

St. Clairsville, Ohio

December 7, 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.

Note: This meeting was not recorded due to machine not working.

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 \$906,012.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0054-A006-F07.000 Other Expenses	E-0054-A006-F01.002 Salaries-Employees	\$926.61
E-0054-A006-F07.000 Other Expenses	E-0054-A006-F05.003 PERS	\$1,073.39
E-0081-A002-D02.002 Salaries	E-0081-A002-D10.003 PERS	\$1,000.00
E-0081-A002-D02.002 Salaries	E-0082-A002-C36.003 PERS	\$2,200.00
E-0257-A017-A00.000 Contingencies	E-0054-A006-F01.002 Salaries-Employees	\$11,983.39
E-0257-A017-A00.000 Contingencies	E-0131-A006-A09.000 Medical	\$15,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B11.000 Other Expenses	E-1600-B000-B07.000 Veterinary Services	\$649.39

K00 M.V.G.T./ENGINEERS

FROM	TO	AMOUNT
E-2812-K000-K16.013 Contract-Projects	E-2813-K000-K38.005 Medicare	\$400.00

P05 WATER WORKS FUNDS/WATER & SEWER DISTRICT

FROM	TO	AMOUNT
E-3702-P005-P31.000 Other Exp	E-3702-P005-P17.002 Salaries	\$180,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salary	\$68,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S56.000 Motor Vehicle	\$1,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$4,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$500.000

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S48.007 Unemployment	E-0910-S033-S33.002 Salaries	\$2,000.00
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S33.002 Salaries	\$5,000.00

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:

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	R-2210-E001-E17.574 Transfers	\$5,833.33

A00 GENERAL FUND AND S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	R-0910-S033-S10.500 Other Receipts	\$90,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF A REDUCTION IN APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following reduction in appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 07, 2022, meeting date:

S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION

E-1545-S055-S02.002	Salaries/Fringes	(\$76,291.00)
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S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	(\$13,292.67)
E-1520-S077-S02.005	Medicare	(\$227.13)
E-1520-S077-S03.003	PERS	(\$1,812.18)
E-1520-S077-S04.006	Hospitalization Ins.	(\$8,112.55)
E-1520-S077-S05.004	Workers Comp	(\$125.47)

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 December 07, 2022, meeting:

A00 GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Crts.	\$7,415.84
E-0131-A006-A02.002	Salaries	\$32,371.20
E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0131-A006-A13.003	PERS/SPRS	\$5,487.22
E-0256-A014-A06.006	Hospitalization	\$16,431.84
E-0256-A014-A07.005	Medicare	\$483.85

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$11,878.62
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N22 WWS CAPITAL IMPROVEMENTS/WATER & SEWER DISTRICT

E-9022-N022-N17.000	USDA Water Projects	\$1,486,409.19
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$24,896.19
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Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$355.00
E-9841-Y041-Y02.000	Remit to County	\$1,420.00

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$425.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE**INSURANCE CHARGEBACKS FOR THE FOURTH QUARTER PERIOD:****OCTOBER, NOVEMBER AND DECEMBER 2022**

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

Mutual of Omaha Life Insurance Chargebacks for the Fourth Quarter (October, November and December 2022)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,902.55
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	38.28
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	42.05
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	4.53
E-1410-W082-T97.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	45.00
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	168.75
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	325.09
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	34.89
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	13.50
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	164.31
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	40.50
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	221.01
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	49.05
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	20.25
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	45.00
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	121.50
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	580.62
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	77.67
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	36.68
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	0.90
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	11.25

E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	6.98
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	9.11
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	15.20
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	5.85
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	9.81
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	5.18
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	1.74
E-2237-F089-F01.002	INTEGRATED NALOXONE	R-9891-Y091-Y05.500	1.07
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	17.44
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	0.90
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.53
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	20.25
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	38.25
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1545-S055-S02.002	TCAP	R-9891-Y091-Y05.500	4.50
E-1546-S056-S04.001	PROBATION SERVICES	R-9891-Y091-Y05.500	4.50
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	2.25
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
	Total amount this transfer		4,158.97

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/DECEMBER 2022

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

Chargebacks for December 2022

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	239.83
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
		TOTALS	433.39

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 December 7, 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:

HR DEPARTMENT-Katie Bayness and Erin McVay to Columbus, OH, on December 9, 2022, to attend the CLCA Winter meeting. A county vehicle will be used for travel.

