

St. Clairsville, Ohio

February 2, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, 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. Meyer, seconded by Mr. Dutton 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,116,521.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0041-A002-H01.002 Salary Probation Officer	E-0257-A015-A15.074 Transfers Out	\$51,600.00
E-0041-A002-H03.003 PERS	E-0257-A015-A15.074 Transfers Out	\$8,400.00
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A09.000 Appellate Crt. Dist.	\$1,584.00

B00 DOG AND KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B03.010 Supplies	\$9,953.10
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B11.000 Other Expenses	\$9,953.10

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$175.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND S86 NORTHERN CT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfer Out	R-1561-S086-A06.574 Transfers In	\$20,000.00

A00 GENERAL FUND AND S87 EASTERN CRT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfer Out	R-1571-S087-S06.574 Transfers In	\$20,000.00

A00 GENERAL FUND AND S88 EASTERN CT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfer Out	R-1551-S088-S05.574 Transfers In	\$20,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 05, 2022****

N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N04.055	Contract-Services-Construction	\$107,387.00
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****FEBRUARY 02, 2022****

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$1,624.79
E-0151-A002-F09.000	Other Expenses	\$1,435.63

N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N05.055	Contract Projects	\$915,623.94
E-9014-N014-N12.000	USDA Sewer Projects	\$537,946.75

S12 PORT AUTHORITY

E-9799-S012-S01.002	Salary	\$55,000.00
E-9799-S012-S07.000	Professional Services	\$7,000.00
E-9799-S012-S08.003	PERS	\$3,000.00

S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS

E-1561-S086-S01.002	Salaries	\$20,000.00
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S87 EASTERN COURT-GENERAL SPECIAL PROJECTS

E-1571-S087-S01.002	Salaries	\$20,000.00
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S88 WESTERN COURT-GERERAL SPECIAL PROJECTS

E-1511-S088-S01.002	Salaries	\$20,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR JANUARY & FEBRUARY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for
Hospitalization Chargebacks for the months of January & February 2022

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	16,755.08
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	19,912.66
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	42,860.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	13,234.16
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,520.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	3,520.92
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,520.92
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,520.92
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	3,520.92
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,377.54
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,760.46
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,898.46
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	169,606.98
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	176,414.52
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,426.48
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,335.70
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,949.23
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	61,314.18
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	22,461.22
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	7,217.88
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	115,275.81
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	12,680.36
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,520.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,520.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,520.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	34,178.01
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,335.70
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	75,730.44
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	21,150.08
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	9,628.58
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	4,237.38
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	352.10
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,520.92
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,873.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	2,179.34
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,815.22
E-2229-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	4,905.24
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,195.98
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	968.26

E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	1,168.60
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,985.56
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	352.10
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	193.66
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,335.70
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	7,041.84
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,520.92
TOTALS			919,316.79

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/FEBRUARY 2022

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

February 2022

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
TOTALS			258.08

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,624.79** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 1-31-2022 (*Money was received from Belmont County Cat Shun for the reimbursement of December 2021 New Horizon Animal Hospital vet bills*).

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated February 2, 2022, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows: **COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Judge Davies, Noah Atkinson, Jennifer Shunk, Allison Powell, John Markus, Aaron Walker, Jonell Tolzda, Beth Oprisch and Courtney Cook to Columbus, OH, on March 9 – March 11, 2022, to attend the Ohio Juvenile Intercourt Conference.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 26, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL SECTION 6 ABSENCES

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve a revision to the Belmont County Personnel Policy Manual Section 6 ABSENCES.

- Revise Section 6.1 Holidays to add Juneteenth to the Holiday schedule.
- Removal of Section 6.11A Families First Coronavirus Response Act Policy Family and Medical Leave Expansion and Emergency Sick Leave.

Holidays 6.1

- A. All full-time employees (in active pay status the entire regularly scheduled work day immediately before and after the holiday) are entitled to the following holidays:
- | | |
|------------------------|---------------------------|
| New Year's Day | First day of January |
| Martin Luther King Day | Third Monday of January |
| Presidents' Day | Third Monday of February |
| Memorial Day | Last Monday in May |
| Juneteenth Day | Nineteenth day of June |
| Independence Day | Fourth day of July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | Eleventh day of November |
| Thanksgiving Day | Last Thursday in November |

Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	Twenty-fifth day of December

- B. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday. However, if an employee’s work schedule is other than Monday through Friday, the employee is entitled to holiday pay for the day on which the holiday falls, regardless of the day of the week on which it is observed.
- A. In observance of each authorized holiday, full-time employees will normally be granted the day off from work, with straight time pay, provided they are not employed in one of the twenty-four (24) hour, seven (7) day per week facilities.
- B. If a holiday occurs while an employee is on vacation or sick leave, such vacation or sick leave day will not be charged against their vacation or sick leave balance. Such vacation day may be taken at a later date in accordance with the policy on vacation usage.
- E. If a full-time non-exempt employee is required to work on one of the above holidays, they shall be paid at the rate of one and one-half (1 ½) times their regular hourly earnings. This premium pay for working the holiday will be in addition to the employee's straight time holiday pay.
- F. In addition to the holidays specified in this policy, the Employer may recognize any day appointed and recommended by the President of the United States or the Governor of the State of Ohio, or any day created through legislation. The decision to recognize these additional holidays lies solely with the Employer.
- G. Holidays and holiday pay for bargaining unit employees are governed by the terms of the applicable collective bargaining agreement.

