

St. Clairsville, Ohio

June 27, 2018

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer 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.

Commissioner Dutton welcomed the CCAP Program students and staff Noah Atkinson, Francine Davenport and Jonell Tolzda who came to observe the meeting.

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

Motion made by Mr. Dutton, 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 \$583,009.16

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

P05 WWS #3 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P45.000 Utilities	E-3702-P005-P18.010 Supplies	\$10,000.00

P53 SSD #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P25.000 Utilities	E-3705-P053-P07.011 Services	\$10,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER AND SEWER GUARANTEE DEPOSIT AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$3,112.72
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,324.76

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated ___ June 27, 2018, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:

DJFS-Karie Hunkler, Erin Greenwood, Dave McFarlan to Columbus, OH, on July 16-18, 2018 to attend the Child Support Training/Review & Adjustment. Estimated expenses: \$1,678.20. Karie Hunkler to Columbus, OH, on July 23-24, 2018, to attend the Child Support Training/Review & Adjustment. Estimated expenses: \$388.70. Karie Hunkler, Erin Greenwood and Cindy Berry to Columbus, OH, on August 20-22, 2018, to attend the Child Support Training/Review & Adjustment. Estimated expenses: \$1,678.20. David Badia, Erin Greenwood, Cindy Berry and Davis McFarlan to Columbus, OH, on August 26-28, 2018, to attend the Partners Summit. Estimated expenses: \$2,091.60. John Regis to Columbus, OH, on October 17-19, 2018, to attend the Fiscal Certification Program. Estimated expenses: \$568.80. John Regis and Christine Parker to Athens, OH, on July 2, 2018, to attend the Children Services EDMS meeting. A county vehicle will be used for travel. Estimated expenses: \$30.00.

SSD-Ronald Hess to Gnadenhutten, OH, on July 3, 2018, to take his CDL driving test.

SENIORS-Donna Steadman to Moundsville, WV, on July 3, 10, 17, 24 & 31, 2018 for a senior outing to the Four Seasons Pool. Tish Kinney to Wheeling, WV, on July 10, 2018, for a senior outing to the Fish Market. Daisy Braun to Triadelphia, WV, on July 2, 2018, for a senior outing to The Highlands and Olive Garden. County vehicles will be used for travel.

VETERANS-Lucinda Maupin and Kari Dillon to Columbus, OH, on July 19-20, 2018, to attend the Ohio State Association of County Veterans Service Officers national training. John Zingo, John Purtiman, Robert Wallace, Virgil West and Tom Young to attend the Summer Convention.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 20, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
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Mr. Meyer Yes
Mr. Thomas Yes

Commissioner Dutton made the following announcement:

The board's next regular meeting will be at 9:00 a.m. on Tuesday, July 3, 2018, instead of Wednesday, July 4, 2018, due to the 4th of July holiday.

IN THE MATTER OF APPROVING THE SETTLEMENT AND RELEASE AGREEMENT/MARYELLEN DEVAUL

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Settlement and Release Agreement prepared and recommended by our outside counsel which has been signed by Ms. Maryellen DeVaul.

From: Jinx Beachler Fax: (800) 542-3188 To: Fax: (740) 555-1423 Page 1 of 5 06/19/2018 4:18 PM

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement"), effective on the last date signed below, is entered into between the BELMONT COUNTY BOARD OF COMMISSIONERS, on behalf of itself, its employees and agents (in their official capacities), their predecessors and successors, and each of them jointly and severally (hereinafter "the County"), and MARYELLEN DEVAUL, on behalf of herself and her heirs, executors, guardians, administrators, successors and assigns, and each of them jointly and severally (herein singularly and collectively "Ms. DeVaul"), who agree to be bound by all the terms and conditions hereof. The County and Ms. DeVaul shall be collectively referred to as "the Parties."