SSOBC-Karen Rebecca to Wheeling, WV, on December 19, 2022, for a senior outing to the Festival of Lights and Cracker Barrel Restaurant. Tish Kinney to Moundsville, WV, on January 11, 2023, for a senior outing to the Prima Marina Restaurant and shopping. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 30, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of one (1) 2023 Chevy Tahoe, for a cost of \$43,645.00, from Ganley Chevrolet of Aurora, LLC, based upon the recommendation of Sheriff Dave Lucas.

Note: This is an additional vehicle for their fleet and will be assigned to the Patrol Division. This will be paid for by the Belmont County Commissioners’ General Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM KOLB & SON EXCAVATING/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept proposal from Kolb & Son Excavating, in the amount of \$5,500.00, for the installation of a two thousand gallon trash trap in existing sewer line and \$1,200.00 for crane to set tank at the Belmont County Jail.

Note: \$250.00 per hour will be charged for wait time if not ready to start work when crane arrives on site.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept proposal PPA28433 from H. E. Neumann Company in the amount of \$35,615.00 for labor and materials to replace the existing make-up air unit that serves the kitchen area of the Belmont County Jail.

Upon roll call the vote was as follows:

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

Mr. Meyer said this has been in need of replacement for some time. A temporary fix was done which failed.

IN THE MATTER OF ADVERTISING FOR BIDS TO REPAINT BERRY, ORRISON AND CORBETT WATER STORAGE TANKS

Motion made by Mr. Meyer, seconded by Mr. Dutton to advertise for bids to repaint Berry, Orrison and Corbett water storage tanks for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: The Engineer’s estimate is \$600,000.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **Berry, Orrison, and Corbett Water Storage Tanks Recoating** will be received by the Belmont County Commission at the Commission’s office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 10:00 AM local time, January 11, 2023 and then at said office publicly opened and read aloud.

The Contract Documents and Specifications may be examined at the following locations:

- Builders Exchange, Inc. - Cleveland
9555 Rockside Rd., Suite 300
Cleveland, OH 44125
- OVCEC
21 Armory Drive
Wheeling, WV 26003
304-242-0520
- Vaughn, Coast & Vaughn, Inc.
154 South Marietta St.

St. Clairsville, OH 43950
(740) 695-7256
Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows: LUMP SUM CONTRACT for Berry, Orrison, and Corbett Water Storage Tanks Recoating. CONTRACT to recoat three water storage standpipes including all mobilization, demobilization and site preparatory work, all equipment and materials required for removal and disposal of sludge from inside tanks, performing designated modifications and repairs, preparing tank surfaces for coatings, disposing of cleaning materials and materials removed during surface preparation, recoating the tanks, disinfection of interior tank surfaces, and all other work described in the CONTRACT DOCUMENTS, and necessary to provide completely recoated water storage standpipes ready to be placed back into service.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents of \$ 50.00 (No refund).

The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.

Each Bid shall be accompanied by a Bid Bond in accordance with Section 153.54(B) Ohio Revised Code in the full amount of the Bid; or a Certified Check, Cashier's Check, or Letter of Credit in an amount not less than ten percent of the Total Bid as a Guaranty that if the Bid is accepted, a Contract will be entered into and its performance properly secured. Should any Bid be rejected, such Bid Guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this Project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. Certificate of Compliance with Ohio Revised Code 3517.13.
- C. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- D. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.
- E. No Bidder may withdraw his Bid within 60 days after the actual date of the opening thereof. The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.
- F. Bidder must show Documentation of Qualifications including references, experience, and certifications by coating manufacturer for working with specified coating systems.

The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2)

To be published 2 Mondays: December 12 and December 19, 2022.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH NOBLE COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF PRISONERS

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a contract with Noble County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$65.00 per day for a one-year term, effective December 7, 2022.

Noble County Jail Housing Contract

WHEREAS, this contract is made this 7th day of December 2022, by and between the Board of County Commissioners of Noble County, Ohio, hereafter referred to as "County", the Sheriff of Noble County, hereinafter referred to as "Sheriff", and the county of Belmont hereafter referred to "Contractor".