Original Adoption Date: 5/16/2008, 12/28/17 Revision Date: 5/27/2020, 2-2-2022

The following section will cease to have effect as of 01/01/2021.

Families First Coronavirus Response Act Policy

Family and Medical Leave Expansion and Emergency Sick Leave 6.11A

Effective April 1, 2020, and ending on December 31, 2020, employees will be entitled to the limited use, expanded leave in the following manner:

- I. Family and Medical Leave Expansion- “Public Health Emergency Leave”**
- The Employer’s Family and Medical Leave Policy is hereby amended to include eligible employees who, because of a qualifying need related to a public health emergency, have need to avail themselves of “Public Health Emergency Leave,” as defined below. Traditional Family and Medical Leave will remain available to all employees otherwise entitled to such leave, unpaid and under existing Employer policy, and its provisions are only changed herein insofar as the application of the new “Public Health Emergency Leave” benefit described herein.
- A. An eligible employee is entitled to take up to twelve (12) weeks of Family and Medical Leave, provided the employee has not utilized such Leave prior to the need for Public Health Emergency Leave, and such leave is for a qualifying need related to the COVID-19/Coronavirus public health emergency. An employee becomes eligible for public health emergency leave after being employed for at least thirty (30) calendar days by the Employer with respect to whom leave is requested.
- B. Public Health Emergency leave will only be for a qualifying need related to a public health emergency. The only qualifying need related to a public health emergency recognized by this policy is for an employee who is unable to work (or telework) due to a need for leave to care for the son or daughter under eighteen (18) years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- C. Public Health Emergency Leave will consist of unpaid leave for the first ten (10) days a qualified employee takes public health emergency leave. An employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave during the first ten (10) days of public health emergency leave. After the first ten (10) days of public health leave, an Employer shall provide paid leave for each day of public health emergency leave remaining of the employee’s overall FMLA entitlement that an employee takes after taking leave under such section for ten (10) days. The amount of pay that an eligible full-time employee may receive, as provided in the previous paragraph, will be calculated based on an amount that is not less than two-thirds (2/3) of an employee’s regular rate of pay; and the number of hours the employee would otherwise be normally scheduled to work.
- D. For part-time employees or employees with varying schedules, and to the an extent that an Employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer shall use the following in place of such number:
a number equal to the average number of hours that the employee was scheduled per day over the six (6) month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.

- Also, if the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.
- E. Regardless of whether the employee is full-time, part-time, seasonal, or otherwise, in no event shall any pay in this policy for public health emergency leave exceed \$200 per day and \$10,000 in the aggregate.
 - F. In any case where an employee has the necessity for public health emergency leave and the need is foreseeable, an employee shall provide the Employer with such notice of leave as soon as is practicable. The Employer will provide a form for such request that the employee must fill and return to the Employer as soon as is practicable. A failure to provide practicable notice may result in the employee being absent without approved leave.
 - G. **Special Rule for Health Care Providers and Emergency Responders**
An Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employee from the application of the provisions in the amendments made under of section 3102 of this Act.
The Employer has not elected, pursuant to the Family and Medical Leave Expansion Act to exclude health care providers and emergency responders from the application of the new public health emergency leave.
 - H. Under the Family and Medical Leave Expansion Act, the requirements that an Employer to restore an employee who returns from FMLA leave to their position or an equivalent one do not apply to Employers with fewer than twenty-five (25) employees if certain conditions are met:
 - i. the employee takes public health emergency leave;
 - ii. the employee's position no longer exists due to economic conditions or other changes in the Employer's operating conditions that affect employment and are caused by the COVID-19/Coronavirus emergency;
 - iii. the Employer makes reasonable efforts to restore the employee to an equivalent position; **and**
 - iv. if the Employer cannot restore the employee to an equivalent position, the Employer makes reasonable efforts to contact the employee if an equivalent position becomes available during the "contact period." The "contact period" is one (1) year from either (a) the date public health emergency leave ends, or (b) the date that is twelve (12) weeks after public health emergency leave starts, whichever is earlier.

II. **Definitions**

- A. "Child care provider" means a provider who receives compensation for providing child care services on a regular basis.
- B. "Eligible Employee" means an employee who has been employed for at least thirty (30) calendar days by the Employer with respect to whom leave is requested.
- C. "Health Care Provider" and "Emergency Responder" includes, but is not limited to an employee engaged by the Employer to function as a Physician, Public Health Nurse, Registered Nurse, Licensed Practical Nurse, Sanitarian (including those in training), Health Agency staff and employees who has as their job duties the requirement to provide and/or directly support the provision of health care services for an Employer, Sworn Police Officer, Sheriff's Deputy, Township Constable, Firefighter, Firefighter/EMT, Firefighter/Paramedic, Dispatcher, Communications Officer, Corrections Officer, Jailer, ambulance service provider, or any employee who has as their job duties the requirement to provide and/or directly support the provision of law enforcement, public safety, emergency response services, rescue workers, and ambulance service providers, or any other classification of employee not designated above who is included in the term emergency responder through federal regulation. Additionally, pursuant to Public Law 116-127, emergency responder includes any other classifications or types employees performing duties that the Department of Labor Secretary deems appropriate to fit under this category through guidance or rules provided subsequent or concurrent to the adoption of this policy.
- D. "Employer" means any public sector agency or any private sector entity with fewer than five hundred employees.
- E. "Public Health Emergency" means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.
- F. "Public Health Emergency Leave" means a particular type of Family and Medical Leave that is in part unpaid and paid that qualified employees may utilize in response to the COVID-19/Coronavirus pandemic.
- G. "Qualifying need related to a public health emergency" means that, for the purposes of the Family and Medical Leave Expansion Act, the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under eighteen (18) years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- H. "School" means an elementary school or secondary school as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

III. **EMERGENCY PAID SICK LEAVE ACT LEAVE**

- A. The Employer's Sick Leave Policy is hereby amended to include Emergency Paid Sick Leave to eligible employees who are unable to work or telework, due to a need for leave because:
 - (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
 - (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - (4) The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in paragraph (2).
 - (5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
 - (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

There is an exception that an Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employees from the application of this subsection regarding Emergency Paid Sick Leave. The definition for emergency responder can be found in the definitions section above in Section II(C).
The Employer has not elected, pursuant to the Emergency Paid Sick Leave Act to exclude health care providers and emergency responders from the application of the new public health emergency leave.
- B. An employee shall be entitled to emergency paid sick leave for eighty (80) hours for full-time employees. For part-time employees, the employee will be entitled to a number of hours equal to the number of hours that such employee works, on average, over a two (2) week period. The paid sick leave under this policy shall be available for immediate use by the employee for the purposes described in this policy, regardless of how long the employee has been employed by an employer. Emergency paid sick leave under this policy will be in addition to any accrued sick leave already accrued by an employee, and the use of emergency paid sick leave will not be deducted from an employee's existing sick leave accrual.
- C. Emergency paid sick leave will be calculated for full-time employees based upon the number of hours the employee would otherwise be normally scheduled to work for full-time employees at the employee's regular rate of pay, the minimum wage found in the FLSA, or the minimum wage of the State of Ohio, at whichever rate is greater of the three rates.
For part-time employees or employees with varying schedules, and to the an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer shall use the following in place of such number:
 - a number equal to the average number of hours that the employee was scheduled per day over the six (6) month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.

Also, if the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.
- D. With respect to any emergency paid sick leave provided for any use described in III(A)(4),(5), or (6) referenced above in this policy, the employee's required compensation under this subparagraph shall be two-thirds (2/3) of the amount described in Section II(C.) of this policy.

- Additionally, regardless of the employee’s full or part-time status, in no event shall such paid sick time exceed:
- i. \$511 per day and \$5,110 in the aggregate for a use described in III(A)(1),(2), or (3) as referenced above regarding qualifying reasons for emergency sick leave; and
 - ii. \$200 per day and \$2,000 in the aggregate for a use described in III(A)(4),(5), or (6) as referenced above regarding qualifying reasons for emergency sick leave.
- E. An employee may first use the paid sick leave provided under this policy for the purposes described in this policy, and an Employer may not require an employee to use other paid leave provided by the Employer to the employee before the employee uses the emergency paid sick leave under this policy for the purposes specified above.
 - F. Paid sick leave provided to an employee under this policy shall cease beginning with the employee’s next scheduled shift immediately following the termination of the need for paid sick leave under this policy.
 - C. Any employee requesting such leave provided in this section shall provide notice to the Employer as soon as is practicable that the employee requires the need for leave. The Employer will provide a form for the employee to complete designating the request for leave, and the type of leave to be requested. A failure to provide practicable notice may result in the employee being absent without approved leave.
 - D. An Employer may not require, as a condition of providing Emergency Paid Sick Leave under this policy, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid sick leave. Paid sick leave under this policy.
 - E. Paid sick leave under this section shall not carry over from one (1) year to the next.
 - F. After the first workday (or portion thereof) an employee receives paid sick leave under this Act, an Employer may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick leave.
 - G. Each Employer shall post and keep posted, in conspicuous places on the premises of the Employer where notices to employees are customarily posted, a notice, to be prepared or approved by the Secretary of Labor, of the requirements described in this Act.

Original Adoption Date: April 1, 2020 Revision Date: February 2, 2022

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED FORMS

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the revised forms to be used by Belmont County employees as follows:

- Request for Paid Sick Leave
- Request for Vacation and Other Leave
- FMLA Request for Leave of Absence

Upon roll call the vote was as follows:

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

Mr. Meyer said the last two motions deals with HR. Juneteenth was added as a holiday by the Federal Government and the forms are more efficient.

**IN THE MATTER OF APPROVING THE TRANSFER OF A 2016
CHEVY IMPALA FROM COURT OF COMMON PLEAS,
PROBATION DEPARTMENT OF WESTERN DIVISIONAL COURT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize the transfer of a 2016 Chevy Impala from the Court of Common Pleas, Probation Department to Western Divisional Court for use by their Probation Officer.

Note: This vehicle is no longer needed by the Court of Common Pleas, Probation Department due to the purchase of a new vehicle.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PROSECUTING ATTORNEY’S
FURTHERANCE OF JUSTICE ANNUAL REPORT FY2021**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2021 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

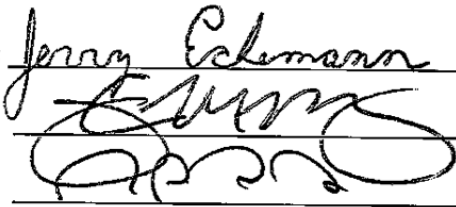
**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT
AND NOTICE TO PROCEED WITH WORLDWIDE INDUSTRIES CORP.,
FOR WATER AND SEWER DISTRICT FOX SHANNON, MYERS AND
GLENCOE WATER STORAGE TANKS RECOATING PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Contract and Notice to Proceed with Worldwide Industries Corp., in the amount of \$756,481.00, for the Belmont County Water and Sewer District Fox Shannon, Myers and Glencoe Water Storage Tanks Recoating project, based upon the recommendation of Jeff Vaughn, Project Engineer.

DOCUMENT 00690.2
NOTICE TO PROCEED

To: <u>Worldwide Industries Corp.</u>	Date: <u>FEB. 2, 2022</u>
<u>P. O. Box 1681</u>	Project: <u>Fox Shannon, Myers and Glencoe</u>
<u>Butler, PA 16003-1681</u>	<u>Water Storage Tanks Recoating</u>

You are hereby notified to commence work in accordance with the Agreement dated FEB. 2, 2022 and fully complete the Work by October 15, 2022.

Belmont County Commission
Owner
By: 

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by

this the _____ day of _____, 20____.
By: _____
Title: _____

AGREEMENT

This Agreement is dated as of the 2nd day of FEBRUARY in the year 20, by and between the **Belmont County Commission** hereinafter called Owner, and Worldwide Industries Corp. hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

FOX SHANNON. MYERS AND GLENCOE
WATER STORAGE TANKS RECOATING

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 S. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the GENERAL CONDITIONS and the NOTICE TO PROCEED; with **work at each tank site to be completed within 60 days of the date when that tank is taken out of service and all work to be completed by October 15, 2022.**
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Seven hundred fifty-six thousand four hundred eighty-one dollars and zero cents.
Written
\$ 756,481.00
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

5.1 Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 62, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 7.8 Specifications bearing the title:

Belmont County Commission
Belmont County Water and Sewer District

Fox Shannon, Myers and Glencoe
Water Storage Tanks Recoating
- 7.9 Drawings, consisting of sheets numbered 0 inclusive with each sheet bearing the following general title:
- 7.10 Addenda Number , inclusive.
- 7.11 Contractor's Bid with attachments
- 7.12 Documentation submitted by Contractor prior to Notice of Award, pages to , inclusive.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on FEB 2, 2022.

OWNER: Belmont County Commission

CONTRACTOR: Worldwide Industries Corp.

BY: [Signature]
BY: [Signature]
BY: [Signature]

BY: [Signature]

(Corporate Seal)

(Corporate Seal)

ATTEST: [Signature]

ATTEST: [Signature]

Address for giving notices:

Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Address for giving notices:

P.O. Box 1681
Butler, PA 16003-1681
Telephone No. (724) 283-9845
FAX No. (724) 283-1772
License No. N/A

Approved as to form:

 PA
Belmont Co. Prosecutor

Agent for service of process:

John Chamberlain

Owner/Contractor Agreement
00500-5

Upon roll call the vote was as follows:

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

Upon roll call the vote was as follows:

**IN THE MATTER OF APPROVING THE LETTER AGREEMENT FOR
PROVISION OF EXERCISE PROGRAMMING WITH TRINITY HEALTH
SYSTEM, ON BEHALF OF SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Letter Agreement for Provision of Exercise Programming with Trinity Health System, on behalf of Senior Services of Belmont County, effective for a one-year term beginning February 2, 2022 and may be renewed for successive one (1) year periods.

Note: There is no cost to the program and no protected health information will be exchanged, accessed or utilized by the parties.



January 28, 2022

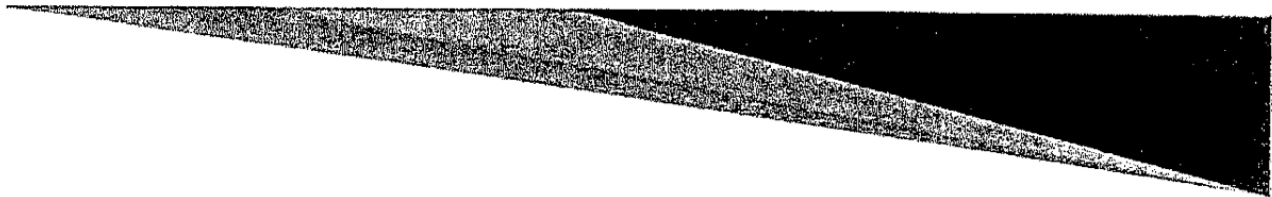
Ms. Lisa Kazmirski
Executive Director
Belmont County Senior Services
67650 Oakview Drive
St. Clairsville, Ohio 43950

RE: Letter Agreement for Provision of Exercise Programming

Dear Ms. Kazmirski:

It is our understanding that Belmont County Senior Services (“Program”) would like to provide exercise programming to its senior service population that participates in services offered by the Program and is looking to partner with other community partners to provide. Trinity Health System (“Trinity”) has been approached to provide these services to the Program. Trinity is in agreement to provide this exercise programming through its Prime Time Center (“Center”) which currently provides the same services to seniors in Steubenville, Ohio. This Letter Agreement (“Agreement”) will define the specific terms upon which Trinity will provide these services.

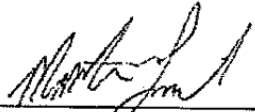
1. Trinity will provide on-site educational programs and services to the Program at least two (2) days per week beginning February 2, 2022. Once the programs are established and technology available, it is the desire of the parties to expand the relationship to include other services to be offered by Trinity to the Program. These services will be further defined as available and will be included in an amended Agreement in the future.
2. There will be no cost to the Program for these educational programs and services and no charge for any space used at the facilities while Trinity is using the space. These educational programs and services are in furtherance of Trinity’s mission to serve the needs of its community.

- 
3. Trinity will provide the staff to conduct these educational programs and services at either the Center in Steubenville or at the main offices of the Belmont County Senior Services located in St. Clairsville. Once the appropriate technology is in place, it would be the intent to also provide these programs virtually throughout the various Program sites. Trinity and its staff will maintain as confidential, the identity of any person attending these classes as well as any other information that may be provided to Trinity.
 4. The term of this Agreement shall be for a period of one (1) year and may be renewed for successive one (1) year periods. Either party may terminate for any reason upon providing thirty (30) days written notice to the other.
 5. Nothing in this Letter Agreement will require either party to refer individuals for any services of any kind to the other party.
 6. It is understood that no protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") will be exchanged, accessed or utilized by the parties. Should a future agreement be reached where PHI may be exchanged between the parties, a Business Associate Agreement ("BAA") and other agreements as necessary may be entered into at the time an agreement on future services is reached?

Trinity looks forward to working with the Program to provide these exercise classes as well as working on further collaboration in the future.

If this Letter Agreement is acceptable, please sign below and return to Trinity.

Sincerely,


Matthew Grimshaw
President & CEO

Date: 01-28-2022


Belmont County Commissioner

Date: 2/2/2022


Belmont County Commissioner

Date: 2/2/2022

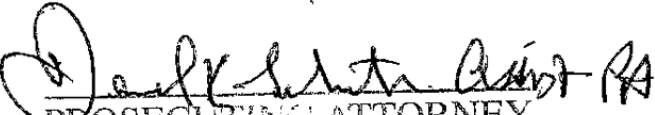

Belmont County Commissioner

Date: 2.2.22

Belmont County Senior Services

Date:

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

4000 Johnson Road | Steubenville, OH | P 740.264.8000

Upon roll call the vote was as follows:

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

OHIO HOSPITAL, LLC AND WHEELING HOSPITAL, INC/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Business Associate Agreement (BAA) with East Ohio Hospital, LLC, and Wheeling Hospital, Inc., on behalf of Senior Services of Belmont County, effective February 2, 2022.

Note: This BAA addresses the HIPPA requirements with respect to "business associates" as defined under the privacy, security, breach notification, and enforcement rules.

**EAST OHIO HOSPITAL, LLC
BUSINESS ASSOCIATE AGREEMENT**

1. PREAMBLE AND DEFINITIONS.

1.1. Pursuant to the *Health Insurance Portability and Accountability Act of 1996*, as amended ("**HIPAA**"), East Ohio Hospital, LLC, an Ohio limited liability company ("**Covered Entity**") and Senior Services of Belmont County or any of its corporate affiliates ("**Business Associate**"), enter into this Business Associate Agreement ("**BAA**") as of the 2nd day of February, 2022 (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2. This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Memorandum Of Use Agreement (the "**Underlying Agreement**").

1.3. Pursuant to changes required under the *Health Information Technology for Economic and Clinical Health Act of 2009* (the "**HITECH Act**") and under the *American Recovery and Reinvestment Act of 2009* ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4. Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information ("**ePHI**"), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5. A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at *45 C.F.R. Parts 160-164* (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1. Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2. Business Associate agrees to use appropriate safeguards, and comply with *Subpart C of 45 C.F.R. Part 164* with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4. The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within five (5) calendar days of "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under *45 C.F.R. § 164.404(c)* at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under *45 C.F.R. § 164.410*, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this **Section 2.4** was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5. Business Associate agrees, in accordance with *45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2)*, if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6. Business Associate agrees to make available PHI in a Designated Record Set to the [Choose either "covered entity" or "individual or the individual's designee"] as necessary to satisfy Covered Entity's obligations under *45 C.F.R. § 164.524*.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with *45 C.F.R. § 164.522*, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with *45 C.F.R. § 164.524(c)(4)*.

(c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with *45 C.F.R. § 164.502(b)(1)* that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in *45 C.F.R. § 164.514(e)(2)*, to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7. Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to *45 C.F.R. § 164.526*, or take other measures as necessary to satisfy Covered Entity's obligations under *45 C.F.R. § 164.526*.

2.8. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under *45 C.F.R. § 164.528*.

2.9. Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in **Section 8**).

2.10. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under *Subpart E of 45 C.F.R. Part 164*, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11. Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this **Section 2.11**, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in **Section 5**) ("EHR") in a manner consistent with *45 C.F.R. § 164.528* and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three (3) years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12. Business Associate agrees to comply with the "*Prohibition on Sale of Electronic Health Records or Protected Health Information*," as provided in *Section 13405(d) of Subtitle D* (Privacy) of ARRA, and the "*Conditions on Certain Contacts as Part of Health Care Operations*," as provided in *Section 13406 of Subtitle D* (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13. Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at *42 U.S.C. § 1320d-5 and 1320d-6*, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

3.1. General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in **Section 5**) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including *45 C.F.R. § 164.504(e)*, if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment, and health care operations," in accordance with the Privacy Rule.

3.2. Business Associate may use or disclose PHI as Required by Law.

3.3. Business Associate agrees to make uses and disclosures and requests for PHI: consistent with Covered Entity's Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and its implementing regulations) policies and procedures.

Business Associate may not use or disclose PHI in a manner that would violate *Subpart E of 45 C.F.R. Part 164* if done by the Covered Entity.

4. **OBLIGATIONS OF COVERED ENTITY.**

4.1. Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under *45 C.F.R. § 164.520*, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under *45 C.F.R. § 164.522*, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under **Section 3** of this BAA.

5. **COMPLIANCE WITH SECURITY RULE.**

5.1. Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at *45 C.F.R. Part 160* and *Subparts A and C of Part 164*, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2. In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at *45 C.F.R. § 164.308*, the physical safeguards set forth at *45 C.F.R. § 164.310*, the technical safeguards set forth at *45 C.F.R. § 164.312*, and the policies and procedures set forth at *45 C.F.R. § 164.316*, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at *42 U.S.C. § 1320d-5 and 1320d-6*, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

6. **Deleted in its entirety.**

7. **TERM AND TERMINATION.**

7.1. This BAA shall be in effect as of the 2nd day of February, 2022, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under **Section 7.2**.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with **Section 7.3**.

7.2. Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed seven (7) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.3. Upon termination of this BAA for any reason, the parties agree that:

Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with *Subpart C of 45 C.F.R. Part 164* with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this **Section 7**, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth above which applied prior to termination.

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- 7.4. The obligations of Business Associate under this **Section 7** shall survive the termination of this BAA.
8. **MISCELLANEOUS.**

8.1. The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

8.2. The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3. This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4. This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5. This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6. This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.7. Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the state of Ohio.

[Signatures Follow on the Next Page.]

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the date first above written.

East Ohio Hospital, LLC

By _____

Name: Bernie Abertini
Title: Administrator and Chief Operating Officer

Belmont County Commissioners

By *Josh Meyer /s/* _____

Name: Josh Meyer
Title: President

By *J. P. Dutton /s/* _____

Name: J. P. Dutton
Title: Vice-President

By *Jerry Echemann /s/* _____

Name: Jerry Echemann
Title: Member

Senior Services of Belmont County

By _____

Name: Lisa Kazmirski
Title: Executive Director

APPROVED AS TO FORM:

David K. Liberati /s/ _____

David K. Liberati
Assistant Prosecuting Attorney

**WHEELING HOSPITAL, INC.
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”), is made as of the 2nd day of February, 2022 by and between **WHEELING HOSPITAL, INC.** (“Covered Entity”) and **SENIOR SERVICES OF BELMONT COUNTY** (“Business Associate”) (collectively the “Parties”) to comply with the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) (the “Act”), codified at 42 U.S.C. Section 1320d et. seq., as amended by the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5) (“HITECH”) and the regulations promulgated by the U.S. Department of Health and Human Services thereunder, including, 45 C.F.R. parts 160 and 164, subparts A and E (“the Privacy Rule”), 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and 45 C.F.R Subpart D (“Breach Notification Rule”), as amended from time to time (the Act, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule are collectively referred to herein as “HIPAA”) and other applicable federal and state confidentiality and security laws.

RECITALS

WHEREAS, Covered Entity and Business Associate have entered into an arrangement (the “Underlying Agreement”), pursuant to which Business Associate provides certain services for or on behalf of Covered Entity, which may require access to, or the use or disclosure of, Protected Health Information that is subject to protection under HIPAA; and

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

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

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by HIPAA.
 - 1. Breach. “Breach” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which “compromises the security or privacy of the PHI” as set forth in 45 C.F.R. § 164.402; provided however, that a breach shall not include (i) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in a further use or disclosure in a manner not permitted under the Privacy Rule; (ii) any inadvertent disclosure by a person authorized to access PHI at Covered Entity or Business Associate to another person authorized to access PHI at Covered Entity or Business Associate, or an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; or (iii) a disclosure of

PHI where Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not have reasonably been able to retain the disclosed information.

2. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
3. Electronic Protected Health Information (“EPHI”). “Electronic Protected Health Information” or EPHI shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
4. Individual. “Individual” shall mean the person who is the subject of the protected health information.
5. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. As used in this Agreement, Protected Health Information shall also include Electronic Protected Health Information.
6. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI and that is enforceable in a court of law.
7. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
8. Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI maintained or interference with system operations in an information system maintained by Business Associate that contains PHI received from Covered Entity.
9. Unsecured PHI. “Unsecured PHI” shall have the same meaning as “unsecured protected health information” in 45 C.F.R. § 164.402, which shall mean PHI that is not rendered unusable, unreadable, or indecipherable through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5.

- B. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Privacy Rule applicable to business associates (as defined by the Privacy Rule), including:
1. Use and Disclosure of PHI. Except as otherwise limited in the Underlying Agreement or this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the Privacy Rule and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by HIPAA.
 2. Data Aggregation. To the extent permitted by the Underlying Agreement, or as otherwise expressly agreed to in writing by Covered Entity, Business Associate may use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.
 3. De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).
 4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall comply with the Security Rule and implement administrative, physical and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

5. Minimum Necessary. Business Associate shall use reasonable efforts to limit uses, disclosures and requests for PHI, to the extent practicable, to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)), or, if needed by Business Associate, to the minimum necessary to accomplish the intended purposes of such use, disclosure, or request, in accordance with the minimum necessary standards at 45 C.F.R. § 164.502(b), Section 13405(b) of HITECH, and any guidance issued by the Secretary.
6. Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI. This Section shall survive termination of the Agreement.
7. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree, in a writing that complies with the requirements of 45 C.F.R. § 164.504(e)(2) through (e)(4), to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to comply with the applicable requirements of the Security Rule with respect to any Electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity, including implementing reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such electronic PHI. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

8. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set in accordance with the requirements of 45 C.F.R. § 164.524. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format, including an electronic copy of PHI maintained electronically in a Designated Record Set; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.
 - (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
9. Restrictions on Uses and Disclosures. Business Associate shall comply with any communicated restrictions in the use or disclosure of PHI to which Covered Entity has agreed pursuant to 45 C.F.R. § 164.522, and shall further comply with any individual's request for restrictions on PHI disclosures that Covered Entity or Business Associate is required by law to honor, including without limitation, requests for restrictions on disclosures to a health plan if the disclosure is for payment or health care operations and pertains solely to a health care item or service for which the individual (or someone other than the health plan on behalf of the individual) has paid Covered Entity in full, unless disclosure is otherwise required by law. Business Associate shall forward any request for restrictions by an individual to Covered Entity within five (5) business days of such request. Covered Entity shall determine whether to grant or deny an individual's request for restrictions.
10. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with HIPAA, or any other health oversight agency,

or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

11. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
12. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
13. Knowledge of HIPAA. Business Associate agrees to review and understand HIPAA as it applies to Business Associate, and to comply with the applicable requirements of HIPAA and HITECH (including without limitation 45 C.F.R. §§ 164.306, .308, .310, .312, .314 and .316), as well as any applicable amendments.
14. Security Incident. Business Associate agrees immediately to report to the Covered Entity any security incident of which Business Associate becomes aware.
15. Securing PHI. Business Associate shall secure any and all electronic PHI covered by this Agreement in accordance with the guidance issued by the Secretary entitled "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended and updated from time to time. In addition, with respect to PHI covered by this Agreement, Business Associate shall comply with any guidance issued by the Secretary under the authority of HITECH Section 13401(c). Business Associate shall use best efforts to avoid the creation or storage of paper PHI.
16. Breach Notification.
 - (a) Breach of Unsecured PHI. Business Associate shall implement a reasonable system for discovery of Breaches of Unsecured PHI. Business Associate shall notify Covered Entity of any and all Breaches of Unsecured PHI. A Breach shall be treated as discovered by Business Associate on the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known

to Business Associate. Business Associate is deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the Business Associate.

- (b) Notification of Breach. Following the discovery of a Breach of Unsecured PHI, Business Entity shall initially notify Covered Entity without unreasonable delay and in no case later than three (3) calendar days after discovery of a breach.
 - (c) Content of Notice. Business Associate's initial notice to Covered Entity shall include (i) the identification of each individual whose Unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; and (ii) any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c). To the extent Business Associate is not able to provide (i) and (ii) at the time of initial notification, Business Associate shall provide (i) and (ii) as soon as the information becomes available.
 - (d) Notice to Individuals and Media. In the event Business Associate discovers a Breach of Unsecured PHI, Covered Entity shall decide how and when the notification to individuals and media shall be provided and shall approve the content of such notifications. At the request of Covered Entity and in Covered Entity's sole discretion, Business Associate shall provide the notification to individuals and/or the media as directed by Covered Entity, and/or reimburse Covered Entity for the cost of notifying individuals and/or the media.
17. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach of Unsecured PHI, Security Incident, or use or disclosure of PHI in violation of this Agreement or applicable state and federal law.
18. Performance of Covered Entity Obligations. To the extent this Agreement or the Underlying Agreement requires Business Associate to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the same Privacy Rule requirements that would apply to Covered Entity in the performance of such obligation.
19. Privacy Provisions of HITECH. Business Associate acknowledges and agrees that under the express statutory language of HITECH, the privacy provisions of HITECH are directly applicable to Business Associate; accordingly, such provisions are herein incorporated into this Agreement. Business Associate represents and warrants that it is compliance with such provisions now in effect and will come into compliance with the rest of such provisions as they take effect.

C. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the terms of this Agreement are extended to cover such information in accordance with the termination provisions in this Section D.
2. Termination for Breach. If Business Associate breaches any provision in this Agreement, Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Agreement, or Covered Entity may terminate this Agreement on a date specified by Covered Entity.
3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

D. Miscellaneous.

1. Mitigation. If Business Associate violates this Agreement or HIPAA, Business Associate agrees to mitigate any damage caused by such violation.
2. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
3. Disclaimer. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable

overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Wheeling Hospital, Inc.
1 Medical Park
Wheeling, WV 26003
Attn: CEO

If to Business Associate:

Senior Services of Belmont County
67650 Oakview Drive
St. Clairsville, Ohio 43950

Attn: Leslie Thompson

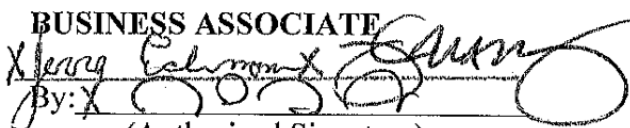
- 6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto; provided however, that Covered Entity may amend this Agreement from time to time as necessary, to comply with changes in applicable laws or regulations, including without limitation HIPAA, by providing thirty (30) days' written notice to Business Associate.
- 7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of West Virginia, without regard to applicable conflict of laws principles.
- 8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- 9. Relationship of Parties. Unless otherwise set forth in a separate agreement between Covered Entity and Business Associate, Business Associate's relationship with Covered Entity will be that of an independent contractor and Business Associate is not the agent of Covered Entity and is not authorized to make any representation, contract, or commitment on behalf of Covered Entity

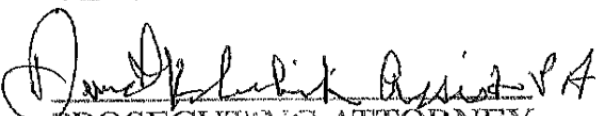
unless specifically requested to do so, by Covered Entity, in writing. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA and any applicable federal or state confidentiality or security laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or HIPAA.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations (C.F.R.) shall mean the cited section as that section may be amended from time to time.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the Effective Date.

BUSINESS ASSOCIATE	COVERED ENTITY
<div>By: <u></u> (Authorized Signature) JERRY ECHEMANN JOSH MEYER</div>	By: _____ (Authorized Signature)
Name: <u>J. P. DUTTON</u> (Type or Print)	Name: _____ (Type or Print)
Title: <u>BELMONT CO. COMMISSIONERS</u>	Title: _____
Date: <u>2-22-2022</u>	Date: _____

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Meyer said these agreements have been long awaited. It was announced last year the county would be working with Wheeling Hospital to provide additional services to Belmont County seniors. He said East Ohio and Trinity Hospital also showed an interest in participating. Mr. Meyer noted these are not contracts, just a first step in the process and there would be no direct exchange on levy dollars. The discussion in the fall was centered more on programs at the Howard Long Wellness Center. He stressed there are no expenditures of county funds for this program. Mr. Dutton said this will add extra services in the senior centers, they are trying to get more foot traffic in the centers. Ms. Kazmirski said the Silver Sneaker fitness program is offered at the Wellness Center, none of the other providers have a wellness facility. The seniors' insurance covers the program. Ms. Kazmirski said when she started work she was informed of the pending agreements. She had to review them and make sure everything was in order which took some time.

OPEN PUBLIC FORUM-Richard Hord inquired about the Commissioners applying for Brownfield Remediation grant funding to be used for the Hab Center. Mr. Meyer said the first round application was due on January 31. He said he is optimistic the county will get some funding and noted two other entities in the county applied for the grant. Mr. Meyer explained 25% match is needed for the following rounds of applications. Mr. Hord asked why the Hab Center is in such bad shape since it is only about 40 years old. Mr. Meyer said when you don't take

Care of buildings they deteriorate. He said they are trying to tackle neglected buildings along with their daily general duties and there is only a limited amount of money.

RECESS

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:35 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness (via phone), HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and dismissal of public employees.
Upon roll call the vote was as follows:

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

Mr. Dutton stepped out before roll call.

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:33 A.M.

Motion made by Mr. Meyer seconded by Mr. Dutton to exit executive session at 10:33 a.m.
Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are two motions for the board to consider.

IN THE MATTER OF APPROVING PAID PARENTAL LEAVE FOR
KATHERINE BAYNESS, HUMAN RESOURCES ADMINISTRATOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Paid Parental Leave for Katherine Bayness, Human Resources Administrator for the Belmont County Commissioners, effective February 3, 2022 and ending on March 16, 2022.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TERMINATION
OF RACHAEL SANTINI, FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the termination of Rachael Santini, full-time Kennel Staff at the Belmont County Animal Shelter, effective February 3, 2022, based on her supervisor's recommendation and to direct her supervisor to notify Ms. Santini of the same.
Upon roll call the vote was as follows:

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

Mr. Meyer said the meeting will stand in recess until the 11:30 Road Improvement viewing with the Engineer's office.

IN THE MATTER OF THE VACATION OF
A PORTION OF VIEW STREET
PULTNEY TWP. SEC. 36, T-2, R-2/RD IMP 1183

Office of County Commissioners
Belmont County, Ohio
Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 2nd day of February, 2022, at the office of the Commissioners with the following members present:

- Mr. Meyer
- Mr. Dutton
- Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 2nd day of February, 2022, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 9th day of February, 2022 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Mr. Echemann

Yes

Adopted February 2, 2022

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Monday, February 7, 2022 at 9:06 with Commissioners, Meyer, Dutton and Echemann present with no further business to come before the board.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:06 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 9:06 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of February, 2022.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Josh Meyer and Bonnie Zuzak, 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.

Josh Meyer /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK