E-0257-A017-A00.000 Contingencies | E-0055-A004-B19.000 County Buildings | \$48,331.67 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--------------------------------------|-------------------------------------|-------------|
| E-0011-A001-B03.010 Supplies | E-0011-A001-B02.002 Salaries | \$112.96 |
| E-0052-A001-A91.003 PERS | E-0052-A001-A90.002 Salaries-Nurses | \$308.62 |
| E-0121-A006-B02.002 Salaries | E-0121-A006-B08.000 Travel | \$0.03 |
| E-0131-A006-A08.000 Food | E-0131-A006-A03.002 Salaries-Jail | \$44,581.60 |
| E-0131-A006-A09.000 Medical Expenses | E-0131-A006-A02.002 Salaries-Admin | \$10,154.71 |
| E-0131-A006-A09.000 Medical Expenses | E-0131-A006-A03.002 Salaries-Jail | \$22,507.75 |
| E-0181-A003-A09.003 PERS | E-0181-A003-A02.002 Salaries | \$0.01 |

J00 REAL ESTATE/AUDITORS

| FROM | TO | AMOUNT |
|------------------------------|------------------------------|----------|
| E-1310-J000-J08.005 Medicare | E-1310-J000-J01.002 Salaries | \$188.30 |

S70 BELMONT COUNTY SENIOR PROGRAMS

| FROM | TO | AMOUNT |
|----------------------------------|---------------------------------------|------------|
| E-5005-S070-S03.004 Workers Comp | E-5005-S070-S05.011 Contract Services | \$2,782.51 |

S77 COMM-BASED CORRECTIONS ACT GRANT

| FROM | TO | AMOUNT |
|--------------------------|------------------------------|----------|
| E-1520-S077-S03.003 PERS | E-1520-S077-S01.002 Salaries | \$218.29 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds as follows:

A00 GENERAL FUND AND THE S12 PORT AUTHORITY

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|--------------|
| E-0257-A015-A15.074 Transfers Out | R-9799-S012-S04.574 Transfers In | \$300,000.00 |

A00 GENERAL FUND AND THE Y91 EMPLOYER’S SHARE HOLDING ACCOUNT

| FROM | TO | AMOUNT |
|-----------------------------------|-------------------------------------|----------------|
| E-0257-A015-A15.074 Transfers Out | R-9891-Y091-Y01.500 Hospitalization | \$2,800,000.00 |

M67 ALTERNATIVE SCHOOL AND THE M60 CARE & CUSTODY/JUVENILE COURT

| FROM | TO | AMOUNT |
|-----------------------------------|------------------------------------|----------|
| E-0400-M067-M12.074 Transfers Out | R-0400-M060-M05.500 Other Receipts | \$153.80 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 20, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

| | | |
|---|---|-------------|
| <u>A00 GENERAL FUND</u> | | |
| E-0061-A002-B04.012 | Equipment | \$9,104.26 |
| E-0061-A002-B07.000 | Jurors’ Fee | \$21,470.00 |
| E-0061-A002-B11.000 | Substitute Court Reporter & Visiting Judges | \$1,128.63 |
| E-0061-A002-B12.000 | Other Expenses | \$39,483.74 |
| E-0141-A001-C03.010 | Supplies | \$269.32 |
| E-0181-A003-A11.000 | Other Expenses | \$44,861.74 |
| <u>J00 REAL ESTATE ASSESSMENT</u> | | |
| E-1310-J000-J06.000 | Other Expenses | \$5,331.12 |
| <u>L01 SOIL CONSERVATION/BSWCD</u> | | |
| E-1810-L001-L02.010 | Supplies | \$1,609.49 |
| E-1810-L001-L05.011 | Contract Services | \$263.38 |
| E-1810-L001-L08.000 | Scholarship/Education | \$2,790.02 |
| E-1810-L001-L09.000 | Travel | \$542.48 |
| E-1810-L001-L14.000 | Other Expenses | \$28.94 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following meeting dates:

****DECEMBER 5, 2018****

N29CAPITAL PROJECTS – FACILITIES

| | | |
|---------------------|----------------------------|--------------|
| E-9029-N029-N19.055 | Renovations of HP Building | \$619,246.43 |
|---------------------|----------------------------|--------------|

****DECEMBER 20, 2018****

A00 GENERAL FUND

| | | |
|---------------------|---------------------|----------------|
| E-0057-A006-F06.011 | Veterinary Services | \$1,611.58 |
| E-0257-A015-A15.074 | Transfers Out | \$3,228,416.12 |
| E-0257-A015-A15.074 | Transfers Out | \$4,659,377.44 |
| E-0257-A017-A00.000 | Contingencies | \$4,501.39 |

L01 SOIL CONSERVATION/BSWCD

| | | |
|---------------------|----------------|------------|
| E-1810-L001-L14.000 | Other Expenses | \$1,833.33 |
|---------------------|----------------|------------|

S12 PORT AUTHORITY

| | | |
|---------------------|--------------------------|--------------|
| E-9799-S012-S20.000 | Property Sales/Purchases | \$300,000.00 |
|---------------------|--------------------------|--------------|

OAKVIEW JUVENILE REHABILITATION

| | | |
|---------------------|-----------------|-------------|
| E-8010-S030-S72.000 | Capital Repairs | \$34,850.00 |
| E-8011-S032-S00.000 | Activity Fund | \$1,263.89 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,611.58 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 12/14/18.

OIL & GAS RECEIPTS /GENERAL FUND-\$3,228,416.12 in Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates.

REIMBURSEMENT FROM SHERIFF/DECEMBER 2018-\$4,501.39 deposited into R-0050-A000-A40.500 on 12-12-18.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

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

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Dave Carter to Columbus, OH, on February 5-7, 2019, to attend training at the Supreme Court.

HUMAN RESOURCES-Katie Bayness to Akron, OH, on January 15, 2019, to attend the fact-finding meeting for the Water & Sewer District Union. Katie Bayness to Bellville, OH, on January 30, 2019, to attend the CLCCA meeting. Katie Bayness to Lewis Center, OH, on February 3-5, 2019, to attend the OHPELRA’s 35th Annual Training. Estimated cost: \$587.00. County vehicles will be used for travel.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 12, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

Mr. Dutton made the following announcement:

- No meeting will be held the week of December 23, 2018, due to the Christmas holiday.
- Thursday, January 3, 2019, instead of Wednesday, January 2, 2019, due to the New Year’s holiday.

Note: All other meetings will be on Wednesdays at 9:00 a.m. as usual.

IN THE MATTER OF

BUGALA SUBDIVISION

FLUSHING TWP., SEC. 15, T-9, R-5

[Belmont Co. Commissioners

[Courthouse

[St. Clairsville, Ohio 43950

[Date December 20, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Bugala Subdivision, Flushing Township Sec 15, T-9, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Mindy Kay Wilson, F.O., Flushing Township Trustees, 122 Northwest St., Flushing, OH 43977
You are hereby notified that the 9th day of January, 2019, at 10:15 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.
Jayne Long /s/
Clerk of the Board

- Mail by certified return receipt requested
- cc: Flushing Township Trustees
Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF

EBBERT ACRES

RICHLAND TWP., SEC. 33, T-6, R-3

[Belmont Co. Commissioners

[Courthouse

[St. Clairsville, Ohio 43950

[Date December 20, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Ebbert Acres, Richland Township, Sec 33, T-6, R-3 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Cindi Henry, F.O., Richland Township Trustees, PO Box 16, St. Clairsville OH 43950
You are hereby notified that the 9th day of January, 2019, at 10:25 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.
Jayne Long /s/
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF AUTHORIZATION FOR THE COUNTY OF BELMONT TO PICK UP THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR THE EMPLOYEES OF THE COUNTY PURSUANT TO INTERNAL REVENUE CODE SECTION 414(H)(2).

WHEREAS, pursuant to federal and Ohio laws, the employees of the County of Belmont could defer the federal and state income taxes on a portion of their wages or salaries if the County of Belmont would “pick up” (assume and pay) the statutorily required contribution by such elected officials and covered employees to Ohio Public Employees Retirement System (OPERS); and WHEREAS, the County of Belmont will not incur any additional costs in the deferment of federal and state income taxes.

NOW THEREFORE BE IT ORDAINED BY THE COUNTY OF BELMONT OHIO, THAT:

SECTION 1: Effective January 1, 2019, the full amount of the statutorily required contributions to OPERS shall be withheld from the gross pay of each person within any of the classes established in Section 2 herein and shall be “picked up” (assumed and paid to OPERS) by the County of Belmont. This “pick up” by the County of Belmont ‘is, and shall be designated as, public employee contributions and shall be in lieu of contributions to OPERS by each person within any of the classes established in Section 2 herein. No person subject to this “pick up” shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it “picked up” by the County of Belmont or of being excluded from the “pick up”. The County of Belmont shall, in reporting and making remittance to OPERS report that the public employees contribution for each person subject to this “pick up” has been made as provided by the statute.

SECTION 2: The “pick up” by the County of Belmont provided by this ordinance shall apply to all persons that:
Are employees of the County of Belmont who are or become contributing members of OPERS except for: law enforcement, Board of Elections Board members and veterans office employees.

SECTION 3: The County’s method of payment of salary to employees who are participants in OPERS is hereby modified as follows, in order to provide for a salary reduction pick-up of employee contributions to OPERS.

SECTION 4: The total salary for each employee shall be the salary otherwise payable under the County policies. Such total salary of each employee shall be payable by the County in two parts: (a) deferred salary and (b) cash salary. An employee’s deferred salary shall be equal to that percentage of that employee’s total salary which is required from time to time by OPERS to be paid as an employee contribution by that employee, and shall be paid by the County to OPERS on behalf of that employee as a pick-up and in lieu of the OPERS employee contribution otherwise payable by that employee. An employee’s cash salary shall be equal to that employee’s total salary less the amount of the pick-up for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The County shall compute and remit its employer contributions to OPERS based upon an employee’s total salary. The total combined expenditures of the County for such employees’ total salaries payable under applicable County policies and the pick-up provisions of this Resolution shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

SECTION 5: Belmont County and the Auditor thereof are hereby authorized and directed to implement the provisions of this Ordinance to institute the “pick up” of the statutorily required contributions to OPERS for those persons reflected in Section 2 herein so as to enable them to obtain the result in federal and state tax deferments and other benefits.

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the foregoing resolution which upon roll call was unanimously adopted this 20th day of December, 2018.

J. P. Dutton /s/
J. P. Dutton, President
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas
Attest: Jayne Long /s/
Jayne Long, Clerk

**IN THE MATTER OF APPROVING AND SIGNING THE VENDOR AGREEMENTS
FOR TITLE XIX TRANSPORTATION SERVICES/BCDJFS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2019 to December 31, 2019 for the provision of Title XIX transportation services:

| <u>VENDOR</u> | <u>CONTRACT AMOUNT NOT TO EXCEED</u> |
|--------------------------|---|
| Barnesville Taxi Service | \$400,000.00 |
| Martins Ferry EMS | \$400,000.00 |
| Neffs Fire Department | \$400,000.00 |
| NCR Foundation | \$400,000.00 |

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide transportation is made and entered into this 20th day of December, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Barnesville Taxi Service, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2019 through December 31, 2019 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement. Any contractor found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.

TERMINATION/BREACH OF CONTRACT

- E. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.
- F. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- G. *Eligibility for Services:* The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
 - 1. NET is the provision of transport for Medicaid eligible Participants whose Medicaid eligibility has been determined by the CDJFS in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid transportation Contractors who meet Contractor participation requirements in accordance with Chapter 5101:3 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that Addresses the Participant’s medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the Participant’s community as defined in rule 5101:3-24-03 of the OAC, unless the specific service is not available within the community.
- H. Purchase at its own cost and expense all equipment and materials necessary for Contractor to execute its duties identified in this Agreement except such equipment and material specifically listed in Contractor’s Proposal and Budget.
- I. Contractor agrees to engage NET Medicaid Participants in the following activities during the terms of this Agreement:
 - 1. Schedule trips from the Participant’s home to medical appointments and return to Participant’s home.
 - 2. Assure prior to transporting, that Participant is eligible for NET services.
Eligibility should be confirmed through the CDJFS Designee. Contractor acknowledges that CDJFS will not reimburse for Participants who are not verified as eligible each month.
 - 3. Notify the Participant within 24 hours when unable to accommodate the Participant’s request.
 - 4. Track statistics of each Participant. Statistics are captured as a part of the CDJFS billing roster.
 - 5. Maintain manifest or driver’s log for verification of trip destination on Contractor’s site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 6. Contractor must adhere to the Participant’s certification period provided by the CDJFS designee.
- J. CDJFS agrees to the following activities during the term of this Agreement:
 - 1. Provide those requesting NET services with Contractor information.
 - 2. Contractor is responsible to notify CDJFS in writing when personnel changes occur that affect the delivery of the services purchased under this Agreement. This information shall be sent to the attention of the CDJFS Director.
 - 3. Provide any other services set forth in its Proposal consistent with the terms contained in this Agreement.
This year’s contract is the first one of that awarded under a Request for Proposal (RFP) for the years 2019, 2020, and 2021 pursuant to available funding.

PAYMENT PROCEDURES

- K. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile for trips outside Barnesville corporation limit and \$7.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.
- L. The maximum amount billable under this agreement will not exceed \$400,000.00. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- M. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.
- N. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
Reasons for denial of payment include but are not limited to
 - A. Failure to meet service requirements;
 - B. Failure to meet performance standards;
 - C. Failure to meet performance reporting requirements;
- O. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

**ARTICLE I
RESPONSIBILITY FOR AUDIT EXCEPTIONS**

Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.

- 1. Contractor agrees to pay the County the full amount of payment it received for services not covered by Contractor’s Agreement as set forth in the audit exception.
- 2. Contractor agrees to pay the County the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
- 3. Contractor shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the contract period. Contractor agrees to a special audit of expenditures if requested by the Director of CDJFS on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to Contractor until any and all questions or irregularities are resolved.

**ARTICLE II
REPORTS AND RECORDS**

- A. *Maintain and Provide.* Contractor shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. BCDJFS or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection, auditing and copying upon reasonable notice to Contractor. Contractor agrees to maintain and provide BCDJFS access to the following records:
 - 1. Accounting and fiscal records adequate to enable the County and/or State of Ohio (including but not limited to, Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller General of the United States, or any of their duly appointed law enforcement officials) and agencies of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract.
 - 2. Other records and reports as required by the County or ODJFS needed to enable the county to comply with local, state and federal statutes and regulations applicable.
- B. *Five (5) Year Retention.* Contractor shall maintain all records related to this Agreement and the administration of the program for five (5) years after the County makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

**ARTICLE III
SPECIAL CERTIFICATION**

- A. *Conflict of Interest.* Any officer, employee, or agent of the Contractor or of County or the BCDJFS who exercises any function or responsibilities in connection with planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
- B. *Debarment and Suspension.* Contractor will upon notification by any Federal, State, or Local government agency, immediately notify the County of any debarment or suspension of the Contractor imposed or contemplated by the Federal, State, or Local government agency. Contractor will immediately notify the County if it is currently under debarment or suspension by any Federal, State, or Local government agency.
- C. *Lobbying Prohibition.* Contractor certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

**ARTICLE IV
UNRESOLVED FINDINGS OF RECOVERY**

Contractor hereby acknowledges ORC Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e. and individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

**ARTICLE V
FEDERAL COMPLIANCE**

COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

DAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small; Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an awarding exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of December, 2018.

| | |
|--|---------------------------------------|
| Signature <u>Vince Gianangeli /s/</u> | Signature <u>Aaron K. Wildman /s/</u> |
| Belmont County Dept. of Job and Family Services | Provider Signature |
| Date <u>12-11-18</u> | Date <u>12-13-18</u> |
| Belmont County Department of Job and Family Services | |
| 68145 Hammond Rd. | |
| St. Clairsville, Ohio 43950 | |
| (740) 695-1075 | |
| Signature <u>J. P. Dutton /s/</u> | Date <u>12/20/18</u> |
| Signature <u>Mark A. Thomas /s/</u> | Date <u>12/20/18</u> |
| Signature <u>Josh Meyer /s/</u> | Date <u>12/20/18</u> |
| Belmont County Commissioners | |
| Approved as to form <u>David K. Liberati /s/ Assist PA</u> | Date <u>12-14-18</u> |
| Prosecutor | |

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 20th day of December, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Martins Ferry EMS, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2019 through December 31, 2019 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement. Any contractor found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.

TERMINATION/BREACH OF CONTRACT

- E. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.
- F. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- G. *Eligibility for Services:* The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
 - 1. NET is the provision of transport for Medicaid eligible Participants whose Medicaid eligibility has been determined by the CDJFS in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid transportation Contractors who meet Contractor participation requirements in accordance with Chapter 5101:3 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that Addresses the Participant’s medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the Participant’s community as defined in rule 5101:3-24-03 of the OAC, unless the specific service is not available within the community.
- H. Purchase at its own cost and expense all equipment and materials necessary for Contractor to execute its duties identified in this Agreement except such equipment and material specifically listed in Contractor’s Proposal and Budget.
- I. Contractor agrees to engage NET Medicaid Participants in the following activities during the terms of this Agreement:

1. Schedule trips from the Participant’s home to medical appointments and return to Participant’s home.
 2. Assure prior to transporting, that Participant is eligible for NET services. Eligibility should be confirmed through the CDJFS Designee. Contractor acknowledges that CDJFS will not reimburse for Participants who are not verified as eligible each month.
 3. Notify the Participant within 24 hours when unable to accommodate the Participant’s request.
 4. Track statistics of each Participant. Statistics are captured as a part of the CDJFS billing roster.
 5. Maintain manifest or driver’s log for verification of trip destination on Contractor’s site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 6. Contractor must adhere to the Participant’s certification period provided by the CDJFS designee.
- J. CDJFS agrees to the following activities during the term of this Agreement:
1. Provide those requesting NET services with Contractor information.
 2. Contractor is responsible to notify CDJFS in writing when personnel changes occur that affect the delivery of the services purchased under this Agreement. This information shall be sent to the attention of the CDJFS Director.
 3. Provide any other services set forth in its Proposal consistent with the term contained in this Agreement.
- This year’s contract is the first one of that awarded under a Request for Proposal (RFP) for the years 2019, 2020, and 2021 pursuant to available funding.

PAYMENT PROCEDURES

- K. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.
- L. The maximum amount billable under this agreement will not exceed \$400,000.00. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- M. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.
- N. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
Reasons for denial of payment include but are not limited to
- A. Failure to meet service requirements;
 - B. Failure to meet performance standards;
 - C. Failure to meet performance reporting requirements;
- O. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

**ARTICLE I
RESPONSIBILITY FOR AUDIT EXCEPTIONS**

- Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.
1. Contractor agrees to pay the County the full amount of payment it received for services not covered by Contractor’s Agreement as set forth in the audit exception.
 2. Contractor agrees to pay the County the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
 3. Contractor shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the contract period. Contractor agrees to a special audit of expenditures if requested by the Director of CDJFS on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to Contractor until any and all questions or irregularities are resolved.

**ARTICLE II
REPORTS AND RECORDS**

- A. *Maintain and Provide.* Contractor shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. BCDJFS or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection, auditing and copying upon reasonable notice to Contractor. Contractor agrees to maintain and provide BCDJFS access to the following records:
1. Accounting and fiscal records adequate to enable the County and/or State of Ohio (including but not limited to, Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller General of the United States, or any of their duly appointed law enforcement officials) and agencies of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract.
 2. Other records and reports as required by the County or ODJFS needed to enable the county to comply with local, state and federal statutes and regulations applicable.
- B. *Five (5) Year Retention.* Contractor shall maintain all records related to this Agreement and the administration of the program for five (5) years after the County makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

**ARTICLE III
SPECIAL CERTIFICATION**

- A. *Conflict of Interest.* Any officer, employee, or agent of the Contractor or of County or the BCDJFS who exercises any function or responsibilities in connection with planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
- B. *Debarment and Suspension.* Contractor will upon notification by any Federal, State, or Local government agency, immediately notify the County of any debarment or suspension of the Contractor imposed or contemplated by the Federal, State, or Local government agency. Contractor will immediately notify the County if it is currently under debarment or suspension by any Federal, State, or Local government agency.
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**ARTICLE IV
UNRESOLVED FINDINGS OF RECOVERY**

Contractor hereby acknowledges ORC Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e. and individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

**ARTICLE V
FEDERAL COMPLIANCE**

COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

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The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

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BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

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ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of December, 2018.

| | |
|--|--------------------------------------|
| Signature <u>Vince Gianangeli /s/</u> | Signature <u>Robert Krajnyak /s/</u> |
| Belmont County Dept. of Job and Family Services | Provider Signature |
| Date <u>12-11-18</u> | Date <u>12-11-18</u> |
| Belmont County Department of Job and Family Services | |
| 68145 Hammond Rd. | |
| St. Clairsville, Ohio 43950 | |
| (740) 695-1075 | |

| | |
|--|----------------------|
| Signature <u>J. P. Dutton /s/</u> | Date <u>12/20/18</u> |
| Signature <u>Mark A. Thomas /s/</u> | Date <u>12/20/18</u> |
| Signature <u>Josh Meyer /s/</u> | Date <u>12/20/18</u> |
| Belmont County Commissioners | |
| Approved as to form <u>David K. Liberati /s/ Assist PA</u> | Date <u>12-14-18</u> |
| Prosecutor | |

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 20th day of December, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Neffs EMS, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2019 through December 31, 2019 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement. Any contractor found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.

TERMINATION/BREACH OF CONTRACT

- E. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.
- F. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery,

including insurance.

G. *Eligibility for Services:* The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

1. NET is the provision of transport for Medicaid eligible Participants whose Medicaid eligibility has been determined by the CDJFS in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
2. Medicaid transportation Contractors who meet Contractor participation requirements in accordance with Chapter 5101:3 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET shall be provided in the most cost-effective mode(s) of transportation that Addresses the Participant’s medical condition and timeliness concerns.
4. NET shall be provided only for the purposes of Medicaid covered services that are within the Participant’s community as defined in rule 5101:3-24-03 of the OAC, unless the specific service is not available within the community.

H. Purchase at its own cost and expense all equipment and materials necessary for Contractor to execute its duties identified in this Agreement except such equipment and material specifically listed in Contractor’s Proposal and Budget.

- I. Contractor agrees to engage NET Medicaid Participants in the following activities during the terms of this Agreement:
1. Schedule trips from the Participant’s home to medical appointments and return to Participant’s home.
 2. Assure prior to transporting, that Participant is eligible for NET services. Eligibility should be confirmed through the CDJFS Designee. Contractor acknowledges that CDJFS will not reimburse for Participants who are not verified as eligible each month.
 3. Notify the Participant within 24 hours when unable to accommodate the Participant’s request.
 4. Track statistics of each Participant. Statistics are captured as a part of the CDJFS billing roster.
 5. Maintain manifest or driver’s log for verification of trip destination on Contractor’s site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 6. Contractor must adhere to the Participant’s certification period provided by the CDJFS designee.
- J. CDJFS agrees to the following activities during the term of this Agreement:
1. Provide those requesting NET services with Contractor information.
 2. Contractor is responsible to notify CDJFS in writing when personnel changes occur that affect the delivery of the services purchased under this Agreement. This information shall be sent to the attention of the CDJFS Director.
 3. Provide any other services set forth in its Proposal consistent with the terms contained in this Agreement.

This year’s contract is the first one of that awarded under a Request for Proposal (RFP) for the years 2019, 2020, and 2021 pursuant to available funding.

PAYMENT PROCEDURES

- K. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.
- L. The maximum amount billable under this agreement will not exceed \$400,000.00. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- M. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.
- N. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
Reasons for denial of payment include but are not limited to
- A. Failure to meet service requirements;
 - B. Failure to meet performance standards;
 - C. Failure to meet performance reporting requirements;
- O. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

**ARTICLE I
RESPONSIBILITY FOR AUDIT EXCEPTIONS**

Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.

1. Contractor agrees to pay the County the full amount of payment it received for services not covered by Contractor’s Agreement as set forth in the audit exception.
2. Contractor agrees to pay the County the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. Contractor shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the contract period. Contractor agrees to a special audit of expenditures if requested by the Director of CDJFS on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to Contractor until any and all questions or irregularities are resolved.

**ARTICLE II
REPORTS AND RECORDS**

A. *Maintain and Provide.* Contractor shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. BCDJFS or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection, auditing and copying upon reasonable notice to Contractor. Contractor agrees to maintain and provide BCDJFS access to the following records:

1. Accounting and fiscal records adequate to enable the County and/or State of Ohio (including but not limited to, Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller General of the United States, or any of their duly appointed law enforcement officials) and agencies of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract.
 2. Other records and reports as required by the County or ODJFS needed to enable the county to comply with local, state and federal statutes and regulations applicable.
- B. *Five (5) Year Retention.* Contractor shall maintain all records related to this Agreement and the administration of the program for five (5) years after the County makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

**ARTICLE III
SPECIAL CERTIFICATION**

- A. *Conflict of Interest.* Any officer, employee, or agent of the Contractor or of County or the BCDJFS who exercises any function or responsibilities in connection with planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
- B. *Debarment and Suspension.* Contractor will upon notification by any Federal, State, or Local government agency, immediately notify the County of any debarment or suspension of the Contractor imposed or contemplated by the Federal, State, or Local government agency. Contractor will immediately notify the County if it is currently under debarment or suspension by any Federal, State, or Local government agency.
- C. *Lobbying Prohibition.* Contractor certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

**ARTICLE IV
UNRESOLVED FINDINGS OF RECOVERY**

Contractor hereby acknowledges ORC Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e. and individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

**ARTICLE V
FEDERAL COMPLIANCE**

COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

DAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small; Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an awarding exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of December, 2018.

Signature Vince Gianangeli /s/ Signature Donald L. Keyser /s/ Pres./CEO

Belmont County Dept. of Job and Family Services Provider Signature

Date 12-11-18 Date 12-13-18

Belmont County Department of Job and Family Services

68145 Hammond Rd.

St. Clairsville, Ohio 43950

(740) 695-1075

Signature J. P. Dutton /s/

Date 12/20/18

Signature Mark A. Thomas /s/

Date 12/20/18

Signature Josh Meyer /s/

Date 12/20/18

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assist PA

Date 12-14-18

Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 20th day of December, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and NCR Foundation, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2019 through December 31, 2019 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement. Any contractor found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that

it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, r rules, regulations, and Executive Orders and amendments.

TERMINATION/BREACH OF CONTRACT

E. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

F. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

G. *Eligibility for Services:* The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

1. NET is the provision of transport for Medicaid eligible Participants whose Medicaid eligibility has been determined by the CDJFS in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.

2. Medicaid transportation Contractors who meet Contractor participation requirements in accordance with Chapter 5101:3 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.

3. NET shall be provided in the most cost-effective mode(s) of transportation that Addresses the Participant’s medical condition and timeliness concerns.

4. NET shall be provided only for the purposes of Medicaid covered services that are within the Participant’s community as defined in rule 5101:3-24-03 of the OAC, unless the specific service is not available within the community.

H. Purchase at its own cost and expense all equipment and materials necessary for Contractor to execute its duties identified in this Agreement except such equipment and material specifically listed in Contractor’s Proposal and Budget.

I. Contractor agrees to engage NET Medicaid Participants in the following activities during the terms of this Agreement:

1. Schedule trips from the Participant’s home to medical appointments and return to Participant’s home.
2. Assure prior to transporting, that Participant is eligible for NET services. Eligibility should be confirmed through the CDJFS Designee. Contractor acknowledges that CDJFS will not reimburse for Participants who are not verified as eligible each month.
3. Notify the Participant within 24 hours when unable to accommodate the Participant’s request.
4. Track statistics of each Participant. Statistics are captured as a part of the CDJFS billing roster.
5. Maintain manifest or driver’s log for verification of trip destination on Contractor’s site and make available for audit. Failure to provide verification may result in withholding of payment for services.
6. Contractor must adhere to the Participant’s certification period provided by the CDJFS designee.

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1. Provide those requesting NET services with Contractor information.
2. Contractor is responsible to notify CDJFS in writing when personnel changes occur that affect the delivery of the services purchased under this Agreement. This information shall be sent to the attention of the CDJFS Director.
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This year’s contract is the first one of that awarded under a Request for Proposal (RFP) for the years 2019, 2020, and 2021 pursuant to available funding.

PAYMENT PROCEDURES

K. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.

L. The maximum amount billable under this agreement will not exceed \$400,000.00. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

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N. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

Reasons for denial of payment include but are not limited to

- A. Failure to meet service requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements;

O. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

ARTICLE I
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ARTICLE II
REPORTS AND RECORDS

A. *Maintain and Provide.* Contractor shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. BCDJFS or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection,

auditing and copying upon reasonable notice to Contractor. Contractor agrees to maintain and provide BCDJFS access to the following records:

1.

Accounting and fiscal records adequate to enable the County and/or State of Ohio (including but not limited to, Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller General of the United States, or any of their duly appointed law enforcement officials) and agencies of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract.
2.

Other records and reports as required by the County or ODJFS needed to enable the county to comply with local, state and federal statutes and regulations applicable.
- B.

Five (5) Year Retention.

Contractor shall maintain all records related to this Agreement and the administration of the program for five (5) years after the County makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

ARTICLE III
SPECIAL CERTIFICATION

- A.

Conflict of Interest.

Any officer, employee, or agent of the Contractor or of County or the BCDJFS who exercises any function or responsibilities in connection with planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
- B.

Debarment and Suspension.

Contractor will upon notification by any Federal, State, or Local government agency, immediately notify the County of any debarment or suspension of the Contractor imposed or contemplated by the Federal, State, or Local government agency. Contractor will immediately notify the County if it is currently under debarment or suspension by any Federal, State, or Local government agency.
- C.

Lobbying Prohibition.

Contractor certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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Contractor hereby acknowledges ORC Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e. and individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

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The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an awarding exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of December, 2018.

Signature Vince Gianangeli /s/

Belmont County Dept. of Job and Family Services

Date 12-11-18

Belmont County Department of Job and Family Services

68145 Hammond Rd.

St. Clairsville, Ohio 43950

(740) 695-1075

Signature Peggy Hickenbottom /s/

Provider Signature

Date 12-12-18

Signature J. P. Dutton /s/

Signature Mark A. Thomas /s/

Signature Josh Meyer /s/

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assist PA

Prosecutor

Date 12/20/18

Date 12/20/18

Date 12/20/18

Date 12-14-18

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING AMENDMENT TO THE PURCHASE OF PERFORMANCE
OF SERVICES CONTRACT BETWEEN DEPARTMENT OF JOB AND FAMILY SERVICES
AND COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the amendment to the Purchase of Performance of Services Contract entered into on June 27, 2018, between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, to add two additional core elements to the contractor’s duties, Tutoring/Study Skills/Dropout Prevention and Adult Mentoring, effective January 1, 2019 through June 30, 2019.

**Amendment to the Workforce Investment and Opportunity Act (WIOA)
CCMEP Youth Services Contract
For
Program Year 2018 (July 1, 2018 – June 30, 2019)**

Purchaser: Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
Contractor: Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville OH 43950

This amendment is entered into on **20th** day of **December, 2018** and amends the original contract entered into on June 27, 2018 to add two additional CCMEP core elements to the contractor’s duties. The amendment begins January 1, 2019 and ends June 30, 2019. This amendment adds the elements of Tutoring/Study Skills/Dropout Prevention and Adult Mentoring to the contractor’s scope of work (Article V of original contract). The contractor will now provide five (5) of the fourteen (14) elements for youth required by CCMEP. The amended articles of the original contract are defined herein. Unless specifically cited in this amendment, all other articles and terms of the contract remain unchanged.

IV Definitions (Amended as follows):

Tutoring/Study Skills/Dropout Prevention

These strategies must lead to completion of the requirement for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.

Adult Mentoring

One-to-one supportive relationship between an adult and youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

V Scope of Work (Amended as follows):

A. Contractor’s Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

Tutoring/Study Skills/Dropout Prevention: Strategies that lead to the completion of the requirements for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.

Adult Mentoring:

One-to-one supportive relationship between an adult and youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

D. Contractual Performance Standards

Amended as follows:

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **Fifty-one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
6. **The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor’s staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
8. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

VI Availability of Funds (Amended as follows):

This amendment adds additional funding of \$26,925.00 for Tutoring/Study Skills/Adult Mentoring and \$22,238.00 for Adult Mentoring. This amendment increases the original contract funding from \$320,000.00 to \$369,163.00. The restrictions are amended as follows:

\$234,414.10 is CCMEP TANF Funds (CFDA #93.558)

\$20,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$114,748.90 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

not less than 75% of the WIOA Funds (\$86,061.68) must be spent on Out-of-School Youth. Not less than 20% of the Belmont County PY17 WIOA Youth Allocation must be spent on Work Experience which includes participant wages and staffing costs for the development and management of Work Experience and may be in-school or out-of-school. The Purchaser will notify the Contractor, in writing, of the 20% amount when the PY18 allocations are released to the Purchaser.

Of the funding, \$26,925.00 is allocated toward Tutoring/Study Skills/Dropout Prevention. Of this amount, 30% or \$8,077.50 must be spent on WIOA eligible in-school and out-of-school youth and the remaining 70% or \$18,847.50 must be spent on CCMEP TANF eligible participants.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customer.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract

can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to CCMEP Youth activities.
6. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

1. **Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.**
2. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
3. **Fifty-one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
4. **The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
5. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser’s discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$58,600.00. This is further restricted as follows:

\$17,580.00 must be spent on CCMEP WIOA eligible participants

\$41,020.00 must be spent on CCMEP TANF eligible participants

Not less than 75% of the WIOA Funds (\$13,185.00) must be spent on out-of-school youth.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

| ACTIVITY | TOTAL COST |
|---|--------------------|
| Direct Salary of One (1) Career Navigator | \$30,400.00 |
| Career Navigator Direct Fringe Benefits | \$15,000.00 |
| Operating Expenses | \$10,000.00 |
| Indirect Costs | \$3,200.00 |
| TOTAL COST: | \$58,600.00 |
| MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT: | \$58,600.00 |

Detailed List of Operating Expenses:

1. Mileage: \$5,000.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$1,500.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$1,000.00 includes copies and handouts
4. Professional Development: \$1,500.00 includes the career navigator attending training and conferences such as SHALE Insight and National Midstream Conference.
5. Curriculum/Training Materials: \$1,000.00 includes purchasing soft skills and job training curriculum materials such as Lion’s Quest.

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

- The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI DISPOSITION OF ASSETS**
Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.
- XII WARRANTY**
The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.
- XIII INSURANCE**
The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.
The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.
- XIV NOTICE**
Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.
- XV AVAILABILITY AND RETENTION OF RECORDS**
In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI CONFIDENTIALITY**
The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII CONFLICT OF INTEREST AND DISCLOSURE**
Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.
The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a county employee has with the Contractor or in its business.
- XVIII COMPLIANCE**
The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract.
The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor’s employees.
The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.
- XIX RELATIONSHIP**
Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.
- XX ASSIGNMENTS**
The Contractor shall not assign this contract without express, prior, written approval of the Purchaser.
- XXI SUBCONTRACTS**
The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.
- XXII INTEGRATION, MODIFICATION AND AMENDMENT**
This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.
- XXIII TERMINATION**
This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.
- XXIV BREACH OF CONTRACT**
Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.
- XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio.

Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser’s Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIVDAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES:

Vince Gianangeli /s/
Vince Gianangeli, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075
J. P. Dutton /s/

12-12-18
Date

12/20/18

| | |
|---|--------------------------------|
| J. P. Dutton, Belmont County Commissioner <u>Josh Meyer /s/</u> | Date <u>12/20/18</u> |
| Josh Meyer, Belmont County Commissioner <u>Mark A. Thomas /s/</u> | Date <u>12/20/18</u> |
| Mark A. Thomas, Belmont County Commissioner <u>Randy Lucas /s/</u> | Date <u>12-14-18</u> |
| Randy Lucas, Superintendent East Central Ohio Educational Service Center 834 East High Avenue New Philadelphia OH 44663 | Date |
| Approved as to form: <u>David K. Liberati /s/ Assist. P.A.</u> | <u>12-14-18</u> |
| Belmont County Prosecutor Upon roll call the vote was as follows: | Date |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN
DEPARTMENT OF JOB AND FAMILY SERVICES AND REBECCA SAFKO**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2019 through December 31, 2019 in an amount not to exceed \$33,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this **20th** day of **December, 2018**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIA/WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE
The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES
The parties to this agreement are as follows:
Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
740-632-4671

III CONTRACT PERIOD
This contract and its terms will become effective on January 1, 2019. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2019. The contract may be extended for two additional 12-month periods, based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS
The following words, phrases and terms, when used in this contract, are limited to the following definitions:
Allowable Costs
Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.
Workforce Area 16
Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.
Council of Governments
The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.
Workforce Development Board
The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.
Performance
Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.
Proportional payment
Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor’s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.
Services
Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.
WIOA
WIOA is the Workforce Innovation and Opportunity Act.
CCMEP
CCMEP is the Comprehensive Case Management Employment Program.

V SCOPE OF WORK
Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:
A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2019 through December 31, 2019. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County’s submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the CCMEP TANF population caseload.
2. Contractor shall meet all service requirements of this contract.
Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor’s failure to meet these standards will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.**Purchaser Responsibilities**

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties’ WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month. Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$33,000.00 (12-month contract). All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review and extension of the contract, the Purchaser agrees to award a two (2%) percent increase to the original contract rate annually. The total contract amount includes \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants.**

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$33,000.00.

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered, and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

- Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.
If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.
Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI DISPOSITION OF ASSETS**
Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.
- XII WARRANTY**
Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- XIII INSURANCE**
Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.
- XIV NOTICE**
Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.
- XV AVAILABILITY AND RETENTION OF RECORDS**
In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI CONFIDENTIALITY**
Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII CONFLICT OF INTEREST AND DISCLOSURE**
Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.
Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.
Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.
- XVIII COMPLIANCE**
Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board’s policy in the performance of work under this contract.
Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees, if applicable.
Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.
- XIX RELATIONSHIP**
Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.
- XX ASSIGNMENTS**
Contractor shall not assign this contract without express, prior, written approval of Purchaser.
- XXI SUBCONTRACTS**
In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.
- XXII INTEGRATION, MODIFICATION AND AMENDMENT**
This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.
Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.
- XXIII TERMINATION**
This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.
- XXIV BREACH OF CONTRACT**
Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.
- XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors. Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers’ Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

**Rebecca Safko, Proposed Services Budget
January 1, 2019 through December 31, 2019**

| | | Hours to | | Annual |
|---------|----------------------------|----------|-----------|----------|
| | | Perform | Frequency | Hours |
| | | | | Budgeted |
| Weekly | Draw Process | 0.5 | 50 | 25 |
| | Emails and Technical Asst. | 2.25 | 52 | 117 |
| Monthly | Process Financials | 4 | 12 | 48 |
| | Review & Oversight | 1 | 12 | 12 |

| | | | | |
|--|-------------------------------------|-----|-------------|-------------|
| | Maintain & Update Budgets | 0.5 | 10 | 5 |
| | Belmont financials | 1.5 | 12 | 18 |
| Quarterly | | | | |
| | One-Stop | 4 | 4 | 16 |
| | COG/WIB | 10 | 4 | 40 |
| | WIB State Fiscal meeting(Columbus) | 5 | 4 | 20 |
| | Reconcile w/State financials | 3 | 4 | 12 |
| Annually | | | | |
| | Audit Belmont WIA | 12 | 1 | 12 |
| | Audit Area16 and certifications | 10 | 1 | 10 |
| | Monitoring: | | | |
| | Belmont Fiscal & Program | 16 | 1 | 16 |
| | Belmont Youth Contract | 8 | 1 | 8 |
| | Carroll Fiscal & Program | 12 | 1 | 12 |
| | Harrison Fiscal & Program | 8 | 1 | 8 |
| | Jefferson CDFJS-Fiscal & Adm | 8 | 1 | 8 |
| | Jefferson CAC-Fiscal & Program | 30 | 1 | 30 |
| | Research | 10 | 1 | 10 |
| | Write up & record keeping | 10 | 1 | 10 |
| WIOA System development/State required Training/Technical Assistance | | | | 100 |
| WIA meetings & accounting and/or monitoring training | | | | 40 |
| | | | Total Hours | 577 |
| | | | Hourly Rate | \$46.00 |
| 12 month contract, compensation for Activities detailed above | | | | \$26,542.00 |
| Software/supplies/phone/internet/computer usage | | | | \$1,400.00 |
| Travel | | | | \$3,258.00 |
| Training | | | | \$800.00 |
| CCMEP TANF Monitoring | | | | \$1,000.00 |
| Total Contract | | | | \$33,000.00 |

XL SIGNATURES

| | |
|--|-----------------|
| <u>Vince Gianangeli /s/</u> | <u>12-12-18</u> |
| Vince Gianangeli, Director | Date |
| Belmont County Department of Job and Family Services | |
| <u>J. P. Dutton /s/</u> | <u>12-20-18</u> |
| J. P. Dutton | Date |
| Belmont County Commissioner | |
| <u>Josh Meyer /s/</u> | <u>12/20/18</u> |
| Josh Meyer | Date |
| Belmont County Commissioner | |
| <u>Mark A. Thomas /s/</u> | <u>12/20/18</u> |
| Mark A. Thomas | Date |
| Belmont County Commissioner | |
| <u>Rebecca Safko /s/</u> | <u>12/12/18</u> |
| Rebecca Safko, Consultant | Date |
| Approved as to form: | |
| <u>David Liberati /s/</u> | <u>12-14-18</u> |
| Dave Liberati | Date |
| Belmont County Prosecutor | |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF APPROVING THE CARNES SENIOR APARTMENTS
LEASE AGREEMENT BETWEEN BELLAIRE HOUSING PARTNERS, LTD AND
BELMONT COUNTY COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Carnes Senior Apartments Lease Agreement between Bellaire Housing Partners, Ltd. and Belmont County Commissioners, dba Senior Services of Belmont County for a two-year term effective January 1, 2019, through December 31, 2020, in the amount of \$13,500.00 per year, based upon the recommendation of Gary Armitage, Senior Services Executive Director.

CARNES SENIOR APARTMENTS
LEASE AGREEMENT

AGREEMENT made as of the **1st day of January, 2019**, by and between **Bellaire Housing Partners, Ltd.** (“Lessor”) and **Belmont County Commissioners dba Senior Services of Belmont County**, (“Lessee”) whose mailing address is **67650 Oakview Drive, St. Clairsville, OH 43950**.

WITNESSETH

WHEREAS, Lessor is the fee simple owner of certain commercial real property located at **3396 Belmont Street, Bellaire, OH 43906** in Belmont County, more particularly described as **Carnes Senior Apartments** (“Property”).

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities.

NOW, THEREFORE, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Terms and Conditions.** Lessor agrees to lease to Lessee the Property for a period of two (2) years commencing on the **1st day of January, 2019**, and ending on the 31st day of **December, 2020**. Acceptance of possession by Lessee shall be deemed to be conclusive evidence that the Property is in good and satisfactory condition of all defects, without need for attention or repair and that no representation or promises have been made by the Lessor concerning future alterations or repair. Lessor shall deliver the Property in broom clean condition.
2. **Security Deposit.** Contemporaneously with the execution of this Lease, Lessee shall pay to Lessor a refundable security deposit of (**Not Applicable**) to be refunded to the Lessee within thirty (30) days of the expiration of this Lease provided Lessee abides by all the terms and conditions herein. In lieu of a security deposit, Lessee shall pay to Lessor, upon execution of this Lease the first and last month’s rent.
3. **Rent.** The annual base rent due under this Lease for each year of the lease term shall be **Thirteen Thousand Five Hundred Dollars (\$13,500)** per annum payable in twelve (12) equal monthly installments of **One Thousand One Hundred and Twenty-Five Dollars (\$1125.00)**. Lessee shall pay Lessor each monthly installment of rent in advance on or before the **first day of each month** at the office of Lessor or at such other address or to such other person as Lessor may from time to time designate in writing to Lessee. Amounts paid under this Lease shall not exceed any applicable statutory limit.
4. **Charges for Late Payments and Returned Checks.** If the Lessee does not pay the full amount of the rent shown in paragraph three (3) by **5:00** p.m. on the **5th** day of the month, the Lessor may collect a late fee of **\$30.00**, on the **6th** day of the month. The Lessor may terminate this Lease for non-payment of rent, even though the Lessor representative may have, in prior months, chosen to collect the late fee as opposed to terminating the Lease. In addition, the Lessor may collect a fee of **\$20.00**, or the cost of which is incurred by the Lessor, whichever is greater, if a check is not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee.
5. **Additional Charges.** Lessee is responsible for any charges from outside vendors the Lessor receives due to Lessee’s negligence or disregard of regulations. If charges are received the Lessor will invoice the Lessee. Payment is to be remitted within thirty (30) days.
6. **Default and Remedies.** Upon the happening of any of the following events:
 - a. Lessee’s failure to timely make any payments due to Lessor hereunder or under any other agreement relating to the Property;
 - b. Lessee’s failure to perform or observe any covenants or agreements contained herein;
 - c. Lessee’s voluntary petitioning for relief or benefit under any bankruptcy or insolvency law, the filing of any involuntary bankruptcy or reorganizing petition against Lessee or the appointment of a receiver or trustee for Lessee or its Property;
 - d. Any sale, transfer or assignment of Lessee’s interest under this Agreement, voluntary or involuntary, by operation of law or otherwise without the expressed prior written consent of Lessor which consent may be withheld in Lessor’s sole discretions; or
 - e. The abandonment by Lessee of the Property for a continuous period of thirty (30) days upon a default defined in Paragraph 6 of this Lease the Lessor may, in addition to all other remedies provided by law:
 - i. Declare the entire remaining unpaid rental for the term of this Lease immediately due and payable forthwith at the then current rate of monthly rental and take any legal action to revoke and collect the same;
 - ii. Terminate Lessee’s right to possession under this Lease without having thereby accepted a surrender of the property, re-enter and take possession of the Property and re-let or attempt to re-let the Property or any part thereof on behalf of and as the agent of the Lessee at such rental and under such terms and conditions as Lessor may deem best under the circumstances. Any rentals received from such re-letting will be applied first to any expenses incurred by Lessor in re-entering and re-letting the Property and then to the payments of rent and other obligations of Lessee to the Lessor due under this Lease;
 - iii. Accept a surrender of the Property whereupon the term hereinabove granted and all right, title and interest of Lessee in and to the Property shall end, such termination being without prejudice to Lessor’s right to enforce the collection of any rent due or accrued at such time and for such time as required to evict Lessee; together with all other damages suffered by Lessor as a result of Lessee’s default. Upon such termination Lessor shall have the right immediately to re-enter the Property and take possession thereof and Lessee shall thereupon surrender the Property to Lessor; and
 - iv. Exercise any and all rights and privileges that Lessor may have under the laws of the State of Ohio.
 - f. The foregoing remedies of Lessor are cumulative and the election to proceed by forfeiture or surrender or otherwise shall not operate as a bar to prosecution of all provisions of this Lease or of the law then enforced. All costs including reasonable attorneys’ fees for pretrial, trial and appellate proceedings incurred in connection with the exercise of any of Lessor’s remedies or enforcement of Lessor’s rights, whether by legal proceedings or otherwise, shall constitute elements of Lessor’s damages and shall be paid by Lessee to Lessor. All of Lessee’s monetary obligations under this lease shall bear interest at the highest rate allowed by law from the date of default until the date of payment.
7. **Assigned Area.** The area to be leased is the South side of the building that has the kitchen/dining and sitting area, the North side of the building that has the hardwood flooring, restrooms and assigned closets. This does not include the area in the room of the North side that has carpeting. The closet and the carpeted area are not included in the rental space. This space is solely for use by the residence of the property and will need prior, written approval to use this area from the Lessor. A total of **Four Thousand Thirty-Two (4032) square feet** of space on the first floor the building, and a total of **One Hundred Sixteen (116) square feet** of space in the basement area of the building for storage, a **complete total square footage of usable space of 4148 square feet**. Lessee will be responsible to install a proper gate or fence around the storage area to ensure Lessee items are secure as well as for the protection of the property staff from injury from falling items. A proper scope of work will need to be provided to the Property Management representative to allow inspection and approval of installation by the owner prior to installation.
 - a. Disputes by the Senior Center Staff and property staff will be handled in accordance with the following:
 - i. If the Senior Center Staff have a dispute it must be put in writing and forwarded to the Executive Director of Senior Services of Belmont County. If unable to be resolved then, written dispute is to be forwarded to the Belmont County Commissioners’ Office.
 - ii. If the Property Management Site manager has a dispute it must be put in writing and forwarded to the Property Management Regional Manager. If the dispute is unable to be resolved it will be forwarded in writing to the owner’s representative, Asset Management Director who will review with the Chief Executive Officer of LEADS and the Director of Operations of Fairfield Homes, Inc. The owner will then review and contact the Lessee to discuss a resolution to the issue. The owner has final decision on any and all dispute resolution. At no time is the Lessee or Lessee representative to address dispute resolutions with the property manager.
8. **Use.** Lessee covenants and agrees to use the Property exclusively for providing services to senior citizens in space essentially being the kitchen, the room adjacent that covers the hardwood flooring, restrooms and designated parking (see #21 for parking specifications). The Lessee will utilize the double doors to the right of the building entrance. Request for short-term deviation of this requirement must be submitted in writing to the Property Management staff. Utilizing an alternate entrance will only be permitted after approval has been granted in writing to the Lessee. It will be the responsibility of the Lessee to keep the entrance clean and dry to prevent accidents. The Lessee will have use of the large room during the hours of **8:00 a.m. to 4:30 p.m.** **The Lessee will give the Lessor’s on-site property management representative a schedule of events monthly and will have a representative of the agency present at each and all of the schedule events.** Lessor shall give a forty-eight (48) hour notice of any change to the month schedule. The events will be

conducted at reasonable times, meaning not before **8:00 a.m. or after 10:00 p.m.**, except by mutual agreement of the Lessor and Lessee. Carnes Senior Apartments will have use of the Large Room for after hours' activities, if it has not already been scheduled by the Lessee for an event. The Lessor's management representative will give the Lessee one month's advance notice of non-Senior Agency events in the Large Room. Conflicts in scheduling after hours will be resolved on a first-come, first-serve basis and will be worked out between the Lessor's management representative and the Lessee. Lessee will clean all areas designated for use at the end of each day. No supplies or items will be left out in the Large Room. All supplies or items are to be stored in the appropriate assigned areas. Lessee further covenants not to use or maintain any part of the Property in any unlawful or dangerous manner or for any unlawful purpose. Lessee, at Lessee's expense, shall promptly comply with any and all laws, ordinances, orders and regulations of any and all municipal, county, state, federal or other governmental authorities that may pertain or apply to Lessee's occupancy or use of the Property. Lessee shall not do or permit to be done any act or thing upon the Property which will violate any provision of any insurance policy held by Lessor or Lessee or which might subject by reason of any business or activity being conducted on the Property. Lessee shall not create or maintain any nuisance on the Property and shall not do any act tending to injure the Property. Lessee shall not assign this Lease, nor sublet the Property or any portion thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

9. Insurance.

- a. During the term of this Lease, Lessee shall keep in full force and effect at Lessee's own expense a policy or keep in force and effect at Lessee's sole expense a policy or policies of extended public liability insurance insuring Lessee and Lessor against any and all claims and demands by any person for injuries sustained or received on or in connection with the Property and any other risks generally insured against by such policies. The aforesaid policies shall be subject to terms and conditions approved in writing by the Lessor. The insurance coverage limits shall be no less than **\$2,000,000** per occurrence for combined bodily injury and property damage liability. All such policies shall name the Lessor, Lessee, LEADS, and Fairfield Homes, Inc. Companies as their respective interests may appear as named insureds and shall provide primary coverage. On request, Lessee shall furnish Lessor with certified copies of such policies, certificates or other acceptable evidence that all such insurance is in effect.
- b. During the term of this Lease, Lessee shall keep in force and effect at Lessee's sole expense, a policy or policies covering all risks of physical damage including casualty and theft to any and all improvements or personal property located on or affixed to the Property and ensuring Lessee and Lessor against any and all losses in connection with said improvement or property. Each said improvement and item of property shall be insured to the higher of its current fair market value or replacement cost. All such policies shall name the Lessor and Lessee as their respective interests may appear as named insureds and shall provide primary coverage. On request Lessee shall furnish Lessor with certificates or other acceptable evidence that all such insurance is in effect.
- c. Lessee, at its sole expense shall maintain Tenant's insurance covering Lessee's personal property. Lessor, or Lessor representatives, shall have no responsibility for such Tenant's insurance nor shall Lessor or Lessor representatives be liable for any damage to or destruction of Lessee's property or any property brought onto the Property by Lessee or with Lessee's permission.

10. Repairs. Lessee stipulates that it has examined the Property and that it is in good repair and working order and clean, safe and tenantable condition. Lessee shall prevent waste including that of utilities, and maintain the Property in good order throughout the term of this Lease. At all times during the term of the Lease and upon reasonable notice to Lessee, Lessor may enter the Property during reasonable hours to inspect or to make repairs, alterations or improvements, structural or otherwise to the Property. If Lessee fails to promptly make any repairs or maintenance required by this paragraph, Lessor may perform same on Lessee's behalf, after providing written notice to the Lessee, and Lessee shall reimburse Lessor on demand for all costs and expenses so incurred. Lessor shall be responsible for all exterior and structural repairs unless such repairs are required due to actions of Lessee, or Lessee's employees, officers, directors, guests or invitees.

- a. Property staff are not responsible to provide maintenance or repairs to appliances or other property of the Lessee.

11. Right of Entry. Lessee agrees to permit Lessor and its agents entry to the Property at all reasonable times for the purposes of inspecting the Property, showing the Property to prospective purchasers, mortgagees or tenants, or making repairs to the Property. Lessor shall also have the right to place on the Property any signs Lessor deems necessary for such purposes.

12. Alterations or Improvements. Other than the repair and maintenance obligations set forth in Paragraph 7 and 10, Lessee shall not make any alterations, modifications, improvements or additions to the Property, without the prior written approval of Lessor. Such approval shall be solely within the discretion of Lessor but shall not be unreasonably withheld. Lessee may erect temporary partitions, bins, equipment, and shelving which remain the property of the Lessee and will be removed from the Property by the Lessee at the expiration of the Lease, but in case of injury or defacement to the Property by removal of the same, the Lessee shall repair and replace, leaving the building in good condition.

13. Casualty. If the Property shall be destroyed or damaged by any casualty for which Lessor is insured, Lessor shall, if the proceeds from those insurance policies described in Paragraph 9 are sufficient and after receiving the proceeds of said insurance, restore and/or repair such damage or destruction within a reasonable time after receipt of such insurance proceeds. During the term of such restoration and repairs, the rent payable hereunder shall abate in proportion to the degree of interference with Lessee's use of the Property. If the Property is damaged or destroyed by any casualty for which the Lessor is not adequately insured, Lessor may elect to either restore or repair such damage or destruction as aforesaid or cancel this Lease and retain the proceeds of those insurance policies described in Paragraph 9 above and this Lease shall be of no further force and effect and all rent and other sums to be paid by the Lessee shall be apportioned and paid through the date of such destruction. As used herein "casualty" means fire, flood, storm or other acts of God, regardless of whether reasonably foreseeable; riot, civil commotion, war, or other act of a public enemy; and theft, vandalism or other criminal or tortious act of a third party. Lessor's obligation pursuant to this Lease to restore or repair shall be limited to the original buildings and the replacement of such interior work in the Property as exists on the date hereof. Notwithstanding the above, if restoration and repair cannot reasonably be completed within six months of a casualty which make the property uninhabitable, either party to this Lease may terminate this Lease and rent shall be prorated based upon the date of the casualty.

14. Utilities, Charges, Taxes. Lessee shall pay for any and all required installation and other charges incurred in Lessee's use of utilities, including, but not limited to, those for electricity, water, steam, gas, garbage collection, sewer, telephone service, and similar utilities and charges. With written permission, should Lessee add or have installed equipment that increases the consumption of a utility, as example commercial refrigerators or freezers, an additional charge of ten (10) dollars per appliance, per month will be added to the monthly rent, and first due the month equipment is added or installed. This amount will be reviewed after the first utility bill is received following the addition or installation of the equipment, notification of increase will be sent to Lessee within sixty (60) days of receipt of the utility bill should an adjustment in the monthly charge be necessary. Any utilities not metered and charged directly to the Lessee shall be paid for by the Lessor. This is limited to water, sewer, and reasonable trash removal.

15. Subordination. Lessee agrees this Lease shall at all times be subject to and subordinate to the lien of any and all mortgages now or hereafter placed by Lessor on the Property, provided said mortgagee delivers a non-disturbance agreement to Lessee; and the Lessee agrees from time to time to execute, acknowledge, and deliver any instrument of subordination required by any mortgagee of the Property provided said mortgagee delivers a non-disturbance agreement to Lessee. Upon the transfer of any or all Lessor's interest in this Lease or any or all of Lessor's interest in the Property or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Lessee agrees to attorn to the transferee without the necessity of executing any additional documents, but further agrees to execute, acknowledge and deliver to such transferee, upon demand, any and all instruments of attornment required by such transferee. Lessee additionally agrees to execute and deliver to such transferee either prior to or simultaneous with such transfer a signed writing acknowledging the status of this Lease.

16. Signage. Lessee agrees to maintain all signage that Lessee installs in a good state of repair, save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of such. All signage and signage locations and installation shall be submitted to Lessor for approval prior to installation.

17. Condemnation. This Lease shall not abate regardless of whether any portion of the Property is condemned for public use or purpose by any legally constituted authority, unless such condemnation materially impairs the Lessee’s use of the Property, in which event either party shall have the option of terminating this Lease upon thirty (30) days written notice to the other party. In the event of condemnation of the Property or any portion thereof, Lessor shall be entitled to all compensation to be paid by the condemning authority and Lessee waives any claim for any portion of such compensation.
18. Holdover; Month to Month Tenancy. If Lessee remains in possession of the Property after the expiration of this Lease such continued possession shall, if rent is paid by the Lessee and accepted by the Lessor, create a month to month tenancy at will on the terms herein specified, and said tenancy shall be terminable at any time by either party on fifteen **(15)** days written notice to the other. If, however, Lessee remains in possession of the Property after the expiration of this Lease without Lessor’s consent, Lessor shall be entitled to collect double the monthly rent.
19. Termination of Lease. During the term of this Lease both parties agree that a 30-day termination notice can be given by either Lessee or Lessor to terminate this agreement. If the Lessor or Lessee decides to terminate the Lease for any cause the Terminating Party is required to put such termination in writing to the other party. If the Lessee does not vacate the facility as required by the 30 day notice they will subject to the collection of double the monthly rental amount. Upon termination of this Lease in any manner, Lessee shall peaceably and quietly leave, surrender and yield to the Lessor the Property in as good order and repair as the Property existed upon the date hereof, reasonable wear and tear excepted, and shall surrender all keys to the Property to the Lessor. If Lessee fails to surrender possession of the Property to Lessor and continues to occupy the Property after the expiration of this Lease, or at the expiration of the written 30-day notice, Lessor shall be entitled to collect, and Lessee hereby agrees to pay, double the monthly rent for each month or portion thereof during which Lessee occupies the Property without Lessor’s consent.
20. Entire Agreement and Waiver. This Lease contains the entire agreement of the parties hereto as of the date hereof and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of same or of any other covenant or condition of this Lease. No modification, amendment, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the party to be charged.
21. Parking. Lessee shall advise all employees and customers parking is in the last eight spaces at the East end of the parking lot, which Lessor shall provide to Lessee. All deliveries will be at the front entry at loading zones as provided by the Village of Bellaire, Ohio ordinances. Lessee shall be responsible for any damages to the Property resulting from said deliveries.
22. Hazardous Substances.
For purposes of this Lease, this term “Hazardous Substance” means any hazardous or toxic substances, materials or waste, including but not limited to those substances, material and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments hereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law, ordinance, rule, or regulation.
- a. Lessee shall at all times and in all respects during this Lease comply with all local, state, and federal laws, ordinances, rules, regulations, and orders (collectively “Hazardous Substance Law”) relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances.
 - b. Lessee shall not cause or allow any Hazardous Substance to be on, brought into, or remain on Property.
 - c. If at anytime Lessee becomes aware of, has reasonable cause to believe, or receives notice that any Hazardous Substance is located on or beneath the Property, Lessee shall immediately give written notice of such condition to Lessor. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Substances in, on, under, or about the Property, the building which the Property is Located in total conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or Termination of this Lease, Lessee shall use, store, or dispose of all Hazardous Substances in accordance and in compliance with all applicable Hazardous Substance Law and afford Lessor ample opportunity to appear, intervene or otherwise appropriately assess and protect Lessor’s interest with respect hereto. Any Hazardous Substances found on the Property and proven to exist prior to signing of the Lease shall remain the Lessor’s responsibility for removal, disposal, legal fees permits, etc.
- All situations referenced in paragraph 22 (c) of Lease page pertain only to the confines of the leased space as described in paragraph 7.
23. Validity. If any clause or provision of this Lease shall be invalid or void for any reason, such invalid or void clause or provisions shall not affect the whole of this instrument but the balance of the provisions hereof shall remain in full force and effect.
24. Notices. Any notice or demand required under this Lease or by law shall be in writing and shall be deemed effective three (3) days after having been sent by U.S. mail, registered return receipt requested and addressed to the parties at the addresses set forth below. Such addresses may be changed by written notice to the other party.
- | | |
|---|---------------------------------|
| Gary Armitage, Executive Director SSOBC | Amanda Northup, Dir. Operations |
| 67650 Oakview Drive | Fairfield Homes, Inc. |
| St. Clairsville, Ohio 43950 | 603 West Wheeling Street |
| | Lancaster, Ohio 43130 |
25. Time. For all purposes of this Lease it shall be understood that time is of the essence.
26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
27. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Parties have caused this lease to be duly executed as of the day and date first written above.

LESSOR:
BELLAIRE HOUSING PARTNERS, LTD
MANAGING AGENT
By: _____
Kenneth A. Kempton, President
Date: _____

LESSEE:
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY
By: Gary Armitage /s/
Gary Armitage, Executive Director, SSOBC
Date: 12/20/18
BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
J.P. Dutton, President
Josh Meyer /s/
Josh Meyer, Vice President
Mark A. Thomas /s/
Mark A. Thomas, Commissioner
Approved as to Form:
David K. Liberati /s/
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ENTERING INTO COMMERCIAL LEASE AGREEMENT
BETWEEN OHIO RIVER PROPERTIES, LLC, AND BOARD OF COMMISSIONERS,
DBA SENIOR SERVICES OF BELMONT COUNTY FOR MARTINS FERRY SENIOR CENTER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a Commercial Lease Agreement between Ohio River Properties, LLC, and Belmont County Ohio Board of Commissioners, dba Senior Services of Belmont County, for the Martins Ferry Senior Center in the amount of \$1,000.00 per month, effective January 1, 2019 through December 31, 2023, based upon the recommendation of Gary Armitage, Senior Services Executive Director.

COMMERCIAL LEASE

This lease is made between Ohio River Properties, LLC, herein called the Landlord, and Belmont County Ohio Board of Commissioners dba Senior Services of Belmont County, herein called the Tenant.

Tenant hereby offers to lease from Landlord the first floor of the building located at 14 North 5th Street, Martins Ferry, County of Belmont, State of Ohio.

The above-described premises are known for street numbering purposes as being situated in the City of Martins Ferry, County of Belmont, State of Ohio, located at:

Auditor’s Parcel Number: 24-03776.000.

Upon the following TERMS and CONDITIONS.

1. **TERM AND RENT.** Landlord demises the above premises for term of forty-eight (48) months commencing on January 1, 2019 and terminating on December 31, 2023. The base monthly rental rate as of January 1, 2019 will be One Thousand Dollars (\$1,000.00), payable on the first day of each month for that month’s rental, during the term of this lease. If rent is not received by the close of business on the 4th day of the month, a late fee of Fifty Dollars (\$50.00) shall apply. All rental payments shall be made to Landlord in person at 250 North 7th Street, Martins Ferry, OH 43935 or via mail at P.O. Box 426, Martins Ferry, OH 43935. The Tenant is only required to use available senior service levy funds to pay for obligations arising under this Lease, and neither SSOBC nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Amounts paid under this Lease shall not exceed any applicable statutory limit.
2. **USE.** Tenant shall use and occupy the premises for the purpose of operating a senior center and transportation/logistics center for seniors under the name Belmont County Senior Center. The premises shall be used for no other purpose without written permission from the Landlord and such permission will not be unreasonably withheld. Landlord represents that the premises maybe lawfully used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. During the Lease term, tenant shall make, at Tenant’s expense, all necessary repairs to the Leased Premises due to damage by Tenant, or Tenant’s employees, agents, or invitees, normal wear and tear excepted. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased, except for major mechanical, subject to the obligations of the parties otherwise set forth in this Lease, and except damage caused by Landlord or other lessees in the building. Tenant is responsible for all snow removal and keeping sidewalks clear.
4. **ALTERATIONS.** Tenant shall make no alteration to the subject premises without written permission from the Landlord in such permission will not be unreasonably withheld.
5. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
7. **UTILITIES.** Tenant is responsible for all utilities, including but not limited to Electric, Gas, Water, Sewer, and Trash and other utilities not specifically included herein. Utilities must remain on and in the Tenant’s name for the entire lease term.
8. **SIGNS.** Following Landlord’s consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord’s opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Lease Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Landlord has right to put Unit for Rent signs in the windows no more than (45) days prior to date Tenant intends to vacate the premises.
9. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord’s agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Landlord at a time within (45) days prior to the expiration of this lease, to place upon the premises any usual “To Let” or “For Lease” signs and permit persons desiring to lease the same to inspect the premises thereafter.
10. **INSURANCE.**
 - i. If the Leased Premises or any part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant’s agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
 - ii. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
 - iii. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord agrees that Tenant’s current insurer is acceptable. Landlord shall be listed as an additional insured on Tenant’s policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant’s compliance with the Paragraph. Landlord shall not be required to maintain insurance against thefts within the Least Premises or the Building.
11. **EMINENT DOMAIN.** The premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant’s use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu of thereof, but Tenant may file a claim for any taking of fixtures and improvements and by Tenant, and for moving expenses.
12. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within (60) days. Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option be a party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than

