

St. Clairsville, Ohio

January 26, 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 \$1,487,697.39

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*:

B00 DOG AND KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B09.004 Workers Comp	\$42.95

S12 PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S10.000 Other Expenses	E-9799-S012-S11.005 Medicare	\$2,248.00

S86 NORTHERN COURT-SPECIAL PROJECTS

FROM	TO	AMOUNT
E-1561-S086-S06.010 Supplies	E-1561-S086-S04.004 Workers Comp	\$500.00

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:

W80 PROSECUTOR'S VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers	\$3,715.93

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 5, 2022****

K00 M.V.G.T. FUND

E-2812-K000-K16.013	Contracts-Projects Road	\$320,178.96
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W20 LAW LIBRARY RESOURCES FUND

E-9720-W020-W04.004	Workers Comp	\$51.00
E-9720-W020-W07.010	Supplies	\$17,844.76

W81 D.R.E.T.A.C-PROSECUTOR FUND

E-1510-W081-P01.002	Salaries	\$145,000.00
E-1510-W081-P02.010	Supplies	\$10,000.00
E-1510-W081-P03.000	Travel	\$1,000.00
E-1510-W081-P04.000	Other Expenses	\$190,275.15
E-1510-W081-P05.003	PERS	\$20,000.00
E-1510-W081-P06.004	Workers Comp	\$2,000.00
E-1510-W081-P07.006	Hospitalization Insurance	\$25,000.00
E-1510-W081-P08.005	Medicare	\$2,500.00

****JANUARY 26, 2022****

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$35,360.65
E-0111-A001-E02.002	Salary	\$3,284.77
E-0111-A001-E09.003	PERS	\$431.16

H10 CHILD SUPPORT ENF ADM FUND

E-2760-H010-H15.000	Other Expenses	\$1,000.00
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O39 BOND RETIRE/ENGINEERS

E-9218-O039-O01.050	Principal Bond Payments	\$2,000,000.00
E-9218-O039-O07.000	Issuance Costs	\$7,750.00
E-9218-O039-O08.000	Underwriters Discount	\$2,951.00

S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$109,909.71
E-8010-S030-S51.002	Salaries	\$120,000.00
E-8010-S030-S53.000	Medical	\$2,660.00
E-8010-S030-S56.000	Motor Vehicles	\$150.00
E-8010-S030-S58.000	Communications	\$18,300.00
E-8010-S030-S59.000	Fuel/Utilities	\$12,415.00
E-8010-S030-S63.000	General	\$5,175.00
E-8010-S030-S66.003	PERS	\$9,796.00
E-8010-S030-S67.004	Workers' Compensation	\$7,656.00
E-8010-S030-S68.006	Hospitalization	\$33,193.00
E-8010-S030-S69.007	Unemployment Compensation	\$2,915.00

E-8010-S030-S70.005	Medicare	\$1,675.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
<u>S55 TARGETED COM ALTERN TO PRISON FUND</u>		
E-1545-S055-S02.002	Salary/Fringes	\$305,166.40
<u>S56 PROBATION SERVICES GRANT</u>		
E-1546-S056-S04.001	Salary/Fringes	\$150,000.00
<u>S77 COMM-BASED CORRECTIONS ACT GRANT</u>		
E-1520-S077-S01.002	Salaries	\$60,506.00
E-1520-S077-S02.005	Medicare	\$877.00
E-1520-S77-S03.003	PERS	\$8,471.00
E-1520-S077-S04.006	Hospitalization	\$23,337.00
E-1520-S077-S05.004	Workers Comp	\$1,089.00
<u>W80 PROSECUTOR'S VICTIM PROGRAM FUND</u>		
E-1511-W080-P01.002	Salary	\$3,715.93
E-1511-W080-P02.010	Supplies	\$118.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$264.00
E-1511-W080-P06.004	Workers Comp	\$9.69
<u>Y01 UND. AUTO TAX</u>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$189,917.97
E-9801-Y001-Y03.000	Township-Permissive Tax	\$64,616.75
E-9801-Y001-Y05.000	Pease Township	\$2,682.22
E-9801-Y001-Y06.000	Goshen Township	\$1,433.18
E-9801-Y001-Y07.000	Warren Township	\$2,530.72
E-9801-Y001-Y08.000	Pultney Township	\$3,418.42
E-9801-Y001-Y09.000	Flushing Township	\$496.41
E-9801-Y001-Y10.000	Colerain Township	\$1,121.07
E-9801-Y001-Y11.000	Kirkwood Township	\$147.07
E-9801-Y001-Y12.000	Mead Township	\$1,104.38
E-9801-Y001-Y13.000	Richland Township	\$2,149.06
E-9801-Y001-Y14.000	Smith Township	\$463.72
E-9801-Y001-Y15.000	Somerset Township	\$511.72
E-9801-Y001-Y16.000	Union Township	\$565.80
E-9801-Y001-Y17.000	Washington Township	\$157.57
E-9801-Y001-Y18.000	Wayne Township	\$193.61
E-9801-Y001-Y19.000	Wheeling Township	\$529.76
E-9801-Y001-Y20.000	York Township	\$217.65
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical	\$514.39
E-0131-A006-A10.000	Transport	\$450.00
E-0131-A006-A17.010	Cruisers	\$168.24
E-0131-A006-A21.000	Towing	\$150.00
E-0131-A006-A23.000	Background	\$296.00
E-0131-A006-A24.000	E-SORN	\$985.00
E-0131-A006-A28.000	Shop with a Cop	\$450.00
E-0131-A006-A32.000	Warrant Fee	\$940.00
E-0131-A006-A33.012	Equipment	\$11,868.00
E-0135-A007-B01.010	Explorer Program	\$2,635.00
E-1652-B016-B02.000	DUI	\$75.00
E-5100-S000-S01.010	Commissary	\$30,529.73
E-5101-S001-S06.000	CCW License	\$1,405.00
E-5101-S001-S07.012	CCW Equipment	\$1,630.00
E-9710-U010-U06.000	Reserve	\$2,305.27

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACK FOR DECEMBER 2021

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of December 2021.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,025.41
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	940.80
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,224.09
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,252.81
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	408.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,058.91
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,430.82
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,282.74
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,750.24

9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,207.21
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	603.24
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,062.84
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,011.18
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,344.48
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,220.50
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,538.64
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,501.85
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	24,587.41
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,765.66
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,311.33
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,377.33
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,673.53
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,299.84
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	1,045.43
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	14.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	973.54
			114,638.19
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,407.30
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,315.55
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	19.31
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	512.72
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	214.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	462.53
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	2,765.05
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	422.59
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	146.90
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	855.73
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	26.27
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	124.56
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,388.42
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	23.14
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	11.46
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,509.84
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,169.48
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,251.93
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,359.91
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,895.92
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,687.49
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,433.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	369.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,500.95
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	318.75
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	265.20
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	955.77
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	839.73

WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,322.38
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,065.29
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,932.65
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,167.43
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,491.82
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	1,630.06
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	37,308.51
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	21,168.06
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,889.60
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	448.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.40
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	86.24
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,798.64
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	207.20
			325,736.55

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. **OIL & GAS RECEIPTS JANUARY/GENERAL FUND-\$35,360.65** deposited into R-0050-A000-A02.500 on dates below-

01/03/2022	\$625.98
01/03/2022	\$246.15
01/03/2022	\$551.69
01/03/2022	\$1,573.35
01/05/2022	\$164.90
01/07/2022	\$5,018.49
01/07/2022	\$14,816.45
01/10/2022	\$798.64
01/20/2022	\$11,565.00
TOTAL	\$35,360.65

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 January 26, 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:

JOB & FAMILY SERVICES-Jeff Felton to New Philadelphia, OH, on February 1, 2022, to attend the East Central Director's meeting. Estimated expense; \$59.67. Jeff Felton to Lewis Center, OH, on March 11, 2022, to attend the Director's Association General Membership meeting. Estimated expenses: \$148.59. Lori O'Grady to Lewis Center, OH, on February 6-8, 2022, to attend the OHPELRA Conference. Estimated expenses: \$579.00. Teri Coleman and Valarie Gardner to Newark, OH, on March 24-25, 2022, to attend the Welfare Fraud Annual training. Estimated expenses: \$903.00.

SSOBC-Senior Centers to Wheeling, WV, on February 8, 15 and 22, 2022, for a senior outing to Howard Long Wellness Center. Maxine Jurovcik to Triadelphia, WV, on February 24, 2022, for a senior outing to Hobby Lobby. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
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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 19, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING AMANDA MURRAY AS FULL-TIME FISCAL ADMINISTRATOR/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Amanda Murray as full-time Fiscal Administrator at Senior Services of Belmont County, effective January 31, 2022, starting at max step of pay grade 7.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF FULL-TIME PERMANENT ELIGIBILITY/REFERRAL SPECIALIST II'S FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Commissioner Meyer, seconded by Commissioner Dutton to adopt the following:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Shannon Allen, Amy Cain, Logan Cupp, Stacey Donahue, Tom Patrone, Brandy Smith, Amanda VanFossen, Sherri Vargo and Courtney Wiggins, effective January 31, 2022, as Eligibility/Referral Specialist II's. All above listed will be employed as full-time permanent, bargaining unit employees. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING STATUS CHANGE OF ELIZABETH BASICH FROM FULL-TIME REGISTERED NURSE TO INTERMITTENT REGISTERED NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to change the status of Elizabeth Basich from full-time Registered Nurse to Intermittent Registered Nurse at the Belmont County Jail, effective February 1, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPOINTMENTS TO THE OMEGA MEMBERSHIP AND OMEGA EXECUTIVE BOARD FOR 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following appointments to the OMEGA Membership and OMEGA Executive Board for 2022:

<u>OMEGA Membership</u>	<u>OMEGA EXECUTIVE BOARD</u>
Josh Meyer, Commissioner	Josh Meyer, Commissioner
J. P. Dutton, Commissioner	J. P. Dutton, Commissioner-Alternate
Jerry Echemann, Commissioner	
Frank Shaffer, Belmont County Township Association President	
Larry Merry, Port Authority Director	
Crystal Lorimor, Director, Belmont County CIC/DOD	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING ESTIMATE #3320 FROM TIM'S CUSTOM COUNTERTOP DIVISION/COMMISSIONERS

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept estimate #3320 in the amount of \$860.00 from Tim's Custom Countertop Division for a Corian countertop for the Belmont County Commissioners' vestibule.

Upon roll call the vote was as follows:

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

IN THE MATTER OF A RESOLUTION AUTHORIZING THE FILING OF THE PY2021-2022 ODOT TRANSPORTATION ALTERNATIVE PROGRAM FUNDS FOR PROPOSED RENOVATIONS OF THE BELMONT COUNTY COURTHOUSE PLAZA

Motion made by Commissioner Meyer seconded by Commissioner Dutton to adopt the following:

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA) in the proposed project.

RESOLUTION

WHEREAS, the United States Congress has set aside monies for Transportation Alternative projects through the State of Ohio, Department of Transportation; and

WHEREAS, LPA's can apply for these monies and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the Belmont County Courthouse Campus Project is a transportation activity eligible to receive federal funding; and

WHEREAS, if requested funds are granted, the Belmont County Commissioners shall be responsible for at least five percent (5%) of the construction cost, and for one hundred percent (100%) of all other costs associated with architecture/engineering plans, environmental studies and documentation, right-of-way plans, right-of-way acquisition and environmental remediation, as well as any ineligible costs, if necessary.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Belmont County, Ohio, that:

Section One: The President of the Commission of said LPA is hereby empowered on behalf of the LPA to prepare and execute an application for Transportation Alternative Program funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.

Section Two: The total construction cost of the project is estimated to be \$1,492,331 of which the LPA, if award, commits to pay at least five percent (5%) of the construction costs estimated to be \$74,617. The local portion shall be funded by the LPA. The LPA further agrees to pay one hundred percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio, Department of Transportation and for all costs associated with design, environmental and right-of-way activities.

Section Three: Upon completion of the described Project, and unless otherwise agreed, the LPA shall:

- (1) Provide adequate maintenance for the described project in accordance with all applicable state and federal laws;
- (2) Provide ample financial provisions, as necessary for the maintenance for the described project;

Section Four: If the application is approved for funding the Board of County Commissioners of said LPA are hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project:

Upon roll call the vote was as follows:

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

Mr. Meyer said they applied last year for these funds and were denied. The plans have been revamped with the help of A. C. Wiethe of Belomar and Gabe Hayes of WallacePancher. He said we hope to know if we are receiving the funding by March or April.

**IN THE MATTER OF A RESOLUTION AUTHORIZING COMMISSION
PRESIDENT JOSH MEYER TO FILE FOR GRANT FUNDS FROM
THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT
BROWNFIELD REMEDIATION PROGRAM FOR THE YEAR 2022
TO UNDERTAKE ASBESTOS ABATEMENT AND DEMOLITION OF THE
BELMONT COUNTY REHABILITATION CENTER**

Motion made by Commissioner Dutton, seconded by Commissioner Echemann to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Commissioners have determined the need for asbestos abatement and demolition of the Belmont County Rehabilitation Center located at 68401 Hammond Road St. Clairsville, OH 43950; and

WHEREAS, the State of Ohio Department of Development has made available on a competitive basis funds for this purpose.

