

St. Clairsville, Ohio

February 19, 2020

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

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

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann 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 \$1,163,033.50

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E13.012 Matrix	\$27,000.00
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$17,290.00

H10 CHILD SUPPORT ENFORCEMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2760-H010-H05.010 Supplies	E-2760-H010-H12.006 AFSCME Care Plan	\$47.91

S54 COMMON PLEAS/GEN. SPEC./MEDIATION SERVICES

FROM	TO	AMOUNT
E-1544-S054-S03.004 Workers Comp	E-1544-S054-S02.002 PERS	\$2,000.00

S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$1,914.99

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 19, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITORS-Doug DeVault to Cambridge, OH, on February 25-26, 2020, to attend the regional training class on Vehicle Tank Meters for the Weights and Measures Department. Estimated expenses: \$100.00
 Kathaleen Dobson to Columbus, OH, on February 20, 2020, to attend the Bureau State Hearings. Estimated expenses: \$144.95. Kathaleen Dobson and Jim Dyrdek to Columbus, OH, on February 24, 2020, to attend the Day Care Round Table. A county vehicle will be used for travel. Estimated expenses: \$30.00. Christine Parker to Columbus, OH, on March 5-6, 2020, to attend the PCSAO Executive meeting. A county vehicle will be used for travel. Estimated expenses: \$405.00.
SENIORS-Denise Starr to Cambridge, OH, on March 6, 2020, for a senior outing to the forum at Pritchard Laughlin Center. Kay Driscoll to Moundsville, WV, on March 11, 2020, for a senior outing to the Dollar Store. Maxine Jurovcik to Dennison, OH, on March 24, 2020, for a senior outing to the Dennison Railroad Museum. Sue Neavin to Steubenville, OH, on March 24, 2020, for a senior outing to Scaffidi's Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 12, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING AN AGREEMENT WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEER'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$20,000.00 for the design of a new composite concrete deck for the BEL-4-25.56 bridge in Pease Township, based upon the recommendation of Terry Lively, County Engineer.
Note: This will be paid by OPWC and MVGT funds.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Rehabilitation of BEL-4-25.56

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of rehabilitating the BEL-4-25.56 bridge, Pease Township over the Glenss Run (SFN 0734330) and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and
WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary design documents for the rehabilitation of the referenced bridge.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 15, 2020.

- Stage 1 Plan Submittal March 30, 2020
- Stage 2 Plan Submittal May 30, 2020
- Tracings Submittal July 15, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$20,000.00 (Twenty Thousand dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....	\$20,000
TOTAL	\$20,000

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER'S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER'S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user's sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of February, 2020.

WITNESSES:

BELMONT COUNTY BOARD OF COMMISSIONERS

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/

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

WITNESS:

BELMONT COUNTY ENGINEER

Bonnie Zuzak /s/

Terry Lively /s/

Terry D. Lively, P.E., P.S.

WITNESS:

HAMMONTREE & ASSOCIATES, LIMITED

By:
Title:

Approved as to form:
DAVID K. LIBERATI
Belmont County Assistant Prosecutor
David K. Liberati /s/

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

IN THE MATTER OF THE VACATION OF AN UNNAMED ALLEY GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1176

Office of County Commissioners

Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 19th day of February, 2020, at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

RESOLUTION – ORDER TO CLOSE ROAD Sec. 5553.10 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of February 5, 2020, and a copy of this resolution be forwarded to the Goshen Township Trustees.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

Adopted the 19th day of February, 2020.

Jayne Long /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. "locating," "establishing," "altering," "widening," "straightening," "vacating" or "changing the direction of."

IN THE MATTER OF APPROVING MOVING TIFFANY ENGLISH FROM FULL-TIME TO PART-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to move Tiffany English from full-time to part-time registered nurse at the Belmont County Jail, effective March 1, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO CONTRACTS FOR
HOMEMAKER/PERSONAL CARE SERVICES/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with the following providers, on behalf of Senior Services of Belmont County, for homemaker/personal care services effective March 1, 2020 through February 28, 2021 (with option to renew), based upon the recommendation of Gary Armitage, Executive Director:

<u>PROVIDER</u>	<u>HOURLY RATE</u>
Just Right Homecare, Inc.	\$21.50 per hour
Advanced Home Health, Inc.	\$21.50 per hour
Addus Health Care, Inc.	\$21.50 per hour for personal care \$18.00 per hour for homemaker care

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2020 – February 28, 2021 (with Option to renew)**

This contract (“Contract”) is entered into as of the 1st day of **March, 2020**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSOBC”) and **Just Right Homecare, Inc.** (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSOBC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSOBC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2020 through February 28, 2021, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Just Right Homecare, Inc.
Attn: Janice L. Ross, President
2197 National Road
Wheeling, WV 26003

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2020, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSOBC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2021, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2021. The renewal or extension may not extend beyond February 28, 2022.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSOBC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor’s personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client (“consumer”) (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSOBC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living (“ADL’S) and instrumental activities of daily living (“IADL’s). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client’s consumer’s care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client’s family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL’s and IADL’s; and

d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract.

Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC's permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County. Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

- Purchaser will pay **twenty-one dollars and fifty cents (\$21.50)** per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or 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.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

12. INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

13. NOTICE

Notice as required under this Contract 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.

14. 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 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 Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. 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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract.

Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract 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.

17. 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 Purchaser'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.

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. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractors compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

19. ASSIGNMENTS

Contractor shall not assign this Contract without express, prior, written approval of Purchaser.

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that

contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2020 are governed by this Contract.

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.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. 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 condition.

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County's Ohio Works First customers.

31. 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.

32. COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

39. PATENT RIGHTS

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 Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBOC's efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBOC

<u>J. P. Dutton /s/</u>	<u>2-19-2020</u>
J.P. Dutton, President, Belmont County Commissioners	Date
<u>Jerry Echemann /s/</u>	<u>2-19-2020</u>
Jerry Echemann, Vice President, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>2-19-2020</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Gary Armitage /s/</u>	<u>2/10/2020</u>
Gary B. Armitage, Executive Director Senior Services of Belmont County FOR JUST RIGHT HOMECARE, INC.	Date
<u>Janice L. Ross /s/</u>	<u>020520</u>
	Date

APPROVED AS TO FORM

<u>David K. Liberati /s/</u>	<u>02-18-2020</u>
David K. Liberati	Date
Assist. Belmont County Prosecutor	

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2020 – February 28, 2021 (with Option to renew)**

This contract ("Contract") is entered into as of the 1st day of **March, 2020**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Advanced Home Health, Inc.** ("Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC's homemaker and personal care services program ("Clients") during the period beginning March 1, 2020 through February 28, 2021, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Advanced Home Health, Inc.
attn: Sheila Smith, Administrator
867 National Road
Bridgeport, Ohio 43912

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2020, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2021, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2021. The renewal or extension may not extend beyond February 28, 2022.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client's consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client's family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time.

Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract.

Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC' permission. ...

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County. Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBoc, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay **twenty-one dollars and fifty cents (\$21.50)** per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or 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.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

12. INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

13. NOTICE

Notice as required under this Contract 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.

14. 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 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 Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

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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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract.

Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBoc or otherwise), or other county employees involved in the negotiation of this Contract 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.

17. 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 Purchaser'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.

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. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C.

117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

19. ASSIGNMENTS

Contractor shall not assign this Contract without express, prior, written approval of Purchaser.

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2020 are governed by this Contract.

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.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. 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 condition.

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County’s Ohio Works First customers.

31. 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.

32. COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

39. PATENT RIGHTS

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 Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SBOC’s efforts to qualify the County’s homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SBOC

J. P. Dutton /s/ 2-19-2020

**J.P. Dutton, President,
Belmont County Commissioners** **Date**

Jerry Echemann /s/ 2-19-2020

**Jerry Echemann, Vice President,
Belmont County Commissioner** **Date**

Jerry Echemann /s/ 2-19-2020

**Josh Meyer,
Belmont County Commissioner** **Date**

Gary Armitage /s/ 2/14/2020

**Gary B. Armitage, Executive Director
Senior Services of Belmont County** **Date**

Sheila Smith /s/ 02/11/2020

FOR ADVANCED HOME HEALTH, INC. **Date**

APPROVED AS TO FORM

David K. Liberati /s/ 2/18/20

David K. Liberati **Date**
Assist. Belmont County Prosecutor

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2020 – February 28, 2021 (with Option to renew)**

This contract ("Contract") is entered into as of the 1st day of **March, 2020**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Addus HealthCare (South Carolina), Inc. dba Addus Homecare** ("Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC's homemaker and personal care services program ("Clients") during the period beginning March 1, 2020 through February 28, 2021, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Addus HealthCare (South Carolina), Inc.
attn: Darby Anderson, Chief Strategy Officer
2300 Warrensville Road, Suite 100
Downers Grove, Illinois 60515-1765

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2020, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2021, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2021. The renewal or extension may not extend beyond February 28, 2022.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01. To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:
 - a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
 - b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
 - c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client's consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client's family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system

available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC' permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County. Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

- Purchaser will pay: **twenty dollars (\$20.00)** per each one hour of personal care service to a client; and **eighteen dollars (\$18.00)** per each one hour of homemaker service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or 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. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

12. INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

13. NOTICE

Notice as required under this Contract 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.

14. 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 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 Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. 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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract.

Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract 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.

17. 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 Purchaser'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.

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. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractors compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

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Contractor shall not assign this Contract without express, prior, written approval of Purchaser.

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

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This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2020 are governed by this Contract.

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.

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This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. 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 condition.

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County's Ohio Works First customers.

31. 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.

32. COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

39. PATENT RIGHTS

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 Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBOC's efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBOC

<u>J. P. Dutton /s/</u>	<u>02-19-2020</u>
J.P. Dutton, President, Belmont County Commissioners	Date
<u>Jerry Echemann /s/</u>	<u>02-19-2020</u>
Jerry Echemann, Vice President, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>02-19-2020</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Gary Armitage /s/</u>	<u>02/10/2020</u>
Gary B. Armitage, Executive Director Senior Services of Belmont County ADDUS HEALTHCARE (SOUTH CAROLINA), INC.	Date
<u>Diane Kumarich /s/</u>	<u>2/5/20</u>
	Date

APPROVED AS TO FORM

<u>David K. Liberati /s/</u>	<u>2-18-20</u>
David K. Liberati	Date

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING QUOTE NUMBER 949
FROM DIGITAL DATA COMMUNICATIONS, INC/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 949 from Digital Data Communications, Inc., in the amount of \$1,762.51 for one SonicWALL TZ 400 and accessories for the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING QUOTE NUMBER 2505
FROM TOTTERDALE BROS SUPPLY CO. INC/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 2505 from Totterdale Bros Supply Co. Inc, in the amount of \$2,757.13 for one (1) Speedrooter XL for the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING PURCHASES
FOR BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following purchases for the Belmont County Sheriff's office, based upon the recommendation of Sheriff Dave Lucas:

- Four (4) Ford Police Sport Utility Vehicles through State of Ohio Cooperative Purchasing Contract at the estimated price of \$31,603.00 each.
- Outfitting from Bearcom in the amount of \$18,624.57 for each vehicle.
- Decals from Logotek in the amount of \$400.00 for each vehicle.
- Four (4) In-car video cameras from Pro-vision in the amount of \$2,930.00 for each vehicle.

Total cost per vehicle-\$53,557.57

Note: These vehicles are replacement vehicles. The vehicles, outfitting and decals will be paid for by the Belmont County Commissioners' General Fund. The in-car video cameras will be paid for by the Sheriff's Reserve Fund.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF AWARDING BID FOR BELMONT
COUNTY DIVISIONAL COURTS BUILDING RENOVATION
PROJECT TO COLAIANNI CONSTRUCTION, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Divisional Courts Building Renovation Project to Colaianni Construction, Inc. based upon the recommendation of McKinley Architecture and Engineering, Project Architect, as follows:

- Base Bid- \$5,804,000.00
- Alternate #1- 133,500.00 (site improvements)
- Alternate #2- 126,500.00 (site improvements)
- Alternate #3- 110,500.00 (site improvements)
- Alternate #5- 69,000.00 (security equipment)
- Chandelier Allowance- 12,000.00
- Contingency Allowance- 25,000.00
- Testing Concrete Allowance- 4,000.00
- Total Bid \$6,284,500.00**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said work should start very soon and should be completed late this year or early next year. He said this will allow some departments to get out of space that was supposed to be temporary 20, 25, 30 years ago, specifically the prosecutor's office and Western Division Court. Mr.

Dutton said, "This is a big project, especially combined with the other building that's already complete. This is the biggest building project, I think, in Belmont County's history. There is room for growth in these buildings, there is even room for growth on these properties."

RECESS

**9:30 Gary Armitage, Executive Director, Senior Services of Belmont County
Re: Department Update**

Mr. Armitage gave an overview for his department for 2019. He said their one primary mission at Senior Services is to keep people independent in their community for as long as possible. He said, " We are committed to serving residents of Belmont County, age 60 and over, who have the need for services to help maintain their independence." He noted at any given moment they have approximately 2,000 seniors actively getting one or more services. In order to get services you have to have a qualifying need such as an inability to make your own lunch, an inability to drive, etc. Mr. Armitage said 85% of their funding is from levy funds which brought in over \$5 million in 2019. Services provided include meals, transportation, personal care/homemaker services, walk-in centers and HEAP assistance. They also partner with other organizations such as Jerry's March, County Substance Abuse Prevention Coalition, Adult Services Coalition, the Ohio Attorney General's office and others. He said all centers transport to the grocery store and have day trips at least once a month. A monthly dinner/music night is held at the Centerville center and a Christmas party and Senior Center picnic is held yearly. Mr. Armitage said the revenue for 2019 was \$6,086,069.45, expenses \$5,463,795.17 with a net gain of \$622,274.28. He added the current fund balance is \$4,324,766.49. The Board of Commissioners thanked Mr. Armitage for his hard work and wished him well on his retirement.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:12 A.M.**

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:58 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:58 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said as a result of the executive session there is one motion for the Board to consider.

**IN THE MATTER OF APPROVING PHILIP PICCIN,
PART-TIME DRIVER AT SSOBC TO START UNPAID LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Philip Piccin, part-time driver at Senior Services of Belmont County, to start authorized unpaid leave effective February 14, 2020 , not to exceed April 13, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:59 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Belmont County Water and Sewer District Director Kelly Porter and Assistant Prosecutor Dave Liberati pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Commissioner Dutton left executive session for a prior engagement.

Jeff Paolina and Jim Bucon, Muxie Distributing Company, joined at 11:06 a.m. for a portion of executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:19 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:19 p.m.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Echemann said as a result of executive session there is no action to be taken.

February 19, 2020

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:19 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:19 p.m.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Read, approved and signed this 26th day of February, 2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /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