- one-third of the replacement cost, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
13. **LANDLORD’S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants and conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within (15) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 15 days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 15 day notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
14. **SECURITY DEPOSIT.** Tenant has no security deposit with Landlord.
15. **ATTORNEY’S FEES.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs and occurred in connection with such action, including reasonable attorney’s fee.
16. **NOTICES.** Any notice which either party may, or is required to give, shall be given via mailing same, postage prepaid, to Tenant at the premises, or Landlord at the address shown in the TERMS and RENT section of this lease, or at such other places as may be designated by the parties from time to time. [See paragraph 22]
17. **HEIRS, ASSIGNS, SUCCESSORS.** This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.
18. **RENEWAL.** The lease shall renew for successive 1-month periods after the initial (48) month term has expired under the same terms herein, unless either Tenant or Landlord gives notice in writing FORTY-FIVE (45) days in advance of lease term end that this lease shall end.
19. **SUBORDINATION.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
20. **HEADINGS.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
21. **BROKERS.** Tenant represents the Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder’s fee, or other similar charge, in connection with this Lease.
22. **NOTICE.** Any notice required or permitted in this Lease shall be deemed sufficiently given or served if sent by United States Certified Mail with a return receipt requested and addressed as follows: If to the Landlord: Ohio River Properties, L.L.C. PO Box 426, Martins Ferry, OH 43935, and if to the Tenant: Executive Director, Senior Services of Belmont County, 67650 Oakview Dr., St. Clairsville, OH 43950.
23. **FINAL AGREEMENT.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.
- FOR OHIO RIVER PROPERTIES, LLC.**

| | |
|---|-----------------|
| Landlord Signature | Date |
| FOR BELMONT COUNTY OHIO BOARD OF COMMISSIONERS dba SENIOR SERVICES OF BELMONT COUNTY | |
| <u>J. P. Dutton /s/</u> | <u>12-20-18</u> |
| J.P. Dutton, President | Date |
| <u>Josh Meyer /s/</u> | <u>12-20-18</u> |
| Josh Meyer, V.P. | Date |
| <u>Mark A. Thomas /s/</u> | <u>12-20-18</u> |
| Mark A Thomas, Commissioner | Date |
| Approved as to Form: | |
| <u>David K. Liberati /s/</u> | |
| David K. Liberati, Assistant Prosecutor | |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF HIRING DENNIS FILIPPI
AS FULL-TIME ASSISTANT DOG WARDEN/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Dennis Filippi as full-time Assistant Dog Warden at Belmont County Animal Shelter, effective December 26, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF HIRING CARL EDWARD HESS
AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Carl Edward Hess as part-time Driver at Senior Services of Belmont County, effective December 26, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF HIRING JEWEL HAMMOND
AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Jewel Hammond as part-time Driver at Senior Services of Belmont County, effective December 26, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF HIRING JEREMY CUSICK
AS UTILITY WORKER/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Jeremy Cusick as a Utility Worker at Belmont County Water & Sewer District, effective January 7, 2019.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

Mr. Thomas Yes

Mr. Dutton said none of the last four hiring motions are new positions and they were posted publicly.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
STEVE HILL, OIL & GAS LIASION/COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Steve Hill, Oil & Gas Liaison for Belmont County Commissioners, effective December 31, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

Mr. Dutton said Steve did a fantastic job during his time with the county working on oil and gas issues and wished him well.

**IN THE MATTER OF APPROVING PROPOSAL AND CONTRACT
WITH S.A. COMUNALE CO./DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Proposal and Contract for Inspection with S.A. Comunale Co., Inc., in the amount of \$850.00 for the Annual and Semi-Annual Dry Sprinkler and Annual Fire Extinguisher Inspections at the Department of Job and Family Services/Fox-Shannon building for the period of January 1, 2019 to December 31, 2019.

| | | |
|--|---|---|
|  S.A. Comunale An EMCOR Company | 25 N Canfield-Niles Rd, Suite 25 Austintown, OH 44515 Phone: 330-797-7558 Email: samantha.grimm@comunale.com | Proposal Number: 2018-3 Proposal Date: 12/7/2018 Revision Number: Rev 0.0 Revision Date: |
|--|---|---|

PROPOSAL & CONTRACT for INSPECTION

Attention: Mike Waller

Quoted To:

Belmont County Commissioners
101 West Main Street
St Clairsville, OH 43950
mike.waller@jfs.ohio.gov

Site Location:

Belmont – Fox Shannon
310 Fox-Shannon Place
St Clairsville, OH 43950

RECEIVED

DEC 07 2018

BELMONT COUNTY COMMISSIONERS

In accordance with your request, we are pleased to offer the following **one year** Inspection Contract and proposal. Our proposal is based on the following Inspection(s) Performed and the listed Scope of Work:

| Inspection Performed | Inspection Frequency | Equipment Amount | Inspection Price |
|------------------------------|------------------------|------------------|----------------------|
| Dry Sprinkler Inspection | Annual and Semi-Annual | | 360.00 x 2= \$720.00 |
| Fire Extinguisher Inspection | Annual | | 130.00 |

Total Cost of Inspection Contract / Proposal \$850.00

Price And Payment: For Inspection of the Equipment identified above Customer will pay Contractor the Annual sum of **\$850.00**.

Alternate:

N/A

Scope Of Work:

Dry Fire Sprinkler System(s) – Semi-Annual: we will visually inspect the hydraulic placard, low air pressure switch, alarm pressure switch, water motor alarm gong and valve tamper switch. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will perform a function test on any alarm pressure switch, low air pressure switch, valve-tamper switch and water motor alarm gong (if applicable). We will drain excess priming water from the valve and test any quick opening devices. We will perform a main drain test on any dry system that has a backflow preventer or pressure control valve upstream from the wet pipe sprinkler system. Note we are only required to flow one wet riser in a multiple riser configuration alternating between risers each quarter.

Dry Fire Sprinkler System(s) – Annual: we will visually inspect the hydraulic placard, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads and hangers. We will perform a function test on any alarm pressure switch, valve tamper switch, low air supervisory switch, low temperature supervisory switch and water motor alarm gong (if applicable). We will perform a main drain test on each dry sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem. We will flow test the dry valve by lowering the air pressure in the system until the system trips. We are required to perform a full flow test every three year – this test consists of flowing water through the system to the inspectors test connection and recording the time it took to get there. Those years that a full flow trip is not required we will perform a controlled flow test – this consists of partially closing the main sprinkler system control valve three / quarters of the way closed and lowering the air pressure in the system until the valve trip then quickly closing off the main sprinkler system control valve. Before resetting the dry valve we will perform a visual inspection in the interior of the dry valve to include those valves that can be reset without taking off the front inspection plate.

Fire Extinguisher Inspection(s) – Annual: we will visually check the fire extinguisher for damage, correct pressure or weight, condition of hose, gauge, cabinet, bracket and signs. We will replace the tamper seal, fire extinguisher inspection tag and gently fluff the fire extinguisher to insure the powder is not caked.

Exclusions:

- Overtime Or Holidays
- Special Lift Equipment
- N/A

*Scanned & emailed
to J. Regis.
12/21/18.
Emailed to Samanth
at SA
Comunale

Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made.

This inspection pricing is based upon a one technician crew from the S. A. Comunale Co., Inc.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable)

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS WHEREOF, this Contract is entered into on the 20 day of DEC, 2018.

CUSTOMER:

Belmont County Commissioners

X J.P. Dutton X Mark A. Thomas

Signature J.P. DUTTON, PRES MARK A. THOMAS

JOSE MEYER, VP

Print Name

BELMONT COUNTY COMMISSIONERS

Title

CONTRACTOR:

S.A. Comunale Co., Inc.

Samantha Grimm

Signature

Samantha Grimm

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:
Enter Name And Title Separated By Comma - Enter N/A For None.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF SIGNING THE COUNTY RISK SHARING
AUTHORITY (CORSA) 2019-2020 RENEWAL APPLICATION SUMMARY**

Motion made by Mr. Meyer, seconded by Mr. Thomas to authorize Commission President J. P. Dutton to sign the County Risk Sharing Authority (CORSA) 2019-2020 Renewal Application Summary for the county's insurance.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |

DISCUSSION HELD-Mr. Thomas said this is his last meeting for the second time around. "When you take this job you have an agenda laid out for the best interest of the county. For the last five-plus years, between the two boards that I've worked with, we've got a lot accomplished.

I want to make this about the county; this is not about me, because one person does not make Belmont County,” he said. He thanked the Commissioners’ staff for all they do.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:45 A. M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:20 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:20 a.m.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
JO STILES, PART-TIME EMPLOYEE/WATER & SEWER**

Motion made by Mr. Dutton, seconded by Mr. Thomas to accept the resignation of Jo Stiles, Part-Time employee at Belmont County Water & Sewer District, effective September 14, 2018.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |

Mr. Dutton said the meeting will stand in recess through 2018 for any bills that possibly may come in.

**Reconvened Monday, December 31, 2018, at 9:48 a.m. Present: Commissioners Dutton and Meyer and Jayne Long, Clerk.
Absent: Commissioner Thomas**

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:48 A.M.
Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 9:48.
Upon roll call the vote was as follows:

| | |
|------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Absent |

Read, approved and signed this 3rd day of January, 2019.

J. P. Dutton /s/
Josh Meyer /s/ COUNTY COMMISSIONERS
Jerry Echemann /s/

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT
Jayne Long /s/ CLERK