BE IT RESOLVED; that Commission President Josh Meyer be authorized to apply for grant funds from the State of Ohio Department of Development Brownfield Remediation Program to undertake asbestos abatement and demolition of the Belmont Rehabilitation Center.

Upon roll call the vote was as follows:

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

Mr. Meyer said each county is guaranteed \$1 million in the first round and any political entity can apply for the funds. He said, if received, the funds will be used to abate and demo the old Hab Center which is long overdue. The building has not been used for quite some time except for some records being stored in the building.

**IN THE MATTER OF APPROVING THE AGREEMENTS FOR ENGINEERING
SERVICES WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEER'S**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the agreements for engineering services with Hammontree & Associates, Ltd., for pavement and rehabilitation design for the following, based upon the recommendation of Terry Lively, Belmont County Engineer:

- CR 44 (Winding Hill Road) in the not to exceed amount of \$13,424.00.
- CR 5 (Jacobsburg-Glencoe Road and Glencoe-St. Clairsville Road) and CR 26 (Twenty-Six Road) in the not to exceed amount of \$11,056.00.

Note: This will be paid for with MVGT funds.

**PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for**

CR 44 (Winding Hill Road) Pavement Rehabilitation Plans

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

WITNESSETH:

WHEREAS, the COUNTY is desirous of rehabilitating the pavement on Winding Hill Road (CR 44) and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

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

ARTICLE 1- SCOPE OF SERVICES

- 1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

ARTICLE 2- SCHEDULE

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

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within four (4) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 1, 2022.

Stage 1/2 Plans March 31, 2022

Final Plans May 12, 2022

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$13,424.00 (Thirteen Thousand Four Hundred Twenty Four dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....\$13,424

TOTAL \$13,424

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

ARTICLE 4- GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of January, 2022.

WITNESSES:	BELMONT COUNTY BOARD OF COMMISSIONERS
<u>Bonnie Zuzak /s/</u>	<u>Jerry Echemann /s/</u>
<u>Bonnie Zuzak /s/</u>	<u>J. P. Dutton /s/</u>
<u>Bonnie Zuzak /s/</u>	<u>Josh Meyer /s/</u>
WITNESS:	BELMONT COUNTY ENGINEER
<u>Bonnie Zuzak /s/</u>	<u>Terry Lively /s/</u>
	Terry D. Lively, P.E, P.S.
WITNESS:	HAMMONTREE & ASSOCIATES, LIMITED
<u>Roger E. Grimm, Jr. /s/</u>	By: <u>Karl J. Oprisch /s/</u>
Roger E. Grimm, Jr.	Karl J. Oprisch
	Title: <u>Manager of Transportation Engineering</u>

Approved as to form:
KEVIN FLANAGAN
Belmont County Prosecutor
By: David K. Liberati /s/
Assistant P.A.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for

CR 5 (Jacobsburg-Glencoe Road) (Glencoe-St. Clairsville Road) and CR 26 (Twenty Six Road) Pavement Rehabilitation Plans

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

WITNESSETH:

WHEREAS, the COUNTY is desirous of rehabilitating the pavement on Jacobsburg-Glencoe Road and Glencoe-St. Clairsville Road (CR5) and Twenty-six Road (CR 26) and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

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

ARTICLE 1- SCOPE OF SERVICES

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

1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

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

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within four (4) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 1, 2022.

Stage 1/2 Plans March 31, 2022
Final Plans May 12, 2022

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$11,056.00 (Eleven Thousand Fifty Six dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....\$11,056
TOTAL \$11,056

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

ARTICLE 4- GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of January, 2022.

WITNESSES:

Bonnie Zuzak /s/
Bonnie Zuzak /s/
Bonnie Zuzak /s/
WITNESS:
Bonnie Zuzak /s/

BELMONT COUNTY BOARD OF
COMMISSIONERS
Jerry Echemann /s/
J. P. Dutton /s/
Josh Meyer /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/

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

WITNESS:
Roger E. Grimm, Jr. /s/
Roger E. Grimm, Jr.

HAMMONTREE & ASSOCIATES, LIMITED
By: Karl J. Oprisch /s/
Karl J. Oprisch
Title: Manager of Transportation Engineering

Approved as to form:
KEVIN FLANAGAN
Belmont County Prosecutor
By: David K. Liberati /s/
Assistant P.A.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM XTO ENERGY/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to acknowledge receipt of a \$2,000.00 donation from XTO Energy, to Senior Services of Belmont County for general support.

Upon roll call the vote was as follows:

Mr. Meyer Yes

Mr. Dutton Yes
Mr. Echemann Yes

IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion to approve the following vehicle purchase for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski:

- One (1) 2022 Dodge Ram Truck 1500 Big Horn from Thomas Garage, Inc., for a total cost of \$46,145.00.

Note: This vehicle is an additional vehicle for their fleet and will be used to support the addition of an eleventh route for daily meal delivery.

Upon roll call the vote was as follows:

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

Mr. Meyer said Ms. Kazmirski has been doing a lot of assessments and going over a lot of things at SSOBC. She thought adding an additional route would make things more efficient.

IN THE MATTER OF AWARDING BID FOR HOMEMAKER AND PERSONAL CARE SERVICES TO SENIOR SERVICES OF BELMONT COUNTY TO JUST RIGHT HOME CARE AND ADDUS HEALTHCARE

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for Homemaker and Personal Care Services to Senior Citizens of Belmont County to the following vendors, based upon the recommendation of Lisa Kazmirski, Executive Director:

- Just Right Home Care, Inc. in the amount of \$21.50 per hour for personal care and homemaker services.
- Addus HealthCare, Inc. in the amount of \$21.50 per hour for personal care and \$19.00 per hour for homemaker services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT FOR PURCHASE OF PERFORMANCE OF SERVICES, ON BEHALF OF SENIOR SERVICES OF BELMONT COUNTY FOR HOMEMAKER/PERSONAL CARE SERVICES

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into the Agreement for Purchase of Performance of Services with the following providers, on behalf of Senior Services of Belmont County, for Homemaker/Personal Care Services effective March 1, 2022 through February 28, 2023 (with option to renew), based upon the recommendation of Lisa Kazmirski, Executive Director:

<u>PROVIDER</u>	<u>HOURLY RATE</u>
Just Right Home Care, Inc.	\$21.50 per hour/personal care \$21.50 per hour/homemaker services
Addus HealthCare, Inc.	\$21.50 per hour/personal care \$19.00 per hour/homemaker services

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services**

March 1, 2022– February 28, 2023 (with Option to renew additional year)

This contract (“Contract”) is entered into as of the 1st day of **March, 2022**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and Just Right Homecare, Inc. (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2022 through February 28, 2023, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

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

Contractor: Just Right Homecare, Inc.
2197 National Road
Wheeling, WV 26003

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2022 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2023, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2023. The renewal or extension may not extend beyond February 29, 2024.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01. To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative

Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples (but not limited to) of components of a homemaker service are:

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

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBoc, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples (but not limited to) of components of personal care service are:

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

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

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

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

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

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

B. Purchaser Responsibilities

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

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

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

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

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

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor. The following cost schedule is based upon performing the services herein described.

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

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

8. DUPLICATE BILLING

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

9. AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

10. INTELLECTUAL PROPERTIES

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

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

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

Notice as required under this Contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

14. AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this Contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this Contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this Contract is prohibited.

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

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this Contract and does not violate this Contract. Contractor warrants that at the time of executing this Contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this Contract.

Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this Contract, Purchaser may exercise any of its rights under this Contract including termination, cancellation, rescission, remuneration, repayment, and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this Contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

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

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

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

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

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used; Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. RELATIONSHIP

Nothing in this Contract is intended, or shall be interpreted, to constitute a partnership, association, or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent Contractor without the right or authority to impose tort, contractual, or any other liability on Purchaser or Belmont County.

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this Contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this Contract.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2022 are governed by this Contract.

Any modification or amendment to this Contract shall be done in writing executed by all parties to this Contract, including any modification involving proportional payment for services performed below the standards stated in this Contract.

22. TERMINATION

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

23. BREACH OF CONTRACT

Should either party fail to perform as required under this Contract, that failure of performance shall be a breach of this Contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission, and modification, as defined herein and at the non-breaking party's discretion. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify, and demand remuneration and/or repayment (as applicable), the non-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

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

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

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

28. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60); the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

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

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

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

29. CHILD SUPPORT ENFORCEMENT

Contractor: St Clairsville, Ohio 43950
Addus Healthcare, Inc. d/b/a Addus HomeCare
2300 Warrenville Road, Suite 100
Downers Grove, IL 60515-1765

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2022 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBoc and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2023, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2023. The renewal or extension may not extend beyond February 29, 2024.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

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

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBoc, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples (but not limited to) of components of personal care service are:

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

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

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

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

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

7. Contractor may not contract with the Clients for other services without SSBoc's permission.

Purchaser Responsibilities

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

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

STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

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

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

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

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

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

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

- Purchaser will pay twenty-one dollars and fifty cents (\$21.50) per each one hour of Personal Care service to a client,
- and nineteen dollars (\$19.00) for each one hour of Homemaker service to a client.

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

8. DUPLICATE BILLING

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

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Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If an overpayment is identified it must be repaid within one (1) month.

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

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Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

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

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

13. NOTICE

Notice as required under this Contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

14. AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this Contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this Contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this Contract is prohibited.

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

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this Contract and does not violate this Contract. Contractor warrants that at the time of executing this Contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract or the

development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this Contract, Purchaser may exercise any of its rights under this Contract including termination, cancellation, rescission, remuneration, repayment, and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this Contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

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

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

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

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

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

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

18. RELATIONSHIP

Nothing in this Contract is intended, or shall be interpreted, to constitute a partnership, association, or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent Contractor without the right or authority to impose tort, contractual, or any other liability on Purchaser or Belmont County.

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this Contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this Contract.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2022 are governed by this Contract.

Any modification or amendment to this Contract shall be done in writing executed by all parties to this Contract, including any modification involving proportional payment for services performed below the standards stated in this Contract.

22. TERMINATION

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

23. BREACH OF CONTRACT

Should either party fail to perform as required under this Contract, that failure of performance shall be a breach of this Contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission, and modification, as defined herein and at the non-breaking party's discretion. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify, and demand remuneration and/or repayment (as applicable), the non-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

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

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

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

the fullest extent permitted by law.

28. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60); the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

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

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

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

29. CHILD SUPPORT ENFORCEMENT

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

30. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

31. DRUG-FREE WORKPLACE

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

32. COPELAND "ANTI-KICKBACK" ACT

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

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

35. PUBLIC RECORDS

This Contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this Contract promptly available to the requesting party. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. CLEAN AIR ACT

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

37. ENERGY EFFICIENCY

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

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

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

Signature page to follow:

SIGNATURES:

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

Josh Meyer /s/ 1/26/22

Josh Meyer, President, **Date**

Belmont County Commissioners

J. P. Dutton /s/ 1/26/22

J. P. Dutton, Vice President, **Date**

Belmont County Commissioner

Jerry Echemann /s/ 1-26-22

Jerry Echemann, **Date**

Belmont County Commissioner

Lisa Kazmirski, Executive Director Date

Senior Services of Belmont County

FOR ADDUS HEALTHCARE, INC. d/b/a ADDUS HOMECARE

APPROVED AS TO FORM

David K. Liberati /s/

David K. Liberati

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

Date

1-20-22

Date

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

Mr. Echemann asked why more than one agency was awarded the bid for homemaker/personal care services. Ms. Kazmirski said the providers go into homes and provide services to people who are homebound. They used to have three providers, but it has gone down to two due to the private providers having a difficult time finding employees. She noted they cover several hours in several parts of the county and having more than one also supports choice of providers.

Discussion-Mr. Dutton commented the three grant motions highlights how much they are trying to work and access state and federal funds. They are always trying to push for state and federal funds to get projects done.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:33 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator (via phone) and Jonathan Downes of the law firm Zashin and Rich Co., L.P.A (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to consider imminent court action.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:21 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:21 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 no motions for the board to consider at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:22 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator (via phone) and Jeff Felton, DJFS Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and discipline of public employees and ORC 121.22 (G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:51 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:51 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 ADMINISTRATIVE LEAVE FOR JOHN BANIG, FULL-TIME MAINTENANCE EMPLOYEE/BCDJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to place John Banig, full-time Maintenance employee at Belmont County Job and Family Services, on paid administrative leave effective January 26, 2022, until further notice.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TAYLOR MCKIM, DEPUTY CLERK AT EASTERN DIVISIONAL COURT, TO START AUTHORIZED UNPAID LEAVE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Taylor McKim, Deputy Clerk at the Belmont County Eastern Divisional Court, to start authorized unpaid leave, effective January 27, 2022 and not to exceed February 5, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:52 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:52 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd 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