

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$412,957.57

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A08.000 Travel & Expenses	\$10,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B13.006 Hospitalization Expenses	E-1600-B000-B09.004 Workers Comp	\$3,792.07

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$68,000.00

S86 NORTHERN COURT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S04.004 Workers Comp	\$500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 31, 2024****

S77 COMMUNITY BASED CORRECTIONS ACT GRANT/PROBATION DEPT.

E-1520-S077-S01.002	Salaries	\$16,326.25
E-1520-S077-S02.005	Medicare	\$225.00
E-1520-S077-S03.003	PERS	\$2,175.00
E-1520-S077-S04.006	Hospitalization	\$6,135.25
E-1520-S077-S05.004	Workers Comp	\$279.00

****FEBRUARY 28, 2024****

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$5,619.41
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$12,819.93
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E10 911 FUND

E-2200-E010-E07.000	Othe Expenses	\$2,392.17
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M78 TITLE IV-E REIMBURSEMENTS-RANDOM MOMENTS/JUVENILE COURT

E-0400-M078-M01.002	Salaries	\$9,470.28
E-0400-M078-M05.000	Other Expenses	\$60,000.00

S55 TARGETED COMMUNITY ALTERNATIVES TO PRISON (TCAP)/PROBATION DEPT.

E-1545-S055-S01.000	Grant Expenses	\$76,291.50
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S56 PROBATION SERVICES GRANT/PROBATION DEPT.

E-1546-S056-S04.001	Salary/Fringes	\$37,500.00
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S70 BELMONT COUNTY SENIOR PROGRAM/SSOBC

E-5005-S070-S28.000	Training & License	\$7,500.00
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W98 CEBCO WELLNESS GRANT

E-1498-W098-W21.000	2024 Expenses	\$4,000.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A17.010	Cruisers	\$3,332.90
E-0131-A006-A20.000	False Alarms	\$950.00
E-0131-A006-A23.000	Background	\$212.00
E-0131-A006-A24.000	E-SORN	\$757.00
E-0131-A006-A32.000	Warrant Fee	\$630.98
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$21,860.64
E-5101-S001-S06.000	CCW License	\$1,108.00
E-5101-S001-S07.012	CCW Equipment	\$1,774.00
E-9710-U010-U06.000	Reserve	\$1,515.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR JANUARY 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of January 2024.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,988.74
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	997.02
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,395.78
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,733.99
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,848.03
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,093.59
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,628.50
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,828.55
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,359.39
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,250.70
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,277.03
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,486.16
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,815.46
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,971.82
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,867.19
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,440.66
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,704.06
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	29,998.82
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,729.38
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,279.02
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,766.74
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,950.57
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,626.60
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	131.61
			133,803.87
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,279.09
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,497.81
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	11.44
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	658.23
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	389.07
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	590.92
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	475.09
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	723.85
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	10.06
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	654.98
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,125.36
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	236.48
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,020.89
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	167.03
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	12.27

HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,619.05
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,904.60
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,122.10
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,261.74
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,282.93
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,017.65
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,808.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	448.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,338.29
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,418.54
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,260.95
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,837.19
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,604.39
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,680.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	12,244.21
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	16,132.56
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,629.46
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	518.04
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,166.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	42,029.82
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	22,909.87
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	656.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	669.34
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,192.00
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,120.93
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	845.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	249.76
			377,633.54

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND-\$5,619.41** deposited into R-0050-A000-A45.500 on 2/20/24 (*These funds were refunded from USPS for the balance of postage on the old mail machine*).

W98 CEBCO WELLNESS GRANT FUND-\$4,000.00 paid into R-1498-W098-W22.501, Grant-2024 on 02/23/2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR DECEMBER 2023

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Final Sales & Use Tax Distribution Report for the month of December 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: **DJFS**-Valerie Gardner, Amy Slater and Danielle Secrest to Las Vegas, NV, on August 18-23, 2024 to attend the UCOWF 2024 National Training Conference. Estimated expenses: \$6,609.25.