WHEREAS, Contractor wishes to confine in the Noble County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor or the term herein set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Noble County Jail on the behalf of the Contractor the following persons:
 - a. All persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Noble County for purpose of compensation under this contract. Charges and/or commitments must accompany every inmate received at the Noble County Jail.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentence imposed for that violation expect as provided in paragraphs 4-9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designed as prisoners in this contract.
2. The Contractor shall pay to Noble County the sum of sixty-five dollars (65.00) per day for each person incarcerated in Noble County Jail under paragraph 1.

3. Prisoners confined in the Noble County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be affected with prior medical problems, afflicted with any contagious, infectious, or venereal disease, mental illness, illness, or injury that has not been treated prior to entry into the Noble County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter. The County may refuse to keep such prisoners thereafter following notice to Contractor and following receipt of such notice Contractor agrees to receive back such affected prisoner.
5. The Sheriff or designee may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff or designee deems pertinent at the time.
6. Contractor agrees to pay for all medical, surgical, dental, ophthalmology and pharmaceutical expenses incurred on behalf of a prisoner including doctor fee's, hospital fees, ambulance, and prescriptions. The County currently has a nurse on staff three day per week. Assessments will be completed at no cost to Contractor. The nurse will take care of getting prescriptions refilled through Coler Pharmacy. The County will pay the Coler Pharmacy bill and Contractor will be sent an itemized statement for housing and Pharmacy, to be paid to the "Noble County Treasurer".
7. Contractor shall transport and provide security anytime a prisoner must leave the Noble County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Noble County Jail, if the body is not claimed for interment at the expenses of friends or relatives.
9. No persons under eighteen (18) years of age shall be received.
10. The Noble County Sheriff's Office shall provide and itemized statement of the amount due each month for housing contracted prisoners. Payment shall be made by Contractor to the Noble County Sheriff, 420 Olive Street, Caldwell, Ohio 43724 within 30 days of the date of the statement. The Noble County Sheriff may refuse to accept Contractor prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Noble County Jail, as prescribed by the Sheriff, Board of Noble County Commissioners, Common Pleas, Probate, and Juvenile Judges, and the Department of Rehabilitation and corrections.
12. This agreement may be terminated by either party during its term, provided that such termination shall be affected by a 90-day written notice.
13. This agreement shall be effective as of December 7, 2022.
14. The term of this agreement shall be for one (1) year plus the time after signing of this contract and continuing until December 7, 2023.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of the contract are hereby canceled and terminated.
16. This agreement entered into on behalf of the County pursuant to Resolution Number N/A passed December 7, 2022. (please insert resolution number and date)

Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, of the parties hereto, be their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

NOBLE COUNTY COMMISSIONERS

WITNESS

Approved as to form

Noble County Sheriff
BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
J. P. Dutton /s/
Josh Meyer /s/

Prosecuting Attorney
 WITNESS
Bonnie Zuzak /s/

Approved as to form
David K. Liberati /s/ Assistant PA
 Prosecuting Attorney

County Sheriff

Upon roll call the vote was as follows:

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

Mr. Meyer said this contract is for backup if the jail gets full. The county is working mostly with Monroe County.

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16, effective January 1, 2023 through December 31, 2023, in an amount not to exceed \$36,720.00.

Note: This contract is year two of the four-year RFP that began this year.

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

Whereas, this contract, entered into on this 7th day of **December, 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National

Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075

Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2023. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2023.

IV DEFINITIONS

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

Allowable Costs

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

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

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

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

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

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2023 through December 31, 2023. At a minimum, this contract requires the Contractor to perform the following services:

Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.

2. Contractor shall meet all service requirements of this contract.

Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract.

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

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.

2. Purchaser will pay all costs for services under this contract.

3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.