WHEREAS, Ms. DeVaul was an employee of the County who was removed from her employment on or about December 16, 2016;

WHEREAS, Ms. DeVaul appealed that removal to the State Personnel Board of Review, which issued an order in Case No. 2016-REM-12-0227 on November 1, 2017 which modified her removal to a suspension without pay and which reinstated her to her employment;

WHEREAS, the County appealed the State Personnel Board of Review's November 1, 2017, order in Case No. 2016-REM-12-0227 to the Belmont County Court of Common Pleas in Case No. 17-CV-386;

WHEREAS, the County reinstated Ms. DeVaul to her prior position on April 26, 2018, and immediately placed her on administrative leave with pay,

WHEREAS, the Parties desire to fully and completely resolve, settle, and dispose of any and all disputes or claims of whatever kind or nature that Ms. DeVaul ever had, or may now have, against the County, whether known or unknown, with respect to any and all matters between the Parties.

NOW THEREFORE, the Parties hereto acknowledge and voluntarily agree as follows:

1. The County agrees to file a Notice of Voluntary Dismissal with Prejudice, with the County to bear the court costs (if any) in Case No. 17-CV-386 and/or to take whatever action is necessary to perfect a withdrawal of its appeal in Case No. 17-CV-386.

2. The County agrees to reinstate Ms. DeVaul to her prior position retroactive to November 2, 2017, with back pay and benefits for a forty hour work week, including vacation leave and sick leave accrual as well as employer and employee contributions to the Ohio Public Employee Retirement System ("OPERS"), plus an additional twenty-four hours of holiday pay. Payment for the back pay as well as payment for the twenty-four hours of holiday pay shall have all applicable withholdings made (Ms. DeVaul shall be issued an IRS Form W-2) and payment shall be made within thirty days after this Agreement becomes fully effective and irrevocable, and if so paid, no claim for interest shall be made. If payment for back pay and/or payment for the holiday pay is not made within that timeframe, the statutory amount of interest on the amount not so paid shall be made by the County. The benefits for the period of November 2, 2017 to April 25, 2018 shall include coverage for dental insurance and vision insurance retroactive to November 2, 2017, which the County will take its best efforts to obtain for Ms. DeVaul. To the extent that the County may be unsuccessful, despite its best efforts, to obtain such retroactive

dental and vision insurance coverage for Ms. DeVaul, the County will cause Ms. DeVaul to be reimbursed for the cost of such coverage in the amount of sixty-five dollars and thirty cents (\$65.30) for each month for which coverage is not retroactively obtained.

3. The County and Ms. DeVaul agree that she will remain on administrative leave with pay through July 6, 2018, and that she will receive an additional eight hours of holiday pay for working Memorial Day. With regard to Independence Day, Ms. DeVaul shall receive no holiday pay.

4. The County will provide payment to Ms. DeVaul pursuant to the County's existing policy for her "health care waiver" for the period of November 2, 2017 through July 6, 2018, provided Ms. DeVaul waives her opportunity to receive health care insurance during that period.

5. Ms. DeVaul agrees to submit a voluntary and irrevocable resignation which is effective July 6, 2018, and which the Parties agree is accepted by the County immediately upon its tender.

6. Following her retirement from active service with OPERS, the County will cause Ms. DeVaul to be paid out her accrued but unused sick leave pursuant to R.C. § 124.39(B), which the Parties reasonably estimate to be in the gross amount of five hundred thirty-two dollars and seventy-seven cents (\$532.77).

7. Following the effective date of her resignation, the County will cause Ms. DeVaul to be paid out her accrued but unused vacation leave pursuant to R.C. § 325.19(F) as well as County policy, which the Parties reasonably estimate to be in the gross amount of seven thousand four hundred and nine dollars and seventeen cents (\$7,409.17).

8. Following the effective date of her resignation, the County will remove from Ms. DeVaul's personnel file and place in a separate file labeled as a "litigation file" all records concerning Ms. DeVaul's prior discipline as well as her prior removal. These records will be maintained pursuant to the County's records retention policy as well as all applicable law. Ms. DeVaul understands and agrees that if County receives a public records request to which these records contained within the "litigation file" are responsive, the County is obligated to respond in conformance with its obligations under R.C. § 149.43.

9. In consideration of the mutual agreements and covenants set forth herein, the sufficiency of which is hereby acknowledged, Ms. DeVaul agrees to completely and irrevocably discharge and release the County from any and all claims, demands, causes of action and/or liability whatsoever involving any matter arising out of or in any way related, directly or indirectly, to her employment with the County, her compensation, or with respect to any other transaction, event or occurrence pre-dating the date of this Agreement, whether now known or unknown, including, but not limited to, a hearing or other claim of due process, any claim of breach of contract, wrongful discharge, intentional infliction of emotional distress, retaliation and/or employment discrimination, whether in tort or in contract, and any employment intentional tort or violations of specific safety requirements or any other claim under present or future federal, state or local statute or law, including, but not limited to, the Constitution of the United States of America; the Constitution of the State of Ohio; the Ohio Civil Rights Act, R.C. Chapter 4112; R.C. Chapters 4121 and 4123, R.C. Chapter 124; Title VII of the Civil Rights Act

of 1964, 42 U.S.C. § 2000e, *et seq.*; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, P.L. 102-166; the 1967 Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*; the Older Worker Benefit Protection Act, 29 U.S.C. § 621, *et seq.*; the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 553, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; and the Consolidated Omnibus Budget Reconciliation Act of 1986, 29 U.S.C. § 1161, *et seq.*

The Parties expressly acknowledge this Agreement does not include or encompass claims which have been, could be, or may be asserted under workers' compensation laws. However, as of the date of execution of this Agreement, Ms. DeVaul is not aware of any accidental occupational injury sustained in the course and scope of her respective work for the County.

10. Ms. DeVaul promises that she has filed no lawsuit, and has filed no charge, claim or complaint with any governmental agency or in any court, against the County. However, the Parties agree that Ms. DeVaul is not waiving any claim for which the County is prohibited by law from asking her to waive, which includes but may not be limited to any claim that Ms. DeVaul may file with the United States Equal Employment Opportunity Commission and/or the Ohio Civil Rights Commission. Paragraph 9 of this Agreement shall not be construed to limit either Ms. DeVaul or the County from filing a lawsuit for the sole purpose of enforcing their respective rights under this Agreement. Ms. DeVaul further agrees that she has no claims for uncompensated minimum wage and/or uncompensated overtime under either the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.*, or Ohio law.

11. Ms. DeVaul is hereby notified and acknowledges that under the Age Discrimination in Employment Act and the Older Workers Benefits Protection Act, she has the following rights: (a) to have at least 21 days to review and consider this Agreement; (b) to consult with an attorney regarding this Agreement; (c) to revoke this Agreement within 7 days following her execution hereof by having her counsel give written notice thereof to the counsel for the County, Jeffrey A. Stankunas, via email at jstankunas@isaacwiles.com, and in the event of such revocation, this Agreement shall become null and void, and no Party hereto shall have any rights or obligations under this Agreement. Ms. DeVaul further acknowledges that she is not waiving any rights she has against the County that may arise from future occurrences and that this Agreement is entered into knowingly and voluntarily by her.

12. Ms. DeVaul agrees her covenants and promises made in this Agreement are in consideration of the payments and other promises made hereunder by the County.

13. By entering into this Agreement, the County does not admit to the breach of any contractual or other promises to Ms. DeVaul, and does not admit to the violation of any federal, state, local, or other statute or law, including, but not limited to, those laws referred to in this Agreement, and any claimed breaches or violations are hereby specifically denied.

14. The Parties agree this Agreement shall be construed in accordance with the laws of the State of Ohio, and any action brought by any party hereunder may be instituted and maintained only in the appropriate court having jurisdiction over Belmont County, Ohio.

15. Ms. DeVaul acknowledges to the extent she incurs any tax liability as a result of the amounts paid to her hereunder, such liability is her sole responsibility; she will save the County harmless therefrom; and she shall pay taxes, interest, or penalties due and payable.

16. In the event any provision of this Agreement is found by any court or governmental agency to be unlawful or unenforceable, the Parties agree to continue complying with the remaining provisions of this Agreement.

17. The Parties agree the foregoing constitutes the entire agreement among them, and there exists no other agreements, oral or written, express or implied, relating to any matters covered by this Agreement, or any other agreement in effect and relating to any other matter whatsoever, whether within the knowledge or contemplation of the Parties at the time of execution of this Agreement. To the extent there are any other agreements between the Parties, they are hereby mutually declared null and void. This Agreement may only be changed in writing signed by the Parties hereto.

WHEREFORE, the Parties have read the foregoing, understand the same, and agree to all provisions contained herein.

MARYELLEN DEVAUL

Maryellen DeVaul

Date: June 21, 2018

BELMONT COUNTY BOARD OF COMMISSIONERS

X *[Signature]*
X *[Signature]*
X *[Signature]*
By: J.P. DUTTON MARK E. THOMAS
JOSH MEYER

Date: 6-27-18

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Meyer Yes
Mr. Thomas Yes

Mr. Dutton explained, "Ms. DeVaul's employment as a nurse at the jail was terminated after it was determined she had broken a number of work rules. While the State Personnel Board of Review in Columbus reviewed the matter and confirmed that she had broken these rules, they changed her termination to a suspension and ordered the Board of Commissioners to return her to her position as a nurse at the jail. We (commissioners) felt that returning Ms. DeVaul to that position would risk the best interest of those who are served by the nurses and this settlement insures Ms. DeVaul will leave her employment for good effective July 6, 2018."

OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES AND COMMUNITY ACTION COMMISSION OF BELMONT COUNTY FOR WORK EXPERIENCE; LEADERSHIP DEVELOPMENT OPPORTUNITIES AND FINANCIAL LITERACY FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH/2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, in the maximum amount of \$320,000.00 for the Work Experience; Leadership Development Opportunities and Financial Literacy for In-School Youth and Out-of-School Youth for Program Year 2018.

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

Whereas, this contract, entered into on the **27th** day of **June, 2018**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities and Financial Literacy for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2018 (July 1, 2018-June 30, 2019). These services are three (3) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services

68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

Contractor: The Community Action Commission of Belmont County

153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

III CONTRACT PERIOD

This contract and its terms for Program Year 2018 will become effective on July 1, 2018. The termination date of this contract is June 30, 2019. This contract may be renewed on a year-by-year basis for up to three (3) additional WIOA Program Years and up to three (3) additional TANF funding years based on contractual and performance review as determined by the Workforce Development Board 16 for the WIOA funding and the Purchaser for the TANF funding.

IV DEFINITIONS

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

Allowable Costs

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

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless

Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;

- Pregnant or parenting;
- An individual with a disability; or
- An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Financial Literacy

Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.

8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; and Financial Literacy for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Financial Literacy:** Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **Fifty-one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
6. **The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
8. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$320,000.00. This is further restricted as follows:

\$200,000.00 is CCMEP TANF Funds (CFDA #93.558)

\$20,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$100,000.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

Not less than 75% of this contract (\$75,000.00) must be spent on Out-of-School Youth. Not less than 20% of the Belmont County PY17 WIOA Youth Allocation must be spent on Work Experience which includes participant wages and staffing costs for the development and management of Work Experience and may be in-school or out-of-school.

The Purchaser will notify the Contractor, in writing, of the 20% amount when the PY17 allocations are released to the Purchaser.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

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

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$10,368.00
Operating Staff Wages and Fringes	\$86,112.00
Participant Wages and Fringes	\$189,568.00
Operating Expenses	\$29,792.00
Administrative Expenses	\$4,160.00
TOTAL COST:	\$320,000.00
MAXIMUM WIOA AUTHORIZED REIMBURSEMENT AMOUNT:	\$320,000.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be 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.

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

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

The 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 the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the 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 Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The 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 the Contractor's employees.

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

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The 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 the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the 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. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all

losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors. The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

The Contractor certifies that 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 Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

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

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The 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, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The 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 Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

<u>Vince Gianangeli /s/</u>	<u>6-21-18</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)695-1075	
<u>J. P. Dutton /s/</u>	<u>6-27-18</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6-27-18</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-27-18</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Gary Obloy /s/</u>	<u>6/21/18</u>
Gary Obloy, Director	Date

Community Action Commission of Belmont County
153 1/2 West Main Street
St. Clairsville, OH 43950
(740)695-0293

Approved as to form:

David K. Liberati /s/

6-22-18

Belmont County Prosecutor

Date

Assist P.A.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF SIGNING THE GRANT AGREEMENT
FOR COMMUNITY CORRECTIONS FACILITIES WITH ODYS /OAKVIEW**

Motion made by Mr. Meyer, seconded by Mr. Thomas to authorize Commission President J. P. Dutton to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,335,674.00 for the period beginning July 1, 2018 to June 30, 2019.

**Ohio Department of Youth Services
GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$1,335,674.00 for the period beginning July 1, 2018, and ending June 30, 2019, subject to the terms and conditions of this agreement.

A. TERMS AND CONDITIONS:

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, and incorporated herein by reference.
2. The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-36-03, "Administration of community corrections facilities: responsibilities of the grantee." And 5139-36-05, "Fiscal management and budgetary requirements." and Ohio Revised Code Section 5139.36, and other related sections.
3. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
4. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
5. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.
6. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
7. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
8. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

B. PROGRAM EVALUATION:

1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
5. The Grantee acknowledges that failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

C. COMPLIANCE:

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-36, of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department if:
 - a. There has been a reduction in the quality and extent of the program services.
 - b. There has been a financial or audit disclosure involving misuse of state funds.
 - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
 - d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.

The Grantee understands that, per OAC 5139-36-07(D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed.

D. TERMINATION:

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

E. AUTHORIZED SIGNATURES:

THE OHIO DEPARTMENT OF YOUTH SERVICES:

Director
FACILITY:

Date

John M. Rowan /s/ _____ Date 6/11/18
Facility Administrator
Community Correctional Facility
GOVERNING BOARD (one for each member):

Date
COUNTY COMMISSIONER (Physical Plant Site):
J. P. Dutton /s/ _____
Date 6/27/18
Date

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Thomas Yes
Mr. Dutton Yes

Mr. Dutton noted this is a renewal contract.

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JERRY E. MOORE, II/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Jerry E. Moore, II** for a mortgage deed dated September 14, 2006, as recorded in Volume 0077, pages 214-218 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated September 14, 2006, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0077 at pages 214-218, and executed by Jerry E. Moore, II to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6-27-18 Belmont County Commissioners:
Date

By: J. P. Dutton /s/
J. P. Dutton, President
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Meyer Yes
Mr. Thomas Yes

IN THE MATTER OF AUTHORIZING THE SUBORDINATION OF MORTGAGE REQUEST FOR JERRY E. MOORE, II/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize the signing of a **Subordination of Mortgage** request in the amount of \$50,000.00 in regard to property owned by Jerry E. Moore, II based upon the recommendation of Rick Healy, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that RoundPoint Mortgage Servicing Corporation, 5016 Parkway Plaza Blvd., Bldg. 6 & 8, Charlotte, NC 28217 shall loan the sum of **\$50,000.00** to **Jerry E. Moore, II**, un-married, of 16 Chestnut Street, Bridgeport, OH, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

Situated in the Village of Brookside, County of Belmont, and State of Ohio, and bounded and described as follows:
Being a strip of land of uniform width of 37.50 feet off of the East side of Lot Numbered Twenty-Eight (28) as shown and designated on the map of Frazier's Second Addition to the Village of Brookside of record in Cabinet B, Slide 177, Plat Records of Belmont County, Ohio and more particularly described as follows:
Beginning at the Southeast corner of Lot numbered 28, thence in a Northerly direction 122.6 foot to the Northeast corner of the said lot;
thence 37.50 feet in a Westerly direction along the North side of said lot;
thence in a Southernly direction 119.8 feet parallel to the East line of said lot to Chestnut Street;
thence in an Easterly direction along Chestnut Street 37.614 feet to the place of beginning, containing 4,545 square feet.

Auditors Parcel No: 23-00063.000
Property Address: 16 Chestnut Street, Bridgeport, OH 43912
Subject to all easements and rights-of-way of record.

Prior Deed References: Volume 575, Page 598 and Deed Volume 554, Page 725. Recorder's Office, Belmont County, Ohio.

The undersigned, J.P. Dutton, Josh Meyer, and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said RoundPoint Mortgage Servicing Corporation, 5016 Parkway Plaza Blvd., Bldg. 6 & 8, Charlotte, NC 28217, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated March 3, 2008, executed and delivered to the Belmont County Recorder, by said **Jerry E. Moore II**, and recorded in Volume 0144, at Pages 724-726 of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Roundpoint Mortgage Servicing Corporation, is now the owner and holder.

J. P. Dutton, Josh Meyer, and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 27th day of June, 2018.

Belmont County Commissioners:
By: J. P. Dutton /s/
J. P. Dutton
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Meyer Yes
Mr. Thomas Yes

IN THE MATTER OF APPROVING THE ADMENDMENT TO THE OWDA COOPERATIVE AGREEMENT-PLANNING LOAN TERM SHEETS/SSD

June 27, 2018

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the amendment to the Ohio Water Development Authority (OWDA) Cooperative Agreement- Planning Loan Term Sheets dated June 29, 2017, on behalf of Belmont County Sanitary Sewer District to change the initial payment date from July 1, 2018 to July 1, 2019 for the various water projects.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Yes

Mr. Dutton explained OWDA is providing interim financing until the USDA financing comes in. He said on the sewer side, we were awarded \$9 million in low interest loans and \$3 million in grant funds. He added we are very close to the final stages of paperwork on that process. Mr. Dutton said on the water side, all information and a request for funding have been submitted and we are waiting to hear what funding we will receive.

Regarding ongoing infrastructure upgrades, Mr. Dutton noted the Board is continuing to work with Agile Networks to provide better broadband internet service to the rural parts of the county. Mr. Thomas said this is crucial for businesses in today's world and the county is being proactive with this service. He said no taxpayer monies are being used for this broadband expansion.

Mr. Dutton said Belmont County had a lot of damage to the roads in February and March due to flooding issues. He said we were one of the hardest hit counties in the state. The state has been working with FEMA and looking at possibly picking up the county share on these projects. Mr. Dutton said they are very hopeful later today that it will become official; if it occurs it will be a huge boost to Belmont County in terms of our road infrastructure. He noted Belmont County Engineer Terry Lively thought the amount of money his department would have to spend was around \$1million which is about 20% of his \$5 million budget. He commended Representative Jack Cera and Senator Frank Hoagland for their hard work on this funding.

Mr. Dutton said the Board is also working with Comcast and others to see how we can work with them to provide better service.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:35 A. M.

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:20 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:20 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF RESCINDING THE MOTION OF MAY 16, 2018, TERMINATING DOROTHY STENGER, SSOBC EMPLOYEE

Motion made by Mr. Dutton, seconded by Mr. Meyer to rescind the motion of May 16, 2018, terminating Dorothy Stenger, Senior Services of Belmont County employee, effective Friday, May 18, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF PLACING DOROTHY STENGER, FULL-TIME COOK AT SENIOR SERVICES OF BELMONT COUNTY, ON PAID ADMINISTRATIVE LEAVE

Motion made by Mr. Dutton, seconded by Mr. Meyer to place Dorothy Stenger, full-time Cook at Senior Services of Belmont County, on paid administrative leave effective May 18, 2018, until further notice.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF EXTENDING AUTHORIZED UNPAID LEAVE FOR DEBRA BUTLER, RN

Motion made by Mr. Dutton, seconded by Mr. Meyer to extend authorized unpaid leave for Debra Butler, RN, until she is released to return to work, not to exceed July 31, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF HIRING CHELSEA LUCAS AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Chelsea Lucas as part-time driver at Senior Services of Belmont County, effective July 2, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

June 27, 2018

June 27, 2018

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:22 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 10:22 a.m.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Read, approved and signed this 3rd day of July, 2018.

J. P. Dutton /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton 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.

J. P. Dutton /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK