

St. Clairsville, Ohio

June 7, 2023

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,347,120.45

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 31, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

| FROM | TO | AMOUNT |
|---|----------------------------------|------------|
| E-0051-A001-A10.000 Professional Services | R-2210-E001-E17.574 Transfers In | \$5,833.33 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 07, 2023, meeting:

H11 FAMILY & CHILD 1ST COUNCIL-BCDJFS

| | | |
|---------------------|-----------------------------------|-------------|
| E-2770-H011-H03.000 | FCFC Administrative Funds | \$6,665.00 |
| E-2770-H011-H12.000 | SFY 20 Multi-System Youth Funding | \$12,571.00 |

S12 PORT AUTHORITY

| | | |
|---------------------|-----------------------|------------|
| E-9799-S012-S07.000 | Professional Services | \$1,000.00 |
|---------------------|-----------------------|------------|

S30 OAKVIEW JUVENILE REHABILITATION

| | | |
|---------------------|----------------|-------------|
| E-8010-S030-S54.000 | Food | \$100.00 |
| E-8010-S030-S58.000 | Communications | \$15,490.00 |
| E-8010-S030-S64.012 | Equipment | \$26,717.00 |

S32 OAKVIEW JUVENILE-ACTIVITY FUND

| | | |
|---------------------|---------------|----------|
| E-8012-S032-S00.000 | Activity Fund | \$235.45 |
|---------------------|---------------|----------|

W20 LAW LIBRARY

| | | |
|---------------------|----------|-------------|
| E-9720-W020-W07.010 | Supplies | \$19,829.19 |
|---------------------|----------|-------------|

SHERIFF/VARIOUS FUNDS

| | | |
|---------------------|---------------|-------------|
| E-0131-A006-A17.010 | Cruisers | \$45.00 |
| E-0131-A006-A20.000 | False Alarms | \$50.00 |
| E-0131-A006-A23.000 | Background | \$187.00 |
| E-0131-A006-A24.000 | E-SORN | \$663.00 |
| E-0131-A006-A26.000 | K-9 | \$595.00 |
| E-5100-S000-S01.010 | Commissary | \$17,395.44 |
| E-5101-S001-S06.000 | CCW License | \$1,126.00 |
| E-5101-S001-S07.012 | CCW Equipment | \$2,300.00 |
| E-9710-U010-U06.000 | Reserve | \$5,565.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE SECOND QUARTER PERIOD:

APRIL, MAY AND JUNE 2023

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

Mutual of Omaha Life Insurance Chargebacks for the Second Quarter (April, May and June 2023)

| Transfer From | | Transfer To | Amount |
|---------------------|--------------------|---------------------|----------|
| E-0256-A014-A09.006 | TOTAL GENERAL FUND | R-9891-Y091-Y05.500 | 1,933.74 |
| E-0170-A006-G10.000 | PUBLIC DEFENDER | R-9891-Y091-Y05.500 | 40.53 |
| E-0181-A003-A11.000 | BD. OF ELECTIONS | R-9891-Y091-Y05.500 | 34.92 |
| E-1510-W081-P04.000 | PROSECUTOR DRETAC | R-9891-Y091-Y05.500 | 4.53 |

| | | | |
|----------------------------|------------------------------------|---------------------|----------|
| E-1600-B000-B13.006 | DOG & KENNEL | R-9891-Y091-Y05.500 | 47.25 |
| 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 | 329.63 |
| 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 | 25.89 |
| 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 | 169.89 |
| 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 | 212.01 |
| E-3705-P053-P15.000 | WATER/SEWER SSD #2 | R-9891-Y091-Y05.500 | 40.82 |
| 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 | 4.50 |
| E-6010-S079-S07.006 | CLERK OF COURTS/TITLE | R-9891-Y091-Y05.500 | 42.75 |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE | R-9891-Y091-Y05.500 | 117.00 |
| E-2510-H000-H16.006 | DJFS | R-9891-Y091-Y05.500 | 544.62 |
| E-2760-H010-H12.006 | CHILD SUPPORT | R-9891-Y091-Y05.500 | 82.17 |
| E-2210-E001-E15.006 | COUNTY HEALTH | R-9891-Y091-Y05.500 | 37.98 |
| E-2211-F069-F04.000 | TRAILER PARKS | R-9891-Y091-Y05.500 | 0.94 |
| E-2227-F074-F06.000 | SEWAGE | R-9891-Y091-Y05.500 | 11.28 |
| E-2213-F075-F02.003 | VITAL STATISTICS | R-9891-Y091-Y05.500 | 5.73 |
| E-2215-F077-F01.002 | REPRODUCTIVE HLTH&WELLNESS | R-9891-Y091-Y05.500 | 7.76 |
| E-2229-F081-F01.001 | PHER | R-9891-Y091-Y05.500 | 13.56 |
| E-2231-F083-F01.002 | PHEP | R-9891-Y091-Y05.500 | 3.49 |
| E-2232-F084-F02.008 | NURSING PROGRAM | R-9891-Y091-Y05.500 | 14.73 |
| E-2233-F085-F01.002 | CHILD FAMILY HEALTH SERVICES PROG. | R-9891-Y091-Y05.500 | 5.17 |
| E-2236-F088-F01.002 | GET VACCINATED | R-9891-Y091-Y05.500 | 1.34 |
| E-2237-F089-F01.002 | INTEGRATED NALO1ONE | R-9891-Y091-Y05.500 | 1.12 |
| E-2218-G000-G06.003 | FOOD SERVICE | R-9891-Y091-Y05.500 | 17.62 |
| E-2219-N050-N05.000 | WATER | R-9891-Y091-Y05.500 | 0.94 |
| E-2220-P070-P01.002 | POOLS | R-9891-Y091-Y05.500 | 0.61 |
| 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 | 40.50 |
| E-1520-S077-S04.006 | COMMUNITY GRANT | R-9891-Y091-Y05.500 | 6.75 |
| 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-1546-S056-S04.001 | PROBATION SERVICES | R-9891-Y091-Y05.500 | 13.50 |
| E-1518-S075-S03.002 | MHAS SUBSIDY GRANT | R-9891-Y091-Y05.500 | 6.75 |
| Total amount this transfer | | | 4,141.80 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/JUNE 2023

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

Chargebacks for June 2023

| HSA CHARGEBACKS | | MONTHLY CHARGEBACKS | |
|---------------------|-----------------|---------------------|--------|
| From: | | To: | |
| NUMBER | ACCOUNT | NUMBER | AMOUNT |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 233.84 |
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500 | 62.90 |
| E-6010-S079-S07.006 | CLERK OF COURTS | R-9891-Y091-Y12.500 | 170.94 |
| TOTALS | | | 467.68 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
DJFS-Nicole Couch, Hope Ramshak and Emily Cominsky to Columbus, OH, on June 6, 2023, to attend the Kinnect to Family Joint Learning event. Estimated expenses: \$30.00 A county vehicle will be used for travel.
911-Jim Delman, Tony Gregor, Shawn Yost and John Cika to Steubenville, OH, on September 13, 2023, to attend the Ohio Alerts Training. Estimated expenses:\$53.00.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:
The Belmont County Board of Commissioners is accepting applications to fill positions on the following boards:

- Mental Health Recovery Board. Applications will be accepted through June 16, 2023.
- Workforce Development Board Area 16. Applications will be accepted through June 16, 2023.

Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

IN THE MATTER OF HIRING HUNTER SWALLIE AS FULL-TIME COOK/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Hunter Swallie as full-time Cook at Senior Services of Belmont County, effective June 5, 2023.
Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING KENNETH PERKINS AS FULL-TIME COLLECTION SYSTEM OPERATOR/SANITARY SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Kenneth Perkins as full-time Collection System Operator at the Belmont County Sanitary Sewer District, effective June 12, 2023.
Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION HONORING BELMONT COUNTY COMMON PLEAS COURT JUDGE FRANK A. FREGIATO

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution honoring Belmont County Common Pleas Court Judge Frank A. Fregiato on his retirement.

***RESOLUTION
HONORING
BELMONT COUNTY COMMON PLEAS COURT
JUDGE FRANK A. FREGIATO
ON HIS RETIREMENT***

WHEREAS, Judge Frank A. Fregiato has dedicated his time, talents, wisdom and energy serving the residents of Belmont County for sixteen years as a County Court Judge and ten years as a Common Pleas Court Judge; and
WHEREAS, Judge Fregiato is widely respected and admired throughout Ohio’s legal community as well as the populace he served; and
WHEREAS, Judge Fregiato grew up in Bridgeport, Ohio, is a member of the Class of 1970 of Martins Ferry High School, a 1973 Phi Beta Kappa honors graduate of The Ohio State University and went on to obtain his Juris Doctor from The Ohio State University College of Law, where he graduated in the top 5% of his class with Order of the Coif honors; and
WHEREAS, Judge Fregiato has left his indelible mark as an outstanding Judge and public servant who will step down from the bench when he retires on June 30, 2023, and will be very much missed by his staff, colleagues and Belmont County courthouse employees for his professional knowledge, guidance, wisdom, fairness and friendship.
NOW THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners is proud to honor and pay tribute to Judge Frank A. Fregiato for his outstanding leadership and contributions to Belmont County and its residents and sincerely wishes him a happy, healthy and well-deserved retirement.
Adopted this 7th day of June 2023.

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

Upon roll call the vote was as follows:

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

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |

IN THE MATTER OF THE DEDICATION OF
TWP. 733-A GREEN VALLEY NORTH ROAD
RICHLAND TWP. SEC. 35, T-6, R-3/RD IMP 1192

Office of County Commissioners

Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 7th day of June, 2023, at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

RESOLUTION – ORDER TO DEDICATE ROAD

Sec. 5553.10 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be dedicated, as ordered heretofore, made on journal of the date of May 24, 2023, and a copy of this resolution be forwarded to the Richland Township Trustees.

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

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

Adopted the 7th day of June, 2023.

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

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

IN THE MATTER OF VACATION/DEDICATION
OF LOW GAP ROAD (PRIVATE) |
YORK TOWNSHIP SEC 9, T-4, R-3 |

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date June 7, 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the vacation/dedication of Low Gap Road (Private), York Township, Section 9, T-4, R-3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

To: Deanna Jo Caldwell, F.O., York Township Trustees, 54120 E Captina Hwy. Powhatan Point, OH 43942.

You are hereby notified that the 21st day of June, 2023, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

- Mail by certified return receipt requested

cc: York Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING ONLY BID RECEIVED
FOR THE ENGINEER'S PROJECT 23-6**

Motion made by Mr. Dutton, seconded by Mr. Echemann to reject the only bid received for the Belmont County Engineer's Project 23-6 BEL-CR10-22.09 Superstructure Replacement received on May 31, 2023, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: The bid was 58.9% over the Engineer's estimate. This project will be re-bid in the fall of 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE
BY SEPARATE INSTRUMENT FOR JOHN W. BLOOM/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for John W. Bloom for a mortgage deed dated May 9, 2016, as recorded in Volume 0617 pages 327-329 in the Belmont County Recorder's Office based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated May 9, 2016 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0617 at pages 327-329 and executed by John W. Bloom to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6-7-23
Date

Belmont County Commissioners:

By: J. P. Dutton /s/
J. P. Dutton, President
Jerry Echemann /s/
Jerry Echemann
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Dutton | Yes |
| Mr. Echemann | Yes |

Mr. Meyer Yes

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN ON BEHALF OF DJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective June 7, 2023, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

Upon roll call the vote was as follows:

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

Jeff Felton, Belmont County Job and Family Services Director, said they do a biennial review of the PRC plan. The annual assistance has increased from \$1,500 to \$2,000 per family due to inflation and other issues. Mr. Felton said, “A lot of the services are for Children Services. If somebody is behind on rent or if somebody’s behind on utilities, we’re able to pay some of those bills on behalf of that family so the children don’t have to come into foster care or find some other residence. It’s good for the family. It helps keep them together. More importantly, it’s best for the kids.” Temporary Assistance for Needy Families (TANF) funding is utilized for these services. Mr. Felton added Ohio is one of the few states that sets aside TANF funds to support families. TANF funds also goes toward the School Clothes for Kids program and the Backpack Food program through the Farm Bureau.

**IN THE MATTER OF ENTERING INTO THE PARTICIPATION AGREEMENT
BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE
CORPORATION AND WEST PUBLISHING CORPORATION, ON BEHALF OF
BELMONT COUNTY JOB AND FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Participation Agreement between the County Commissioners Association of Ohio Service Corporation and West Publishing Corporation, on behalf of the Belmont County Department of Job and Family Services, effective June 1, 2023 through May 31, 2025, in the amount of \$34.39 per month, per user for the first year and \$35.42 per month, per user for the second year.

Note: This contract provides for location services for Non-Custodial Parents through public records search performed by West Publishing Corporation.

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2023**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC”), an Ohio for profit corporation and the Board of County Commissioners, Belmont County, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCDA and Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager – The OHIO CSEA Directors’ Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) – An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children’s Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of locations services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing service to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term – The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation

Agreement - That certain contract effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The contract provides for one more additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

- 1. Be bound by terms and conditions of the Agreement.
- 2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
- 3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month for the period June 1, 2024 to May 31, 2025.

Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month for the period June 1, 2024 to May 31, 2025.

Batch premium alerts may be added in volume tiers according to the chart below:

| June 1, 2023 to May 31, 2024 | | June 1, 2024 to May 31, 2025 | |
|------------------------------|----------------|------------------------------|----------------|
| Alerts | Cost Per Month | Alerts | Cost Per Month |
| 100 | \$48.00 | 100 | \$50.00 |
| 300 | \$80.00 | 300 | \$84.00 |
| 500 | \$126.00 | 500 | \$132.00 |
| 1,000 | \$238.00 | 1,000 | \$250.00 |
| 1,500 | \$358.00 | 1,500 | \$376.00 |
| 3,000 | \$675.00 | 3,000 | \$709.00 |
| 5,000 | \$1,092.00 | 5,000 | \$1,147.00 |
| 10,000 | \$2,117.00 | 10,000 | \$2,223.00 |
| 25,000 | \$5,127.00 | 25,000 | \$5,383.00 |

- 4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
- 5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
- 6. Notify the Manager no later than **March 15, 2025** if it determines that it i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
- 7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
- 8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

- 1. Be bound the terms and conditions of the Agreement.
- 2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
- 3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
- 4. Give participant written notice no later than March 15,2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
- 5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercises its right to terminate the Agreement.
- 6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any changes attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors’ Association (Manager) agrees to:

- 1. Be bound by the terms and conditions of this Agreement.
- 2. Assist in the registration and management of users under the Agreement.
- 3. Assist in producing all necessary signatures for the Participation Agreement.
- 4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
- 5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contract, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions makes purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of the section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS THEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By: Cheryl Subler /s/ Address: 209 East State Street
Columbus, Ohio 43215

COUNTY OF BELMONT
BOARD OF COMMISSIONERS/COUNTY EXECUTIVE/APPROVING

By: Jerry Echemann /s/ Address: 101 West Main Street
J. P. Dutton /s/ St. Clairsville, OH 43950
Josh Meyer /s/

Date of Adoption of Approving Board Resolution

PARTICIPANT AGENCY: Belmont County CSEA

By: Jeffery L. Felton /s/ Address: 68145 Hammond Road
Director St. Clairsville OH 43950

If necessary, Approved as to form:

David K. Liberati /s/
Assistant P.A.

OHIO CSEA DIRECTORS’ ASSOCIATION (OCDA)

By: Amy Roehrenbeck /s/ Address: 113 Schrock Road, Suite 309
Amy Roehrenbeck, Executive Director Columbus, Ohio 43229

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES, THE OHIO
DEPARTMENT OF MEDICAID AND THE BELMONT COUNTY BOARD
OF COMMISSIONERS FOR SUBGRANT NUMBER G-2425-11-6111

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Subgrant Agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid and the Belmont County Board of Commissioners for Subgrant Number G-2425-11-6111, effective July 1, 2023 through June 30, 2025.

Note: The execution of this biennial agreement is required in order for the Belmont County Dept. of Job and Family Services to receive their state and federal funding in public assistance, child support and children services.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2425-11-6111

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as “ODJFS”), the Ohio Department of Medicaid (hereinafter referred to as “ODM”) and the Belmont County Board of County Commissioners (hereinafter referred to as “Board”), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two “pass-through entities” and a “subrecipient” as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Belmont County for the operation of the Belmont County department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS)

and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. “County family services agency” means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. “Departments” means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. “Family services duty” means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. “Financial assistance” means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. “State and federal laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor’s Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. “Subgrantee” has the same meaning as “county grantee,” as that term is defined in ORC Section 5101.21 (A) (1). “Subgrant agreement” has the same meaning as “grant agreement,” as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont CDJFS/CSEA/PCSA (hereinafter collectively referred to as “Subgrantee”).

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standard established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political

beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

- M. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.
- O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

- P. Ensure all Medicaid eligibility case documentation is entered timely into Ohio’s Electronic Data Management System (EDMS).

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2023, through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2024 and 2025 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments’ Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 - 3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws. For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 - 4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 - 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 - 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 - 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee’s receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 - 1. Proper identification of federal awards received.
 - 2. Maintenance of required internal controls.
 - 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.

- 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
- 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments’ Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)’ Subgrant activity.
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 - 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 - 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. Amendment: This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.
- B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. Subgrants
 - 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
 - 2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - 3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - 4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and

state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.

5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass- through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass- through entity evaluate Subgrantee’s risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

SIGNATURE PAGE G-2425-11-6111

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Belmont County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

| | |
|------------------------------|-----------------|
| <u>Jeffery L. Felton /s/</u> | <u>6/5/2023</u> |
| CDJFS/PCSA/CSEA Director | Date |
| <u>Jerry Echemann /s/</u> | <u>6-7-23</u> |
| County Commissioner | Date |
| <u>J. P. Dutton /s/</u> | <u>6-7-23</u> |
| County Commissioner | |
| <u>Josh Meyer /s/</u> | <u>6/7/23</u> |

| | |
|--------------------------------------|-------------|
| <u>Matthew Damschroder, Director</u> | <u>Date</u> |
| OHIO DEPARTMENT OF MEDICAID | |
| <u>Maureen Corcoran, Director</u> | <u>Date</u> |

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of one 2015 Jeep Patriot, one 2010 Dodge Avenger and one 2015 Dodge Caravan for a trade-in amount of \$3,300.00 and purchase one 2022 Ram 1500 Quad Pickup from Thomas’ Auto Center, in the amount of \$46,865.00 for a total cost of \$43,565.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This vehicle is an additional nutrition delivery truck that will ensure the integrity of the nutrition fleet. The three trade-in vehicles are no longer safe for use.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PASSPORT PROVIDER AGREEMENT WITH AREA AGENCY ON AGING REGION 9/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Passport Provider Agreement with Area Agency on Aging Region 9 effective July 1, 2023 to June 30, 2025, on behalf of Senior Services of Belmont County.

Note: Passport is a home and community-based Medicaid Waiver program that offers services to adults 60 and over who qualify. SSOBC provides home delivered meals to Passport participants who have been identified b AAA9 as needing this service. SSOBC was reimbursed over \$320,000 through this agreement in 2022.

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Provider Agreement
July 1, 2023, through June 30, 2025

This Agreement is entered into by and between Area Agency on Aging Region 9, Inc. (ODA's Designee), located at 710 Wheeling Avenue Cambridge, Ohio 43725, and Belmont County Commissioners dba Senior Services of Belmont County (Provider), located at 67650 Oakview Drive St. Clairsville, Ohio 43950. ODA's Designee and Provider, together, are referred to in this Agreement as "the Parties."

Purpose: The purpose of this Agreement is to define the terms and conditions under which Provider is to furnish and invoice ODA's Designee for the community-based long-term care services Provider furnishes through the PASSPORT program administered by ODA's Designee on behalf of the Ohio Department of Aging (ODA).

The Parties agree as follows:

Article I: Effective Dates

This Agreement shall be effective as of the date signed by both Parties and shall remain in effect until June 30, 2025, unless otherwise amended or terminated earlier pursuant to this Agreement.

All provisions in this Agreement that by their terms must necessarily be performed after the termination or expiration of this Agreement (e.g., records retention, auditing requirements, etc.) shall survive such termination or expiration.

Article II: Medicaid Provider Agreement

This Agreement is not enforceable against ODA's Designee unless and until Provider enters into a valid Medicaid Provider Agreement with the Ohio Department of Medicaid (ODM), under section 5164.30 of the Revised Code and rule 5160-1-17.2 of the Administrative Code. If, at any time during the course of this Agreement, Provider's Medicaid Provider Agreement is terminated or suspended by Provider or ODM, this Agreement shall also be terminated or suspended. No services furnished by Provider under this Agreement after such termination or suspension shall be eligible for payment hereunder.

Article III: Statement of Work

- A. Provider shall furnish home and community-based services to individuals enrolled in the state and federal-funded components of the PASSPORT program. Provider shall furnish only those services it is certified to furnish by ODA.

When providing the services hereunder, Provider shall comply with the terms of this Agreement, Provider's Medicaid Provider Agreement, and all applicable state and federal statutes, regulations, and policies applicable to the furnishing of such services. To the extent this Agreement conflicts with any laws or regulations governing the Medicaid program, the laws and regulations governing the Medicaid program shall control.

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Services that are not provided in compliance with the terms of this Agreement, Provider’s Medicaid Provider Agreement, or any applicable state and federal laws, regulations, or policies are not eligible for payment hereunder.

Provider shall furnish services under this Agreement without regard to the race, creed, color, age, sex, national origin, source(s) of payment, or disability of the enrolled individual.

B.

| Service Name | Geographic Area to Be Served | Unit Rate (If less than allowable maximum rate identified under <u>Article IV: Payment Section A</u>) |
|--|------------------------------|--|
| Home Delivered Meal | Belmont County | |
| Transportation (Non-Emergency Medical) One-Way & One-Way 2 nd Round-Trip & Round-Trip 2 nd | Belmont County | |
| Non-Medical Transportation One-Way & One-Way 2 nd Round-Trip & Round Trip 2 nd | Belmont County | |

C. Provider shall not assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent from ODA’s Designee. Provider shall be responsible for ensuring any subcontractor providing services on behalf of Provider hereunder complies with all applicable state and federal laws, regulations, and policies.

Article IV: Payment

- A. The maximum rate in which Provider shall be reimbursed for allowable units of services shall be pursuant to the rates set forth in rule 5160-1-06.1 of the Administrative Code, as amended. Providers subject to regional rates shall not exceed the rate established according to 5160-31-07 of the Administrative Code. Provider shall provide and may only request payment for those specific services authorized by ODA’s Designee in an approved service plan as that term is defined in rule 173-39-01 of the Administrative Code. Provider may not provide or request payment from ODA’s Designee for more than the amount of a specific service authorized in an individual’s approved service plan.
- B. Except as otherwise provided in this Agreement, ODA’s Designee shall pay Provider on a monthly basis for only those authorized services that were received by the individual.
- C. Payment by ODA’s Designee is contingent upon compliance with all terms of this Agreement, and upon funds being made available to ODA’s Designee by ODA.

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- D. ODA's Designee must be the last payer to receive and adjudicate Provider's claims for payment for any services provided under this Agreement.
1. Any payment due under this Agreement is subject to the restrictions outlined in rule 5160-1-08 of the Administrative Code that apply to reimbursement for Medicaid services.
 2. Provider shall comply with the requirements of rule 5160-1-08 of the Administrative Code, insofar as the collection of third-party benefits is concerned, prior to invoicing ODA's Designee for the services furnished to an individual.
 - a. Provider shall ascertain and recoup any third-party benefits available to the individual prior to invoicing ODA's Designee for any services the individual received.
 - i. Provider shall review the individual's Ohio Medicaid card and the Ohio Medicaid Information Technology System (MITS), or similar system, for evidence of third-party benefits.
 - ii. Provider shall also request information from the individual or the individual's authorized representative about any third-party benefits available to the individual.
 - b. If the individual's Medicaid card and MITS, or similar system, do not indicate third-party benefits are available to the individual, and if the individual or the individual's authorized representative specifies no third-party benefits, Provider may submit a claim to ODA's Designee.
 - c. If the individual's Medicaid card or MITS, or similar system, indicates third-party benefits are available to the individual, or if the individual or the individual's authorized representative indicates to Provider third-party benefits are available, Provider shall take the reasonable measures described in rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file all third-party claims prior to submitting an invoice to ODA's Designee. If Provider has taken the reasonable measures described in rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file claims with all third-party payers, but has not received payment from a third-party payer, or who has taken reasonable measures and received a partial payment, Provider may submit a claim to ODA's designee for the outstanding balance of any claim.
- E. Provider shall accept the payment allowed under this Agreement as payment-in-full and, except as required in paragraph (D)(2) of Article IV. of this Agreement, with regard to third-party benefits, and in Article V. of this Agreement, with regard to client liability,

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shall not seek reimbursement for those services from the individual, from any member of the individual’s family, or from any other person.

- F. In the event Provider is paid for services that are not allowable or that are not reimbursable under the terms of this Agreement, or state or federal law, the amount of the overpayment will be collected by the State of Ohio in a manner consistent with sections 5164.57 or 5164.58 of the Revised Code.
- G. For purposes of this Article IV:
 - 1. “Authorized service” means a service provided to an individual in amounts approved by ODA’s Designee, in the individual’s authorized service plan.
 - 2. “Third party” has the same meaning as in section 5160.35 of the Revised Code.
 - 3. “Third-party benefits” means any health care service available to an individual through any medical insurance policy, or through some other resource that covers medical benefits, and the payment of those services is either completely the obligation of the third party or in part the obligation of the individual, the third-party payer and/or Medicaid. Examples of a third-party benefit include private health or accidental health insurance, TRICARE, or worker’s compensation.
 - 4. “Third-party payments” means payments received from a third-party payer.
 - 5. “Third-party payer” means an entity, other than the Medicaid or Medicare programs, responsible for adjudicating and paying claims for third-party benefits provided to individuals.
 - 6. “Person-centered services plan” means the written service plan outlining the services a case manager authorizes Provider to furnish to an individual, regardless of the funding source for those services pursuant to OAC 5160-44-02.

Article V: Option for Reassignment of Claims and Collection of Client Liability

Provider chooses to have ODA’s Designee assigned as Provider’s payer of claims for those services Provider has furnished to individuals enrolled in the PASSPORT program:

- (x) Yes If Provider chooses this option (as indicated by a check mark to the left, and initials below), Provider shall submit an invoice to ODA’s Designee for all eligible services furnished by Provider to individuals enrolled in either the state-funded or Medicaid waiver-funded component of the PASSPORT program. Provider shall submit the invoice in a format prescribed by ODA’s Designee, and in the timeframe provided for below. Except as otherwise provided in this Agreement, ODA’s Designee shall reimburse Provider for all authorized services Provider furnishes to individuals. In addition, ODA’s Designee shall accept full responsibility to collect and verify that individuals’ client liability payments, if

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any, have been paid, unless the Provider is a Provider of the assisted living program. Providers of the assisted living program shall accept full responsibility to collect and verify that the individuals' client liability payments, if any, have been paid.

Provider understands services provided to individuals enrolled in the Medicaid waiver-funded component of the PASSPORT program are Medicaid-funded services. Further, Provider understands that in order to receive federal reimbursement, invoices for all services charged to the Medicaid program are required by law to be submitted to ODM within 365 days of the date on which the services were provided, regardless of whether invoices are submitted to ODM by Provider directly, or on behalf of Provider by ODA's Designee. Therefore, in consideration of the agreement by ODA's Designee to serve as Provider's payer of Medicaid waiver service claims, Provider shall submit all invoices to ODA's Designee within 365 days of the date the invoiced services were furnished by Provider. Provider understands and accepts that ODA's Designee shall not reimburse Provider for any services invoiced more than 365 days after the date on which the services were provided.

SPD Initials

- () No
- If Provider chooses this option (as indicated by a check mark to the left, and initials below), Provider shall invoice ODA's Designee and ODM separately, for any eligible services provided to individuals, as follows:
- A.

With regard to any eligible services provided to an individual enrolled in the Medicaid waiver-funded component of the PASSPORT program, Provider shall:

1.

Verify the client liability payments due, if any, for each individual to whom Medicaid waiver-funded PASSPORT services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODM for payment;

2.

Within 365 days after the date on which the services were furnished, invoice ODM the amount described in paragraph (A)(1) of this option using the invoice format prescribed by ODM; and

3.

Collect the amount of the client liability payment owed by the individual directly from the individual, or waive, as the Provider deems appropriate.
- B.

With regard to any eligible services provided to an individual enrolled in the state-funded component of the PASSPORT program, Provider shall:

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- 1. Verify the client liability payment due, if any, for each individual to whom state-funded services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODA’s Designee for payment;
- 2. Within 365 days after the date on which the services were furnished, invoice ODA’s Designee the amount described in paragraph (B)(1) of this option for the services furnished using the invoice format prescribed by ODA’s Designee; and
- 3. Collect the amount of the client liability payment owed by the individual directly from the individual, or waive it, as the Provider deems appropriate.

_____Initials

Article VI: Monitoring

- A. Provider understands it shall be monitored periodically by one or more representatives of ODA’s Designee and/or ODA, and may be audited by other representatives of the State of Ohio and/or the United States government. Monitoring and auditing shall be conducted to determine whether Provider’s services, responsibilities, and obligations are being carried out as required by this Agreement and in accordance with all applicable state and federal laws, regulations, and policies.
- B. Monitoring activities by ODA and ODA’s Designee shall be conducted in accordance with Chapter 173-39 of the Administrative Code and may include on-site observations, reviews of records, and interviews with provider staff and/or individuals.
- C. Provider shall cooperate with the monitoring and auditing processes described in this Article and shall provide monitors and auditors with reasonable access to Provider staff, individuals receiving services, program data, and other related information, as requested. Provider shall respond within timeframes specified by law to any issues identified through the monitoring and auditing processes.
- D. Except for assisted living providers, if Provider employs staff to furnish services under this Agreement, Provider shall have a system in place to effectively monitor the delivery of services by its employees in a manner consistent with Division (C) of section 121.36 of the Revised Code.

Article VII: Records and Documents

- A. Provider shall ensure proper documentation exists for any units of service furnished and invoiced by Provider. Provider shall ensure proper documentation exists for any units of service furnished by its subcontractor(s).

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- B. Provider shall maintain all records, including its subcontractor(s) records, necessary to fully disclose the extent of services provided, and to document its compliance with this Agreement. Provider shall maintain such records for a period of six years from the date of receipt of any payment based upon those records or, if an audit of Provider is begun within that six-year period, until the audit is completed, whichever date is later.

Article VIII: Confidentiality

Provider shall be knowledgeable about and comply with all applicable federal and state laws establishing privacy/confidentiality requirements for the provision of services hereunder, including: the "Health Insurance Portability and Accountability Act of 1996" (HIPAA); HIPAA regulations set forth in 45 C.F.R. Parts 160, 162, and 164, as amended; the Medicaid requirements set forth in 42 CFR 431.300 to 431.307, as amended; sections 5160.45 to 5160.481 of the Revised Code, as amended; and this Agreement.

Provider shall not use or disclose any information, systems, or records made available to Provider under this Agreement for any purpose other than to fulfill its obligations under this Agreement.

Provider shall not disclose any information regarding an individual for any purpose not directly connected with Provider’s administration of the PASSPORT program, unless disclosure is permitted by section 5160.45 or 5160.47 of the Revised Code, by administrative rules authorized by section 5160.48 or 5160.481 of the Revised Code, or when required by state or federal law.

Provider shall take reasonable steps to safeguard information about individuals, including but not limited to, each individual’s name and address; information about the services provided to the individual; the individual’s social and economic conditions; any information related to an assessment of the individual’s personal information; the individual’s medical information, including diagnosis and past history of disease or disability; any information received to verify the individual’s income, income eligibility, and amount of medical assistance payments; any information received in connection with the identification of legally liable third-party resources and any client liability payments; and the individual’s social security number.

In fulfilling its obligations hereunder, Provider agrees that it, its employees, and any subcontractors or business associates of Provider are all bound by the same standards of confidentiality that apply to employees of ODA’s Designee and the State of Ohio. Provider assumes responsibility for ensuring compliance with these standards of confidentiality by its employees, subcontractors, and business associates.

Provider acknowledges its failure to comply with the confidentiality requirements of this Agreement and section 5160.45 of the Revised Code may result in the termination of this Agreement and the imposition of criminal penalties under section 5160.99 of the Revised Code.

Article IX: Equal Employment Opportunity

- A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color,

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gender, age, disability, or military status. Provider shall ensure applicants are hired and employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, age, disability, or military status.

- B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider shall comply with all applicable federal and state non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.

Provider shall incorporate the prohibitions and requirements of this Article in all subcontracts for work completed under this Agreement.

Article X: Debarment and Suspension

By entering into this Agreement, Provider certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. For purposes of this Agreement, the term “principal” is defined as an officer, director, owner, partner, principal investor, or other person within Provider’s organization with management or supervisory responsibilities related to the provision of services under this Agreement, or a consultant or other person who occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the services authorized for reimbursement under this Agreement.

Provider shall incorporate certification requirements similar to those provided for in this Article in any subcontract for work completed under this Agreement.

Article XI: Amendment, Suspension, and Termination

- A. This Agreement may only be amended through a written instrument signed by both Parties. It is agreed, however, that any amendments to the laws or regulations referenced herein shall result in the correlative modification of this Agreement, without the necessity for executing a written amendment.
- B. This Agreement may be terminated by either party by providing the other party with 30 days prior written notice of its decision to terminate the contract.
- C. This Agreement is subject to the continued certification of Provider by ODA and Provider’s maintenance of a Medicaid Provider Agreement with ODM, as noted in Article II of this Agreement. If, at any time during the course of this Agreement, Provider’s Medicaid Provider Agreement is terminated or suspended by Provider or ODM, this Agreement shall immediately be terminated or suspended, and no services furnished by Provider hereunder after the termination, or during the suspension, shall be eligible for payment unless payment is authorized by ODM.

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- D. This Agreement is subject to the continued designation of ODA’s Designee to administer the PASSPORT program on ODA’s behalf, and to the continued availability of funding from the State of Ohio. The obligations of the State of Ohio and ODA’s Designee under this Agreement shall terminate immediately if, at any time during the course of this Agreement, ODA’s Designee is de-designated by ODA, or funds cease to be available from the State of Ohio or ODA for the purposes of paying any costs incurred under this Agreement.
- E. In the event termination of this Agreement occurs pursuant to paragraphs C. or D. of this Article, ODA’s Designee shall send a written notice to Provider specifying the reasons for the termination as soon as possible after the termination, in accordance with the notice procedures described in Article XII of this Agreement.

Article XII: Notice Requirements

Any notice required to be provided under this Agreement shall be hand delivered, or sent by first class United States mail with postage prepaid, and addressed as follows:

A. If to ODA’s Designee:

| |
|-------------------------------------|
| Area Agency on Aging Region 9, Inc. |
| 710 Wheeling Avenue |
| Cambridge, Ohio 43725 |
| Attn: James Endly, CEO |

B. If to Provider:

| |
|---------------------------------------|
| Belmont County Commissioners |
| dba Senior Services of Belmont County |
| 67650 Oakview Drive |
| St. Clairsville, Ohio 43950 |
| Attn: J. P. Dutton |

Article XIII: Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of this Agreement.

Article XIV: Waiver

The failure of either Party at any time to demand strict performance by the other Party of any of the terms of the Agreement will not be construed as a waiver or relinquishment of any such term, and either Party may at any later time and without prior notice demand strict and complete performance by the other Party of such a term.

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Article XV: Controlling Law

This Agreement, and the rights of the Parties hereunder, shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

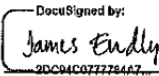
Article XVI: Entire Agreement

This Agreement contains the entire agreement and understanding of the Parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date set forth below.

For ODA’s Designee:

For Provider:

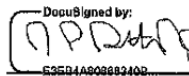
DocuSigned by:

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Signature

James A. Endly
Printed Name

Executive Director
Title

6/7/2023
Date

DocuSigned by:

63604A80888240B...

Signature

J.P. Dutton
Printed Name

Commissioner
Title

6/7/2023
Date

| | | |
|---|--------------|-----|
| Upon roll call the vote was as follows: | | |
| | Mr. Echemann | Yes |
| | Mr. Meyer | Yes |
| | Mr. Dutton | Yes |

**COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC.
FOR YEAR ENDING DECEMBER 31, 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2021.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

Upon roll call the vote was as follows:

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

9:30 Amy Elliott, Hospice Liaison with Amedisys Hospice Care

Re: Alzheimer’s and Brain Awareness Month Resolution

Ms. Elliott said 6.7 million people ages 65 and older will be carrying the disease in 2023, 73% are over the age of 75. One out of 9 people over 65 already have Alzheimer’s disease and 1 in 3 seniors will die from it. She added in the State of Ohio there are currently 220,000 people that have been diagnosed with Alzheimer’s and by the year 2025 that number will increase to 250,000 people.

**IN THE MATTER OF ADOPTING THE RESOLUTION RECOGNIZING
ALZHEIMER’S AND BRAIN AWARENESS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution recognizing Alzheimer’s and Brain Awareness Month.

***Resolution
Recognizing***

“ALZHEIMER’S AND BRAIN AWARENESS MONTH”

WHEREAS, Alzheimer’s and Brain Awareness Month is observed in June as an opportunity to spread the word about and discuss Alzheimer’s disease and other dementias. Throughout the month people are encouraged to support the movement by wearing purple and training their brains to fight the disease; and

WHEREAS, President Ronald Reagan initiated the observance of Alzheimer’s and Brain Awareness Month in 1983 to raise awareness about Alzheimer’s and get people involved in the recognition of the disease as well as the type of care required by someone suffering from it; and

WHEREAS, Alzheimer’s disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to mental and physical impairments; and

WHEREAS, a person develops Alzheimer’s disease in the United States every 65 seconds and it is the sixth leading cause of death; and

WHEREAS, in America, more than 16 million people take care of family or friends with Alzheimer’s or dementia and 6.2 million of those living with Alzheimer’s disease are over 65; and

WHEREAS, individuals living with Alzheimer’s disease and their caregivers need acknowledgement, support, and services to meet their needs over the lengthy progression of Alzheimer’s disease and related dementia.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners recognize the month of June 2023 as Alzheimer’s and Brain Awareness Month and calls this observance to the attention of all citizens throughout Belmont County.

Adopted this 7th day of June 2023.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:26 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:15 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:15 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion to be considered at this time.

**IN THE MATTER OF APPROVING MOVING JOANN LEIFFER FROM
PART-TIME DRIVER-MEDICAL TO PART-TIME DRIVER-CENTER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to move Joann Leiffer from part-time Driver-Medical to part-time Driver-Center at Senior Services of Belmont County, effective June 12, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 11:30 a.m. with no further business to come before the board.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:38 A.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:38 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of June, 2023.

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

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT
Bonnie Zuzak /s/ CLERK