4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

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

D. Performance Standards

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

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

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

F. Evaluation and Monitoring

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

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$36,720.00 (12-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review, the contract may be extended for up to two (2) additional calendar years not to extend beyond December 31, 2025. The contract amount includes an additional \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$36,720.00 annually. The contract amount will be increased by 2% annually for years 2-4 to adjust for inflation.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

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

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$36,720.00.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or

otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

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

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

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

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

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

XXVI INDEMNIFICATION

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

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX PROCUREMENT

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

Rebecca Safko, Proposed Services Budget

January 1, 2023 through December 31, 2023

Weekly	Hours to Perform	Frequency	Annual Hours Budgeted
Draw Process	0.5	50	25
Emails & Technical Assistance	3.0	52	156
Monthly			
Process Financials	4.0	12	48
Review & Oversight	2.0	12	24
Maintain & Update Budgets	0.5	10	5
County Financials – Belmont & Harrison	1.0	12	12
County Financials – Input Jefferson	2.0	12	24
Quarterly			
One-Stop	1.0	4	4
COG/WIB	8.0	4	32
State Fiscal Meeting (Columbus)	5.0	4	20
Reconcile with State Financials	2.0	4	8
Annually			
Audit Belmont WIOA	8.0	1	8
Audit Area 16 & Certifications	12.0	1	12
Monitoring:			
Belmont – Fiscal & Program	16.0	1	16
Belmont – Youth Contract	8.0	1	8
Carroll – Fiscal & Program	12.0	1	12
Harrison – Fiscal & Program	8.0	1	8
Jefferson – CDJFS Fiscal & Admin	8.0	1	8
Jefferson – CAC Fiscal & Program	30.0	1	30
Research	10.0	1	10
Write-up & Record Keeping	10.0	1	10
WIOA System Development/ State Required Training/ Technical Assistance			80

WIOA Meetings & Account and/or Monitoring Training	40		
		Total Hours	600
		Hourly Rate	\$51.00
12 Month Contract, Compensation for Activities Detailed Above			\$30,600.00
Software/Supplies/Phone/ Internet/Computer Usage/ Paper/Toner – Billed at a fixed \$200/month			\$2,800.00
Area Travel – at the federal mileage rate with meal when Is at meal or day exceeds 8 hours			\$2,000.00
Related Training – Fiscal, Audit, Computer & Workforce			\$1,320.00
Total Budget			\$36,720.00

Hourly rate and contract cap for subsequent years to increase by 2% for inflation.

XL SIGNATURES

<u>Jeffery Felton /s/</u>		<u>11/30/2022</u>	
Jeffery Felton, Director Belmont County Department of Job and Family Services		Date	
<u>J. P. Dutton /s/</u>		<u>12/7/22</u>	
J. P. Dutton Belmont County Commissioner		Date	
<u>Jerry Echemann /s/</u>		<u>12-7-22</u>	
Jerry Echemann Belmont County Commissioner		Date	
<u>Josh Meyer /s/</u>		<u>12/7/22</u>	
Josh Meyer Belmont County Commissioner		Date	
<u>Rebecca Safko /s/</u>		<u>12/1/2022</u>	
Rebecca Safko, Consultant Approved as to form:		Date	
<u>David Liberati /s/</u>		<u>11/30/2022</u>	
David Liberati Belmont County Prosecutor		Date	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE VENDOR AGREEMENTS FOR TITLE XIX (19) TRANSPORTATION SERVICES

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2023 to December 31, 2023 for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$550,000.00
Martins Ferry EMS	\$550,000.00
Neffs Fire Department	\$550,000.00

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

Whereas, this vendor agreement, entered into on the 7th day of **December 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and Barnesville Taxi Service, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	Barnesville Taxi Service, LLC 104 Roosevelt Road Barnesville OH 43713 (740)425-9900

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2023 and terminate December 31, 2023. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

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

IV. Termination/Breach of Contract

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

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

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 4. The Provider must adhere to the participant's certification period provided by the Department.
 - 5. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 - 6. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 - 7. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 1. The Department will provide NET eligible participants with Provider information.
 - 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.

3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

The Department agrees to pay the Provider **\$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant. In years two and three of this RFP, the Department agrees to evaluate the status of fuel prices at the time and adjust the rate per mile only in accordance with any increase in the Internal Revenue Service's mileage reimbursement rate for the subsequent calendar year (2023). Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider for actual and verified cost of required vehicle inspection fees on vehicles used to provide Medicaid NET Transportation services to Belmont County residents. The Department will also reimburse the Provider for actual and verified costs of FBI and BCI background checks as well as driver abstracts for employees providing NET transportation services.**

- A. The maximum amount billable under this agreement will not exceed **\$550,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- B. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- C. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- D. The Department may deny payment for the following reasons (not an all-inclusive list):
 1. Failure to meet service requirements:
 2. Failure to meet performance standards; and
 3. Failure to meet performance reporting requirements.
- E. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

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

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

VII. Reports and Records

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

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.

- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

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

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<i>Jeffery Felton /s/</i>	11/29/2022
Jeffery Felton, Director Belmont County Department of Job and Family Services	Date
<i>Aaron Wildman /s/</i>	11/29/2022
Aaron Wildman Barnesville Taxi, LLC	Date
<i>J. P. Dutton /s/</i>	12/7/22
J. P. Dutton Belmont County Commissioner	Date
<i>Jerry Echemann /s/</i>	12-7-22
Jerry Echemann Belmont County Commissioner	Date
<i>Josh Meyer /s/</i>	12/7/22
Josh Meyer Belmont County Commissioner	Date
Approved as to form: <i>David Liberati /s/</i>	11/29/2022
David Liberati Belmont County Prosecutor	Date

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

Whereas, this vendor agreement, entered into on the **7th** day of **December, 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and City of Martins Ferry, Emergency Medical Services (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	City of Martins Ferry, Emergency Medical Services 35 South Fifth Street Martins Ferry OH 43935 (740)633-0313

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2023 and terminate December 31, 2023. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

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

IV. Termination/Breach of Contract

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

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

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 4. The Provider must adhere to the participant's certification period provided by the Department.
 5. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 6. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 7. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 1. The Department will provide NET eligible participants with Provider information.

2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider **\$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider the actual cost of vehicle inspection fees on Provider's vehicles that are used to transport Belmont County NET clients. The Provider must provide actual documentation of the inspection fee to receive reimbursement. The Department will also reimburse the Provider the actual cost of the FBI and BCI background checks and driver abstracts. The Provider must provide documentation to receive reimbursement for the background checks and driver abstracts.**
- B. The maximum amount billable under this agreement will not exceed **\$550,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
 4. Failure to meet service requirements;
 5. Failure to meet performance standards; and
 6. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

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

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

VII. Reports and Records

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

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local

government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.

- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

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

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u>	<u>11/29/2022</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>John R. Davies /s/</u>	<u>11/29/2022</u>
John R. Davies, Mayor	Date
City of Martins Ferry/Martins Ferry EMS	
<u>J. P. Dutton /s/</u>	<u>12/7/22</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>12-7-22</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>12/7/22</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>David Liberati /s/</u>	<u>11/29/2022</u>
David Liberati	Date
Belmont County Prosecutor	

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

Whereas, this vendor agreement, entered into on the 7th day of **December, 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and the Neff Volunteer Fire Department (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	The Neff Volunteer Fire Department 54044 Pike Street Neffs OH 43940

(740)676-5563

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2023 and terminate December 31, 2023. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

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

IV. Termination/Breach of Contract

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

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

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 4. The Provider must adhere to the participant's certification period provided by the Department.
 5. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 6. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 7. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:

1. The Department will provide NET eligible participants with Provider information.
2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider **\$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant. In years two and three of this RFP, the Department agrees to evaluate the status of fuel prices at the time and adjust the rate per mile only in accordance with any increase in the Internal Revenue Service's mileage reimbursement rate for the subsequent calendar year (2023). Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider for actual and verified cost of required vehicle inspection fees on vehicles used to provide Medicaid NET Transportation services to Belmont County residents. The Department will also reimburse the Provider for actual and verified costs of FBI and BCI background checks as well as driver abstracts for employees providing NET transportation services.**
- B. The maximum amount billable under this agreement will not exceed **\$550,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
 1. Failure to meet service requirements:
 2. Failure to meet performance standards; and
 3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

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

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

VII. Reports and Records

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

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.

- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

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

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u>	<u>11/30/2022</u>
Jeffery Felton, Director Belmont County Department of Job and Family Services	Date
<u>Michael Wallace /s/</u>	<u>12/1/2022</u>
Michael Wallace, President The Neff Volunteer Fire Department	Date
<u>J. P. Dutton /s/</u>	<u>12/7/22</u>
J. P. Dutton Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>12-7-22</u>
Jerry Echemann Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>12/7/22</u>
Josh Meyer Belmont County Commissioner	Date
Approved as to form: <u>David Liberati /s/</u>	<u>11/30/2022</u>
David Liberati Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

Mr. Meyer explained the amounts increased to cover the cost per mile adjustment and the increased usage after the loss of SEAT as a provider.

IN THE MATTER OF APPROVING THE OHIO EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM-ARPA FY 2021

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Ohio Emergency Management Performance Grant Program-ARPA FY 2021, in the amount of \$25,793.00, for the performance period of October 1, 2020 to December 31, 2022, on behalf of the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #1 TO THE MASTER DESIGN ENGINEERING SERVICES AGREEMENT FROM AECOM TECHNICAL SERVICES, INC/ENGINEER’S

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign Change Order #1 to the Master Design Engineering Services Agreement from AECOM Technical Services, Inc. to extend the termination date to December 31, 2023 for the Belmont County Engineer’s Department, based upon the recommendation of County Engineer, Terry Lively.

Change Order #1

This Change Order #1 is to the existing Master Design Engineering Services Agreement which was executed and effective on December 2, 2020, by and between Belmont County, Ohio, a governmental entity in the State of Ohio (“Client”), and AECOM Technical Services, Inc., a California corporation (“AECOM”), each also referred to individually as (“Party”) and collectively as (“Parties”).

This Change Order #1 references Section 2.1 of that Agreement, which states that the current Agreement shall remain in force for a period of two years, unless sooner terminated as provided herein or extended in writing by the Parties. The current date of termination of that Agreement is December 2, 2022. This Change Order #1 requests only that the termination date of the existing Agreement be extended to December 31, 2023, as duly executed by both Parties below.

AECOM Technical Services, Inc.

Zack Deems, P.E. /s/
Signature
Zack Deems, P.E.
Printed Name
Ohio Transportation Business Unit Leader
Printed Title
December 6, 2022
Date
Address:
564 White Pond Drive
Akron, Ohio 44320

CLIENT: Belmont County, Ohio

Jerry Echemann /s/ J. P. Dutton /s/ Josh Meyer /s/
Signature
Jerry Echemann, J. P. Dutton, Josh Meyer
Printed Name
Member, Vice-President, President
Printed Title
12-1-22
Date
Address:
101 West Main Street-Courthouse
St. Clairsville, Ohio 43950

Upon roll call the vote was as follows:

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

Mr. Meyer said this is for the 2019 event.

Discussion re: jail-Mr. Dutton said that operating the jail is not cheap. It takes a big portion of the county’s budget. Mr. Meyer said they have been talking about jail expansion with the Sheriff. The estimate is up around \$13 to \$14 million from the first estimate pre-COVID. Mr. Meyer said the Sheriff and his staff do a good job in controlling costs. Mr. Dutton added just maintenance is expensive, but you need to maintain what you have. He said it takes a lot of money to keep things moving.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:40 A.M.

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

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 10:30 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:30 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 three motions to be considered.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF LANCE PIPER, PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Lance Piper, part-time Kennel Staff at the Belmont County Animal Shelter, effective December 4, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING BRET CRUM, WATER PLANT OPERATOR II TO START PARENTAL LEAVE/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Parental Leave for Bret Crum, Water Plant Operator II at the Belmont County Water & Sewer District, effective December 23, 2022 and ending on January 20, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING JULIE TABOR, FULL-TIME KENNEL STAFF TO START AUTHORIZED UNPAID LEAVE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Julie Tabor, full-time Kennel Staff at the Belmont County Animal Shelter, to start authorized unpaid leave, effective November 22, 2022 and not to exceed December 31, 2022.

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF THE VACATION OF
A PORTION OF EAST AVE. (TWP. RD. 1260)
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1190**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 7th day of December 2022, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 7th day of November, 2022, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

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

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

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

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 14th day of December, 2022 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted December 7, 2022

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

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

December 7, 2022

Reconvened at 12:50 p.m. with Commissioners Meyer, Dutton and Echemann present.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:50 P.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 12:50 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of December, 2022.

December 7, 2022

Commissioner Jerry Echemann – Absent

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