TREASURER’S-Kathy Kelich to Columbus, OH, on March 12, June 11, September 10 and December 10, 2024 to attend the County Treasurer’s Association Legislative Committee. Estimated expenses: \$700.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 21, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE AGREEMENT FROM PONZANI LANDSCAPING COMPANY

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase agreement from Ponzani Landscaping Co. in the amount of \$6,179.28 for all labor, equipment and materials for landscape renovations at the Belmont County Courthouse, Annex III building and Heritage Museum.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM EAGON & ASSOCIATES/WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Eagon & Associates, in the estimated amount of \$11,948.00 for Hydrogeologic Consulting Services Well Siting Scope Phase for potential well sites as part of an additional water source for the water treatment plant, based upon the recommendation of Director Kelly Porter.

Note: This will be paid for from District Capital Improvement Funds.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is a possibility in the future an additional water source will be needed.

IN THE MATTER OF APPROVING PURCHASE OF ONE 2023 CHEVROLET SILVERADO 1500 OUTFITTED WITH A 2024 6 SERIES OVEN/REFRIGERATOR BOX FROM DELIVERY CONCEPTS CENTRAL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one 2023 Chevrolet Silverado 1500 outfitted with a 2024 6 Series Oven/Refrigerator Box from Delivery Concepts Central, in the amount of \$71,743.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This is a replacement vehicle and will be used for the purpose of meal delivery.

Upon roll call the vote was as follows:

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

Mr. Echemann said approximately 1,100 meals are delivered daily, there are 11 routes.

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE OHIO DEPARTMENT OF TRANSPORTATION 2023 COUNTY HIGHWAY MILEAGE CERTIFICATION

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the signing and submittal of the Ohio Department of Transportation 2023 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.748 miles as of December 31, 2022.

Upon roll call the vote was as follows:

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

February 28, 2024

**IN THE MATTER OF ENTERING INTO THE HEALTHWORKS
SERVICE AGREEMENT FOR BIOMETRIC HEALTH SCREENINGS
FOR BELMONT COUNTY ANTHEM PLAN MEMBERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Healthworks Service Agreement for conducting biometric health screenings for Belmont County Anthem Plan Members at various locations and various dates in March and April, 2024.



SERVICE AGREEMENT

Before we get started you need to:

- Review the HealthWorks Service Agreement (and initial where prompted)
- Sign below to accept this Proposal and the HealthWorks Agreements

1. Event Details:

Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify HealthWorks at least 7 days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the *projected* participation and the *actual* participation)

<u>Event Date</u>	<u>Location</u>	<u>Estimated Participants</u>	<u>Event Time</u>
3/20/24	JFS Room TBA	25	7:30am-11:30am
4/1/24	Divisional Courts - Courtroom	25	8am-12pm
4/2/24	Courthouse Annex III HR Bldg.	25	7:30am-11:30am
4/4/24	BDD Commons Area	25	7:30am-11:30am
4/5/24	Senior Services Room TBA	25	6:30am-10:30am



Description and Terms of Services

2. Services to be rendered:

HealthWorks will provide adequate staff for conducting biometric health screenings and/or health awareness programming as described in the original proposal.

3. Minimum Participation Requirement:

HealthWorks requires a minimum of 25 participants scheduled consecutively or additional fees will apply:

Fees for Events With <25 Participants

# of Participants	Additional Charge
1-9	\$300.00
10-24	\$150.00

- *Note: participants who elect biometrics only (ht., wt., waist, BP) will NOT be applied to the minimum requirement.*

4. Marketing Toolkit:

HealthWorks will provide the following: 1) checklist for rolling out health screening event; 2) excel template for client to populate a list of all benefit-eligible health screen participants (MUST be returned by requested date on checklist); 3) promotional flyer to be circulated by Client to its employees.

5. Scheduling (for biometric screening event):

- **HealthWorks online appointment scheduler:** This is the preferred scheduling method. HealthWorks will create a link on HealthWorks website (www.cincyhealthworks.com) to allow Client's employees to schedule their screening appointments online. Client's employees may also choose to call HealthWorks directly (513-751-1288) to schedule an appointment.

6. Corporate Reporting/Wellness Program Recommendations:

Upon completion of Health Screening event, HealthWorks will (only applicable with groups of 25+) provide a Corporate Health Data Report that includes aggregate biometric values. For additional reporting requests, a \$50/hour fee may apply.

7. Results Delivery:

For a venipuncture screening, results will be available on the HealthWorks Elevate Portal 24-48 hours following the screening. For finger stick screenings, results will be hand delivered to the participant at the event and results will be entered in the HealthWorks portal for online viewing.

8. Offsite Screening (Physician or LabCorp): (NOT Applicable):

Collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$20, Physician \$12). Set up fees may also apply for PCP campaign only clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data.

9. Travel/Expenses (If Applicable):

- HealthWorks will invoice Client for mileage for any job that is ≥ 40 miles from the closest HealthWorks regional office. Rate is based on current IRS allowable rate/staff member.

Staff Travel Fees: (NOT Applicable):

- A half day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 80-100 miles.
- A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles.

Hotel Charges (NOT Applicable):

- Hotels charges will be billed directly to client (Note, this does not include incidentals)
- Pre-event: as required for jobs with travel and a start time before 8:30am
- Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)

Miscellaneous Fees: (NOT Applicable):

- Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- For screening events with start times of 6:00am or earlier – OR – end times after 6:00pm, a \$50 fee will be charged per HealthWorks staff member.
- Weekend Event Charge: an additional \$50 per HealthWorks staff member will be charged for weekend screenings.

10. Cancellation / Date Change Policy:

Client agrees to the following cancellation fees:

- A \$300 cancellation fee will be charged for all screening events cancelled within 7 days of the confirmed date.
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 days of the confirmed date.
- Change of screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event. If HealthWorks needs to send staff from a different region to accommodate new date as the results of the client changing original date, then additional travel fees may apply.

11. Insurance:

HealthWorks has agreements with many insurance carriers and will file claims for Clients' employees if these carriers are the employees' primary (not a secondary) insurance. HealthWorks does not accept Medicare or Medicaid. HealthWorks shall maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.

12. Uninsured / Rejected Claims:

HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan. (Please note: HealthWorks is unable to file Anthem Pathways claims.) Rejected claim or uninsured participant pricing:

- Venipuncture w/AI-C = \$64

13. Payment Terms:

Payment due within 10 business days of receipt of invoice.

14. Privacy:

HealthWorks agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

HIPAA and HITECH

This "Agreement" is made by and between HealthWorks, including its subsidiaries and affiliates, (hereinafter "VENDOR" or "Business Associate") and Client (hereinafter "PLAN SPONSOR"). This Agreement is effective 2/12/24 (insert date unless otherwise indicated in this Agreement).

WHEREAS, VENDOR and PLAN SPONSOR acknowledge that VENDOR is a Business Associate and Trading Partner of PLAN SPONSOR; and

WHEREAS, VENDOR and PLAN SPONSOR desire to ensure that, with respect to the duties and obligations of the parties under the Agreement, the standards of privacy and security for each Individual are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996 (referred to herein as "HIPAA") and all applicable federal and state laws, including, but not limited to, the Health Information Technology for Economic and Clinical Health Act, Title XIII, of the American Recovery and Reinvestment Act of 2009 (the "HITECH" Act); and

WHEREAS, by executing this Agreement, the parties agree to abide by the terms and conditions of the Agreement.

NOW, THEREOFRE, in consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, the parties have executed this Agreement through their duly authorized representatives as of the date noted above.

1. Definitions. All capitalized terms contained in this Agreement shall have the meaning ascribed to them in the Agreement. In the event of any conflict between a definition as contained in the Agreement and a definition contained in 45 CFR Parts 160 and 164, the definition contained in 45 CFR Parts 160 and 164 shall govern.

1.1 Business Associate: "Business Associate" shall have the same meaning as the term "Business Associate" in 45 CFR 160.103 and shall mean VENDOR in this Agreement.

1.2 Covered Entity: "Covered Entity" shall have the same meaning as the term "Covered Entity" in 45 CFR 160.103.

1.3 Designated Record Set: "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

1.4 Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 Trading Partner: "Trading Partner" shall mean an entity that assists the Business Associate in performing: (a) a function or activity involving the use or disclosure of individually identifiable health information, including case management, medical management, quality assurance, subrogation, claim investigation and data analysis; or (b) any other function regulated by the HIPAA and/or HITECH regulations.

1.6 Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.

1.7 Protected Health Information: "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103.

1.8 Required By Law: "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 160.103.

1.9 Secretary: "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.10 Services: "Services" shall mean the services performed by VENDOR as described in the Biometric Screening Agreement entered into between PLAN SPONSOR and HealthWorks.

2. Business Associate Services: Pursuant to the Biometric Screening Agreement entered into between PLAN SPONSOR and HealthWorks, VENDOR provides Services for PLAN SPONSOR that may involve the use and/or disclosure of Protected Health Information.

3. Trading Partner Services: Pursuant to the Biometric Screening Agreement entered into between PLAN SPONSOR and HealthWorks, VENDOR may have contractual arrangements with other entities which provide services to VENDOR in support of the Services that may involve the use and disclosure of Protected Health Information. VENDOR agrees to ensure that any Trading Partner, agent or subcontractor with whom it contracts and provides PHI that is received from or provided on behalf of PLAN SPONSOR shall agree in writing to all applicable terms of this Agreement.

4. Obligations and Activities of VENDOR:

(a) VENDOR shall not use or disclose PHI in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by PLAN SPONSOR.

(b) VENDOR shall not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

(c) VENDOR shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) VENDOR shall mitigate, to the extent practicable, any harmful effect that is known to VENDOR of a use or disclosure of PHI by VENDOR in violation of the requirements of this Agreement.

(e) VENDOR shall report to PLAN SPONSOR any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including accidental disclosures.

(f) VENDOR shall disclose PHI only to those agents or subcontractors that may be assisting VENDOR in carrying out VENDOR's functions under this Business Associate Agreement, unless otherwise expressly approved by PLAN SPONSOR in writing by an authorized officer of PLAN SPONSOR. In the event VENDOR is permitted under this Agreement to disclose PHI to such agents or subcontracts, VENDOR shall require that any agent or subcontractor to whom it provides PHI created or received from or by VENDOR on behalf of PLAN SPONSOR, agrees to the same restrictions and conditions that apply through this Agreement to VENDOR with respect to such information.

(g) VENDOR shall provide access, at the request of PLAN SPONSOR, to PHI in a Designated Record Set during VENDOR's normal business hours to PLAN SPONSOR or, as either PLAN SPONSOR may direct, to an Individual in order to meet the requirements under 45 CFR 164.524. In the event an Individual contacts VENDOR directly about accessing PHI, VENDOR shall notify the PLAN SPONSOR of such request within three (3) business days following such request. If PLAN SPONSOR determines that access to the Individual's PHI can only be accommodated through VENDOR, VENDOR shall accommodate the request in accordance with the instruction provided by PLAN SPONSOR within fifteen (15) business days following VENDOR's receipt of such request. In the event VENDOR is asked to provide copies of an Individual's PHI, VENDOR shall provide such access by mailing a copy of the PHI in a Designated Record Set.

(h) VENDOR agrees to make any amendment(s) to PHI in a Designated Record Set that PLAN SPONSOR directs or agrees to pursuant to 45 CFR 164.526 at the request of PLAN SPONSOR, within fifteen (15) business days following VENDOR's receipt of such request. In the event an Individual contacts VENDOR directly about making amendments to PHI, VENDOR shall not make any amendments to the Individual's PHI but shall forward such request to PLAN SPONSOR within three (3) business days of such request.

(i) VENDOR agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by VENDOR on behalf of PLAN SPONSOR, or at the request of the Secretary or designated by the Secretary, during VENDOR's normal business hours for purposes of the Secretary determining PLAN SPONSOR's compliance with the HIPAA and or HITECH.

(j) VENDOR shall document such disclosures of PHI and information related to such disclosures as would be required for PLAN SPONSOR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. VENDOR shall, at the request of PLAN SPONSOR, provide to PLAN SPONSOR information collected in accordance with this provision of the Agreement, to permit PLAN SPONSOR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(k) VENDOR, including VENDOR'S agents and subcontractors, shall:

i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of PLAN SPONSOR, as required by 45 CFR § 164.314, as amended from time to time; and

ii. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect that information.

5. Breach Notification:

(a) VENDOR agrees to notify PLAN SPONSOR no later than two (2) business days following the discovery of any potentially unauthorized acquisition, access, use or disclosure of Protected Health Information (a "Potential Breach"). Upon notification by

VENDOR, PLAN SPONSOR shall perform a risk assessment to determine whether the Potential Breach constitutes a Breach as defined in 45 C.F.R. 164.402.

(b) VENDOR agrees to cooperate fully with PLAN SPONSOR in any investigation and risk assessment of any Potential Breach.

(c). A Potential Breach is considered discovered as of the first day on which the unauthorized acquisition, access, use or disclosure of the Protected Health Information was known, or by exercising reasonable diligence, would have been known by VENDOR, or the first day VENDOR is notified by any Trading Partner, agent or subcontractor of VENDOR that a Potential Breach occurred.

(d) The notice to PLAN SPONSOR shall include:

i. The identification of each Individual whose Protected Health Information has been, or is reasonably believed by VENDOR to have been, accessed, acquired, or disclosed during the Potential Breach;

ii. A description of the types of Protected Health Information that may have been involved in the Potential Breach (such as whether the Individuals' full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and

iii. A brief description of what happened, including the date of the Potential Breach and the date the Potential Breach was discovered.

(e) VENDOR shall also provide PLAN SPONSOR with the following information in its notification to PLAN SPONSOR, or as it becomes available, but no later than 30 days after the Potential Breach is discovered:

i. Any steps individuals should take to protect themselves from potential harm resulting from the Potential Breach;

ii. A brief description of what VENDOR is doing to investigate the Potential Breach, to mitigate harm to the Individuals, and to protect against any further Potential Breaches; and

iii. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(f) In the event of that a law enforcement official states to VENDOR that notification to PLAN SPONSOR would impede a criminal investigation or cause damage to national security, then VENDOR shall delay the notification to PLAN SPONSOR, but only as specified by the law enforcement official. VENDOR shall provide PLAN SPONSOR with a written statement from the law enforcement official or, if the statement was oral, documentation of the statement made by the law enforcement official, as soon as possible after the statement was made to VENDOR.

(g) In the event that VENDOR fails to notify PLAN SPONSOR as required under this Section 5., VENDOR shall have materially breached this Addendum and shall indemnify and hold PLAN SPONSOR harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against PLAN SPONSOR arising out of VENDOR's failure to timely and adequately notify PLAN SPONSOR of any Potential Breach. This Section shall survive termination of this Addendum.

(h) VENDOR shall educate its employees, directors and officers as necessary and appropriate, regarding compliance with the its internal policies and procedures implemented to meet its duties as a Business Associate under HIPAA and/or HITECH and the importance of immediately reporting to PLAN SPONSOR.

6. Permitted Uses by VENDOR: VENDOR shall use PHI only to the extent necessary to perform the Services, and in a manner that such use would not violate HIPAA and/or HITECH if done by PLAN SPONSOR, provided, however, that:

(a) VENDOR may use PHI in its possession for the proper management and administration of VENDOR's operations or to carry out the legal responsibilities of VENDOR.

(b) VENDOR may disclose PHI in its possession for the proper management and administration of VENDOR, provided that disclosures are required by law (as that term is defined by HIPAA) or addressed in this Agreement.

(c) VENDOR may use PHI to provide Data Aggregation services to PLAN SPONSOR as permitted by 42 CFR 164.504(e)(2)(l)(B).

7. Obligations of PLAN SPONSOR:

(a) PLAN SPONSOR shall allow VENDOR access to PHI of Individuals necessary for VENDOR to perform the Services under the PLAN SPONSOR Biometric Screening Agreement entered into between PLAN SPONSOR and VENDOR.

(b) Upon request, PLAN SPONSOR shall provide VENDOR with the Notice of Privacy Practices that PLAN SPONSOR produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(c) PLAN SPONSOR shall provide VENDOR with any changes in, or revocation of, permission by an Individual to use or disclose such Individual's PHI, if such changes affect VENDOR's permitted or required uses and disclosures.

(d) PLAN SPONSOR shall notify VENDOR of any restriction to the use or disclosure of PHI that PLAN SPONSOR has agreed to in accordance with 45 CFR 164.522.

(e) PLAN SPONSOR shall not request VENDOR to use or disclose PHI in any manner that would not be permissible under HIPAA and/or HITECH if done by PLAN SPONSOR, provided, however, that PLAN SPONSOR may request that VENDOR use or disclose PHI for data aggregation or management and the administrative activities of VENDOR.

8. Return of Protected Health Information: At termination of the CLIENT Biometric Screening Agreement entered into between PLAN SPONSOR and VENDOR, if feasible, VENDOR shall return or destroy all PHI created or received by VENDOR on behalf of CLIENT, including PHI in the possession of subcontractors or agents of VENDOR. VENDOR shall not retain any copies of such information. In the event that VENDOR determines that returning or destroying the PHI is not feasible, VENDOR shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.

9. Termination:

(a) This Agreement shall terminate when the underlying relationship between the parties terminates, unless terminated earlier in accordance with paragraph (b) of this Section 9.

(b) Notwithstanding any other provision of this Agreement, PLAN SPONSOR may immediately terminate this Agreement if VENDOR has materially violated its responsibilities regarding PHI under this Agreement and has failed to provide satisfactory assurances to PLAN SPONSOR within fifteen (15) business days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.

10. Miscellaneous:

(a) This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original.

(b)Section Removed per client request and approved by Denise Flickner, Owner and Founder of HealthWorks.

(c) To the extent that any provision of this Agreement is in conflict with any law, regulation, rule or administrative policy of any government entity, this Agreement will have been deemed to have been amended in order to bring it into conformity with these provisions. In addition, the parties agree to amend this Agreement, as appropriate, to conform with any new or revised law or regulation to which a Covered Entity becomes subject, including, but not limited to, the Standards for Electronic Transactions, 45 CFR Parts 160 and 162 and the Health Insurance Reform: Security Standards 45 CFR Parts 160, 162 and 164.

(d) Except as stated in paragraph (c) of this Section 10, this Agreement may be amended only in a written agreement signed by the duly authorized officers of both parties.

(e) This Agreement will be governed in accordance with the jurisdictional requirements of and be executed, delivered, integrated, construed and enforced in accordance with the laws of the State of Ohio.

(f) This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

(g) The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provisions hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.

(h) All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by either certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the addresses set forth in the Agreement.

(i) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.

(j) The responsibilities of this Agreement shall survive the termination of this Agreement indefinitely.

(k) VENDOR and PLAN SPONSOR each ratifies and confirms the terms and conditions of the Agreement which shall remain in full force and effect unless otherwise terminated or amended at a later date, as specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first referenced above.

Signature

Belmont County

Signature: *[Handwritten signatures]*
Name: JERRY ECHEMANN, SOSH MEYER, J.P. DUTTON
Title: BELMONT COUNTY COMMISSIONERS
Date: 2-28-24
APPROVED AS TO FORM: *[Signature]*
PROSECUTING ATTORNEY: *[Signature]*

HealthWorks

Signature: *[Handwritten signature: Denise Flickner]*
Name: Denise Flickner
Title: Founder & CEO
Date: 02/12/2024

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDED BELMONT COUNTY E-911 WITH CENTRALIZED DISPATCH FINAL PLAN

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the amended Belmont County E-911 with Centralized Dispatch Final Plan as approved by the 911 Program Review Committee on February 26, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann said the Commissioners are the Review Committee. The upgrades are needed to comply with new rules to help move towards Next Generation 911 services in the state of Ohio. Next Gen 911 will move the old analog 911 circuits to a more modern digital, IP based infrastructure. In the near future, this will allow for the addition of such things as improved 911 caller location, text and video to 911, map-based dispatching and data sharing with first responders. This is all setting the groundwork to provide the citizens with a more advanced system of contacting emergency services.

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND BELMONT COUNTY COMMON PLEAS COURT-MAGISTRATE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2024 through December 31, 2024 in the maximum amount of \$287,597.60.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/1/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Journal Entry.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative <i>J. A. G.</i>	Initials of Authorized Court Representative <i>J. A. V.</i>
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$151.37 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$287,597.60
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
 - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$97,783.18	Local Sources
FFP Reimbursement	\$189,814.42	
Total IV-D Contract Cost	\$287,597.60	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 am and 4:00 pm on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independency Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 Day), Christmas Day and any other day when County Offices are closed by the County Commissioners or the Court of Common Pleas .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Jeffery L. Felton</i>	Printed Name of CSEA's Representative Jeffery L. Felton
Date of Signature 2/12/2024	

Signature of Contractor's Representative <i>John A. Vavra</i>	Printed Name of Contractor's Representative John A. Vavra
Date of Signature February 16, 2024	Printed Street Address of Contractor 101 W. Main Street
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor St. Clairsville, Ohio 43950

Signature of County Commissioner or Representative <i>Jerry Coleman</i>	Date of Signature 2-28-24
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 2/28/24
Signature of Prosecutor, if required by County Commissioners <i>Halting Assistant Prosecuting Attorney</i>	Date of Signature 2-29-24

Upon roll call the vote was as follows:

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

RECESS

Discussion-Magistrate's IV-D contract-Jeff Felton, Belmont County Department of Job and Family Services Director, said with this contract they are able to leverage some federal money to offset costs. This is for the Magistrate's work on child support cases. He said the total amount of anticipated expenditures is a little over \$280,000.00, if that much is spent we're getting back \$189,000.00 from the federal government. Mr. Dutton said during Mr. Felton's tenure a lot of funding was captured due to his expertise.

Jeff Felton, Belmont County Department of Job and Family Services Director

Re: PACT, Practice in Action Together

Mr. Felton, explained the new Practice Model for Children Services that will be implemented in an effort to created consistency. The eight counties participating are Ashtabula, Athens, Belmont, Champaign, Fairfield, Morgan, Perry and Trumbull. The new model focuses on building relationships between clients and staff. Mr. Felton said, "It really is a relationship driven model. It's the way we should practice mutual respect, mutual decision making. It's really a collaborative effort between ourselves and the families that we serve because, ultimately, parents want their kids to do well. They want them to do well in school. They want them to be safe. They may be struggling with addiction, their own history of trauma. These barriers get in the way, and the more we act in an authoritative manner, the more we're pushing these things away rather than acting in a much more collaborative effort with our families. So the basics behind this model is to really work collaboratively with mutual respect, dignity, honesty and openness."

RECESS

10:00 Subdivision Hearing- Dedication Plat for Freedom Way (Public)

Present: County Engineer Terry Lively, Andy Hadzima and Joshua Crowley, Engineer's Department. Mr. Hadzima said this is a private drive going to a public drive. 850 feet is being dedicated for public use. The improvements needed to bring the road up to code were done last year.

IN THE MATTER OF FINAL PLAT APPROVAL
DEDICATION FOR FREEDOM WAY (PUBLIC)
UNION TOWNSHIP, SEC. 13, T-8, R-5

"FINAL PLAT APPROVAL"
O.R.C. 711.05

Motion made by Mr. Echemann to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat Dedication for Freedom Way (Public) Union Township, Sec. 13, T-8, R-5, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Meyer seconded the motion and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of February 28, 2024, as recorded in Volume 108 of the County Commissioners' Journal.

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

cc: Engineer
Township F.O.
Health Dept.

RECESS

10:15 Bid Opening-Engineer's Project 24-5 BEL-CR-VAR CULVERT REPLACEMENT

IN THE MATTER OF BID OPENING FOR ENGINEER'S
BEL-CR-VAR CULVERT REPLACEMENT

This being the day and 10:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project BEL-CR-VAR CULVERT REPLACEMENT; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
OH-WV Excavating P.O. Box 128 Powhatan Point, OH 43942	X	\$551,265.50
NLS Paving 67925 Bayberry Drive St. Clairsville, OH, 43950	X	\$424,450.00

Engineers Estimate: \$375,000.00

Present: Belmont County Engineer Terry Lively and Assistant Engineer Dan Boltz

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer's **Project 24-5 BEL-CR-VAR Culvert Replacement** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

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

Motion made by Mr. Echemann, 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. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:51 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion for consideration.

IN THE MATTER OF APPROVING A ONE-TIME PAYOUT TO
KATIE BAYNESS, HR ADMINISTRATOR

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a one-time payout of \$2,000.00 to Katie Bayness, HR Administrator, in compliance with Paid Parental Leave Policy # 6.13.

February 28, 2024

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant permission for the following county employees to travel as follows:
COURT OF COMMON PLEAS-PROBATE & JUVENILE DIVISION-Staff to Akron, OH, on March 1, 2024 to take a vehicle to Akron Montrose for repair and pick-up on March 4, 2024.

Upon roll call the vote was as follows:

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

Public View-Road Improvement 1194

Re: Dedication of Country Lake Drive, Richland Township

Postponed till Monday, March 18, 2024 at 12:00 due to weather conditions.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:53 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:53 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of March, 2024.

J. P. Dutton /s/_____

Josh Meyer /s/_____ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

We, Josh Meyer and Bonnie Zuzak, Vice-President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Josh Meyer /s/_____ VICE-PRESIDENT

Bonnie Zuzak /s/_____ CLERK