

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, 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 Mrs. Favede, seconded by Mr. Coffland 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 \$1,245,220.83

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H16.000 DOL Coal Grant	E-2600-H005-H04.000 Dislocated Worker	\$200,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3702-P005-P25.000 Purchased Water	\$120,000.00
E-3702-P005-P31.000 Other Expenses	E-3702-P005-P19.012 Equipment	\$50,000.00
E-3704-P051-P15.000 Other Expenses	E-3704-P051-P03.012 Equipment	\$8,000.00
E-3704-P051-P15.000 Other Expenses	E-3704-P051-P06.000 Contract Repairs	\$1,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P03.012 Equipment	\$15,000.00
E-3705-P053-P15.000 Other Expenses	E-3705-P053-P06.000 Contract Repairs	\$1,000.00
E-3706-P055-P01.002 Salaries	E-3706-P055-P03.012 Equipment	\$2,000.00
E-3706-P055-P15.000 Other Expenses	E-3706-P055-P06.000 Contract Repairs	\$1,000.00
E-3707-P056-P15.000 Other Expenses	E-3707-P056-P03.012 Equipment	\$2,000.00
E-3707-P056-P15.000 Other Expenses	E-3707-P056-P06.000 Contract Repairs	\$1,000.00
E-3707-P056-P15.000 Other Expenses	E-3707-P056-P18.000 Yorkville Renovation	\$1,500.00

BELMONT COUNTY MUNICIPAL COURTS FUND/VARIOUS

FROM	TO	AMOUNT
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S10.002 Salaries	\$1920.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S13.005 Medicare	\$27.84
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S05.005 Medicare	\$494.78
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$195.90
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization	\$65.30
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S05.005 Medicare	\$600.00
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$261.20
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S05.005 Medicare	\$900.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER BETWEEN FUND/COMMON PLEAS COURT-SPECIAL PROJECTS & MEDIATION SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between fund for the Common Pleas Court Special Projects and Mediation Services Funds:

FROM	TO	AMOUNT
E-1572-S089-S01.000 Other Expenses	R-1544-S054-S05.574 Transfers-In	\$34,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 4, 2016****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$63,407.00
<i>HE Neumann-\$13,454.00 for Heat Pumps for Judge Vavra's courtroom</i>		
<i>Panhandle Cleaning & Restoration-\$49,953.00 to clean the courthouse attic</i>		

****JANUARY 20, 2016****

GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$5,534.98
E-0131-A006-A04.002	Salaries-Road Deputies	\$5,646.92

OAKVIEW JUVENILE REHABILITATION FUND/VARIOUS

E-8010-S030-S40.000	Grant Holding Account	\$26,632.01
E-8010-S030-S51.002	Salaries	\$150,000.00
E-8010-S030-S53.000	Medical	\$4,000.00
E-8010-S030-S58.000	Communications	\$1,600.00
E-8010-S030-S59.000	Fuel/Utilities	\$20,000.00

E-8010-S030-S60.000	Maintenance & Repair	\$5,000.00
E-8010-S030-S66.003	PERS	\$20,000.00
E-8010-S030-S67.004	Workers Comp	\$8,000.00
E-8010-S030-S68.006	Hospitalization	\$35,000.00
E-8010-S030-S70.005	Medicare	\$4,000.00
E-8011-S031-S02.000	Food (NSLA)	\$75.00
E-8012-S032-S00.000	Activity Expenses	\$106.90
<u>S17 CHILDREN SERVICES FUND/BCDJFS</u>		
E-2765-S017-S31.000	Other Expenses	\$66,735.33
<u>S54 COMMON PLEAS/GENERAL SPECIAL/MEDIATION SERVICES FUND</u>		
E-1544-S054-S01.002	Salaries	\$30,000.00
E-1544-S054-S02.003	PERS	\$ 3,400.00
E-1544-S054-S03.004	Workers' Comp.	\$ 600.00
<u>S69 MR/DD MEDICAID RESERVE FUND</u>		
E-2413-S069-S01.011	Contract Services	\$107,632.95
<u>S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND</u>		
E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00
<u>W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND</u>		
E-1511-W080-P01.002	Salaries	\$1,505.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other Expenses	\$132.00
<u>BELOMAR REGIONAL COUNCIL/VARIOUS FUNDS</u>		
E-9702-T011-T02.000	HOME Grant Expenses	\$11,176.00
E-1765-P065-P10.000	LMI-HTF Grant Expenses	\$ 9,010.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER POS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 20, 2016:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Commissioners

E-0257-A017-A00.000	Contingencies	\$26,266.94
---------------------	---------------	-------------

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

BELOMAR REGIONAL COUNCIL DEPOSITS-\$9,010.00 – deposited into R-1765-P065-P01.501 on 01/15/16
\$11,176.00 – deposited into R-9702-T011-T02.501 in 01/15/16

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated January 20, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
AUDITORS-Doug DeVault and Anthony Rocchio to Reynoldsburg, OH, on January 22, 2016, for a meeting on /with Weights and Measures Testing. A county vehicle will be used for travel.
DJFS-Linda Kinter to Marysville, OH, on January 26, 2016, for an Ohio Benefits Monthly meeting. Estimated expenses: \$173.89.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 13, 2016 and the emergency meeting of January 15, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

January 20, 2016

Mr. Thomas Yes

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE COUNTY COMMISSIONER CERTIFICATION FOR THE STATE FY 2016 LEPC GRANT APPLICATION ON BEHALF OF BELMONT COUNTY LEPC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the County Commissioner Certification for the State Fiscal Year 2016 Grant Application on behalf of the Belmont County Local Emergency Planning Committee.

I, THE UNDERSIGNED, REPRESENT TO THE SERC THAT ALL THE INFORMATION IS TRUE AND ACCURATE. I FURTHER REPRESENT THAT THE MONEY RECEIVED UNDER THIS GRANT PROGRAM WILL BE USED FOR THE ADMINISTRATION, DEVELOPMENT AND IMPLEMENTATION OF THE STATE SARA TITLE III PROGRAM WITHIN THE GUIDELINES MANDATED BY THE LAW AS PROVIDED IN CHAPTER 3750 OF THE REVISED CODE, FOR THE BELMONT COUNTY L.E.P.C.

Mark A. Thomas

Ginny Favede

Matt Coffland

(Print or Type) COUNTY COMMISSIONERS' NAMES

Ginny Favede /s/

Matt Coffland /s

Mark A. Thomas /s/ COUNTY COMMISSIONERS' SIGNATURES

1/20/16

Date

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE ADMENDMENT TO THE OHIO DEPT. OF YOUTH SERVICES GRANT FOR FY2016/JUVENILE COURT

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Ginny Favede to sign the amendment to the Ohio Department of Youth Services Grant for FY2016 dated 1/14/16, on behalf of Belmont County Juvenile Court, in the revised amount of \$ 199,623.36.

Note: Additional money for training was provided to the Court and an amendment was required for the budget.

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Thomas Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING AND AUTHORIZING FACILITIES MANAGER JACK REGIS TO SIGN THE TEMPORARY ROLL-OFF AGREEMENT WITH KIMBLE COMPANIES FOR REMOVAL OF WASTE MATERIAL/COURTHOUSE ATTIC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Facilities Manager Jack Regis to sign the Temporary Roll-Off Agreement, Account Number 320977, dated 1/12/16 with Kimble Companies for the removal of waste material from the courthouse attic.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING TAX RECEIPTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$8,000.00 from the lodging tax receipts for the Belmont County Military Veterans Museum for furnace replacement and air conditioning.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ENTERING INTO CONTRACTS FOR HOMEMAKER AND PERSONAL CARE SERVICES/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with the following providers, on behalf of Senior Services of Belmont County, for homemaker services effective March 1, 2016 through February 28, 2017 (with option to renew), based upon the recommendation of Gary Armitage, Executive Director:

PROVIDER	HOURLY RATE
Advanced Home Health, Inc.	\$17.50 per hour
Just Right Home Care, Inc.	\$17.00 per hour

****NOTE: The following contract was signed with each of the above providers for the above stated hourly rates:***

**BELMONT COUNTY COMMISSIONERS
d/b/a SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2016 – February 28, 2017 (with Option to renew)**

This contract ("Contract") is entered into as of the 1st day of **March, 2016**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Advanced Home Health, Inc. and Just Right Homecare, Inc.** ("Contractors"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC's homemaker and personal care services program ("Clients") during the period beginning March 1, 2016 through February 28, 2017, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street

Contractor: St Clairsville, Ohio 43950
Advanced Home Health, Inc.
280 East Main St.
St. Clairsville, OH 43950

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

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2016, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2017, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2017. The renewal or extension may not extend beyond February 28, 2018.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

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

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples of components of personal care service are:

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

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

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

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.

3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.

4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.

6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.

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

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.

2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.

3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

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

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

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

the use of the Belmont County levy funds; and/or

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

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor. The following cost schedule is based upon performing the services herein described.

Purchaser will pay seventeen dollars (\$17.00) per each one hour of service to a client.

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

8. DUPLICATE BILLING

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

9. AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

10. INTELLECTUAL PROPERTIES

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

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

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

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

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

14. AVAILABILITY AND RETENTION OF RECORDS

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

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this Contract and does not violate this Contract. Contractor warrants that at the time of executing this Contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBoc or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

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

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

17. COMPLIANCE

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

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

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

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

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

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

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

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

18. RELATIONSHIP

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

19. ASSIGNMENTS

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

20. SUBCONTRACTS

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

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous agreement would be governed by agreement contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2016 are governed by this Contract.

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

22. TERMINATION

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

23. BREACH OF CONTRACT

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

24. WAIVER

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

25. INDEMNIFICATION

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

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

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

28. NON-DISCRIMINATION

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

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

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

29. CHILD SUPPORT ENFORCEMENT

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

Revised Code.

30 PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

31. DRUG-FREE WORKPLACE

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

32. COPELAND "ANTI-KICKBACK" ACT

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

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

35. PUBLIC RECORDS

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

36. CLEAN AIR ACT

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

37. ENERGY EFFICIENCY

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

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

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

Signature page next follows.

SIGNATURES:

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

Ginny Favede /s/ 01/20/16

Ginny Favede, President, **Date**

Belmont County Commissioners

Matt Coffland /s/ 01/20/16

Matt Coffland, **Date**

Belmont County Commissioner

Mark A. Thomas /s/ 01/20/16

Mark A Thomas, **Date**

Belmont County Commissioner

Gary B. Armitage /s/ 01/20/16

Gary B. Armitage, Executive Director **Date**

Senior Services of Belmont County

FOR ADVANCED HOME HEALTH, INC.

Sheila Smith /s/ 01/15/16

Sheila Smith **Date**

JUST RIGHT HOMECARE, INC.

Janiee Ress /s/ Pres 01/15/16

Janiee Ress **Date**

APPROVED AS TO FORM

David K. Liberati /s/ 01-19-16

David K. Liberati **Date**

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO A RENEWAL AGREEMENT WITH SIMPLEXGRINNELL, LP FOR FIRE ALARM PARTS & LABOR CONTRACT WITH ANNUAL INSPECTION/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal agreement with SimplexGrinnell, LP for **Fire Alarm Parts and Labor Contract with Annual Inspection** for the Belmont County Jail in the amount of \$7,778.00, effective February 1, 2016 to January 31, 2017.

Upon roll call the vote was as follows

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST #1 FOR COLAIANNI CONSTRUCTION, INC./FLUSHING SENIOR CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 1 from Colaianni Construction, Inc., in the amount of \$53,190.00 for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING THE REVISED
BELMONT COUNTY BURIAL ASSISTANCE PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland, to approve the revised **Belmont County Burial Assistance Program** policy effective February 1, 2016.

WHEREAS, ORC 9.15, formerly ORC 5101.521, regarding the disposition and burial of unclaimed dead bodies, was re-codified by 2007 H.B. 119, effective September 29, 2007, and subsequently amended by H.B. 59, §101.01, effective September 29, 2013, and;

WHEREAS, the burial or cremation of unclaimed dead bodies, including responsibility for the payment of the burial or cremation expenses by the appropriate political subdivision, is now governed by ORC 9.15, which provides as follows:

When the body of a dead person is found in a township or municipal corporation, and such person was not an inmate of a correctional, benevolent, or charitable institution of this state, and the body is not claimed by any person for private interment or cremation at the person's own expense, or delivered for the purpose of medical or surgical study or dissection in accordance with section 1713.34 of the Revised Code, it shall be disposed of as follows:

- (A) If the person was a legal resident of the county, the proper officers of the township or municipal corporation in which the person's body was found shall cause it to be buried or cremated at the expense of the township or municipal corporation in which the person had a legal residence at the time of death.
- (B) If the person had a legal residence in any other county of the state at the time of death, the superintendent of the county home of the county in which such body was found shall cause it to be buried or cremated at the expense of the township or municipal corporation in which the person had a legal residence at the time of death.
- (C) If the person was an inmate of a correctional institution of the county or a patient or resident of a benevolent institution of the county, the person had no legal residence in the state, or the person's legal residence is unknown, the superintendent (of the county home of the county in which such body was found) shall cause the person to be buried or cremated at the expense of the county.

Such officials shall provide, at the grave of the person or, if the person's cremated remains are buried, at the grave of the person's remains, a stone or concrete marker on which the person's name and age, if known, and date of death shall be inscribed.

A political subdivision is not relieved of its duty to bury or cremate a person at its expense under this section when the body is claimed by an indigent person.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Open Public Forum-Richard Hord inquired what the status was for housing prisoners outside of the county. Mr. Thomas answered that housing of prisoners, as it relates to the budget, is always a concern. The courts and the sheriff are working together to resolve the issue. Sheriff Lucas advised the Commissioners the census of the jail is below capacity at the present time. Mr. Thomas said this issue is between the courts and the Sheriff. They have to balance public safety issues versus the budget. There are alternate ways of sentencing. Judge Fregiato, who is the administrative judge for the courts, is working on it with the other judges.

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:16 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Prosecutor Dan Fry, Asst. Prosecutor Dave Liberati and Animal Shelter Director Angela Hatfield pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:59 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 9:59 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

January 20, 2016

January 20, 2016

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:00 a.m.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Read, approved and signed this 27th day of January, 2016.

Ginny Favede /s/_____

Matt Coffland /s/_____ COUNTY COMMISSIONERS

Mark A. Thomas /s/_____

We, Ginny Favede and Jayne Long, 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.

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK