

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst, absent and Mark A. Thomas, Commissioners and Carol Blankenship, Assistant Clerk of the Board. Minutes of the meeting of May 09, 2001, were read, approved and signed.

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

IN THE MATTER OF THE ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE.

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
U.S. Post Office	Postage-General	\$10,000.00
John A. Vavra	Misc. Attorney Fees-General	1,600.00
Charles R. Probst, Jr., Commissioner	Reimburse expenses-General	61.44
Debbie Meloy	Reimburse travel exp/Auditor-General	6.81
Sheila Turner	Reimburse travel exp/Auditor-General	56.89
South Western Communications	Repair control consol/Jail-General	5,049.23
BP Oil Company	Gasoline-General	3,251.43
Barry L. Koerber	Misc attorney fees-General	3,031.31
Nextel Communications, Inc.	Cellular phones-General	1,951.93
Ed Large	Reimb for animal kill-Dog & Kennel	74.75
Wheeling National Bank	Savings Bond/Trashy Art prize-Litter	25.00
J.E. Beres Company	Maintenance Contract-Auditor	10,800.00
Probate Court	Reimb Probate for Laptop/Intake-Juv.	10.00
Governor's Office of Criminal Justice	Pay back State/Elec Monitors Grnt-Juv	1,358.15
Ohio Municipal Advisory Council	Bond Anticipation Notes-Satellite Bldg	161.40
Trombold Equip Co., Inc.	Lloydsville Garage site-Engineer Bldg	6,100.00
Thoburn United Methodist Church	Purchase of church-Satellite Const.	350,000.00
United Electric of Whg. Inc.	Parking lot lighting-PHC Capital Imp	27,500.00
Marshall J. Piccin & Associates	Engineering services-PHC Capital Imp	1,925.00
Contingency Fund Replen-Boys	Contingency Fund-Boys Group Home	19.78
Contingency Fund Replen-Girls	Contingency Fund-Girls Group Home	103.41
Alltel	Service, E Gorence-Common Pleas Crt	30.71
Dell Marketing L.P.	Laser printer/Probate-Western Ct Comp	447.40
Delinquent Collectors of Ohio, Inc.	Delinquent trailer taxes-Treas DRETAC	2,245.04

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/SHERIFF'S FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the General Fund in the amount of \$3,083.24 and for the Sheriff's Fund in the amount of \$1,804.79 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/DISASTER SERVICES FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Disaster Services Fund in the amount of \$293.72 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/CHEST CLINIC FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the General/Chest Clinic Fund in the amount of \$324.30 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DOG & KENNEL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Dog & Kennel Fund in the amount of \$2,543.05 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE 9-1-1 FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the 9-1-1 Fund in the amounts of \$944.13 and \$2,544.84 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE COUNTY HOME FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the County Home Fund in the amount of \$27,889.59 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DEPARTMENT OF HUMAN SERVICES/
CHILDREN SERVICES FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Department of Human Services Fund in the amounts of \$12,632.86, \$9,682.58, \$2,080.47 and \$65,770.57 and for the Children Services Fund in the amount of \$10,004.62dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE ENGINEER'S MVGT FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Engineer's MVGT Fund in the amount of \$20,388.12 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE SARGUS CENTER/GROUP HOMES FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Sargus Center Fund in the amounts of \$6,207.31 and \$8,763.78 and for the Group Homes Fund in the amount of \$3,509.79 dated for May 11, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE SANITARY SEWER DISTRICT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the Sanitary Sewer District Fund.

FROM	TO	AMOUNT
P003P30 Workers Comp	P003P27 Adver & Print	298.33
P003P31 Other Expenses	P003P18 Supplies	3,500.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE RECYCLING
AND LITTER PREVENTION FUND H50

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Recycling & Litter Prevention Fund.

FROM	TO	AMOUNT
H050-H02 Salaries	H150-H12 Medicare	\$22.53

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE PROSECUTOR'S
VICTIM ASSISTANCE PROGRAM FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo 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 May 11, 2001.

W-80 PROSECUTOR'S VICTIM ASSISTANCE FUND

W080-P01 Salaries	\$2,097.30
W080-P08 Medicare	120.00
W080-P06 Worker's Comp	635.70

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
DRAWING UP OF BID SPECS FOR
FIRE ALARM SYSTEM AND EXIT AND EMERGENCY
LIGHTING/BETHESDA SATELLITE BUILDING

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing William Hooker, Architect, to draw up bid specs, not to exceed \$29,000.00 for the fire alarm system and \$6,500.00 for the exit and emergency lighting for the Bethesda Satellite Building.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF AWARDING
BID FOR RESURFACING COUNTY HIGHWAYS 5 & 7
(PROJECT #01-4)/ENGINEER'S

Motion made by Mr. Olexo, seconded by Mr. Thomas to award the bid for the resurfacing of County Highways 5 & 7 (Project 01-4) to the low bidder, Tri-State Asphalt Company, Colerain, Ohio in the amount of \$189,486.41 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF CONSENT TO
MINE WITHIN 100 FEET OF A
PUBLIC ROAD

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the signing of the following consent to mine.

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINES & RECLAMATION
ATTACHMENT9

(CONSENT TO MINE WITHIN 100 FEET OF A PUBLIC ROAD)

Applicant's Name Marietta Coal Company
Application/Permit Number D-1135

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

Beginning at a point in the centerline of Belmont County Route 4, this beginning point being 200 feet north of the North line of Section 19-T-6, R-3, Richland Township, thence from said point of beginning south a distance of 200 feet to the section line, thence east a distance of 1000 feet, more or less, to the point of terminus.

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

 X Spoil deposit
 topsoil storage
 equipment storage
 X pond construction
 excavation or location of _____ foot highwall
 X other (describe) Construction, maintenance and removal of sumps and diversion ditches.

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

Signs will be posted and a barriers will be erected to protect the traveling public.

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY
(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this haring, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on Refer to attached waiver for hearing. and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective _____, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # 4 ; or

Signed Ryan E. Olexo /s/ Date May 9, 2001
Title Belmont County Commissioner
Signed Mark A. Thomas /s/ Date May 9, 2001
Title: Belmont County Commissioner

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF ACCEPTING
PETITION FOR ANNEXATION OF PROPERTY TO
THE CITY OF ST. CLAIRSVILLE

Motion made by Mr. Thomas, seconded by Mr. Olexo to accept the following petition of annexation of approximately 31 acres of land, located in Richland Township off of Reservoir Road, to the City of St. Clairsville. The City owns the land and was the only petitioner. The land in question is the future site of the City's electric utility building.

PETITION FOR ANNEXATION

TO: Board of County Commissioners of Belmont County, Ohio.

We, the undersigned, being the sole owner of real estate in the territory hereinafter described hereinafter described, hereby petition for the annexation of the following described territory to the City of St. Clairsville, Belmont County, Ohio:

Situated in the Township of Richland, County of Belmont, State of Ohio and being a portion of Section 9, Township 7, Range 4 and being more particularly described as follows:

Beginning for the description an iron pipe (found) which marks the center of the above-mentioned Section 9, said point also being at the corner of the corporation limit for the City of St. Clairsville;

Thence with the westerly line of a 173.784 acre tract now or formerly claimed by RDNB as recorded in Deed Volume 720, Page 274 the following seven bearings and distances:

- 1) South 45° 18' 40" West, 191.36 feet to an iron pipe (found).
- 2) South 15° 29' 46" West, 235.56 feet to a point in Township Road No. 278, passing on line at 200.35 an iron pipe (found).
- 3) North 37° 41' 20" West, 118.00 feet to a railroad spike (found) in the said Township Road.
- 4) South 61° 23' 11" West, 103.00 feet to a point in a swamp.

5) North 58° 29' 28" West, 392.05 feet to a point in a small stream.

6) North 40° 25' 49" West, 70.00 feet to a 1 inch iron pin (found) in Township Road No. 722.

7) South 24° 30' 26" West, 140.57 feet to a point in the said Township Road.

Thence leaving the said 173.784 acre tract and with the northerly line for a 33.685 acre tract now or formerly claimed by Michael V. Cilles as recorded in Deed Volume 636, Page 80 the following four bearings and distances:

1) North 55° 53' 59" West, 380.26 feet to an iron pin (found) inscribed "WWS 5486", passing on line at 29.75 feet to an iron pin (found) inscribed "WWS 5486".

2) North 89° 43' 49" West, 70.00 feet to an iron pin (found) inscribed "WWS 5486".

3) North 00° 16' 11" East, 3.42 feet to a point on the quarter section line.

4) North 88° 35' 04" West, 129.03 feet, along the quarter section line, to a marked stone (found).

Thence leaving the said 33.685 acre tract and with the northerly line for a 55.791 acre tract now or formerly claimed by Ora G. Rice as recorded in Deed Volume 456, Page 359 the following five bearings and distances:

1) North 00° 18' 00" West, 249.67 feet to a 1 inch iron pin (found),

2) South 89° 42' 00" West, 364.93 feet to an iron pin (found) inscribed "BARR".

3) North 75° 21' 00" West, 797.14 feet to an iron pin (found) inscribed "BARR".

4) South 35° 43' 00" West, 150.08 feet to a ¾ inch iron pin (found).

5) South 84° 06' 00" West, 111.87 feet to a point on the west line for the said Section 9, passing at 107.91 feet to a ¾ inch iron pin (found).

Thence leaving the said 55.791 acre tract and with the west line for the said Section 9, North 00° 20' 46" West, 150.95 feet to an iron pin (found) inscribed "BARR" on the southerly line for the above-mentioned 55.791 acre tract;

Thence leaving the said west line and with the southerly line for the said 55.791 acre tract the following ten bearings and distances:

1) North 52° 53' 20" East, 193.73 feet to an iron pin (found) inscribed "BARR".

2) North 77° 59' 20" East, 286.25 feet to an iron pin (found) inscribed "BARR".

3) South 68° 44' 40" East, 418.15 feet to an iron pin (found) inscribed "BARR".

4) North 77° 47' 20" East, 254.00 feet to a 5/8 inch iron pin (found).

5) North 00° 16' 43" East, 733.21 feet to a 5/8 inch iron pin (found).

6) North 33° 48' 55" West, 278.55 feet to a 5/8 inch iron pin (found).

7) North 21° 40' 05" East, 138.26 feet to a ¾ inch iron pin (found).

8) South 40° 22' 25" East, 226.84 feet to an iron pin (found) inscribed "BARR".

9) South 33° 45' 27" East, 289.48 feet to a 1-¼ inch iron pipe (found).

10) North 83° 21' 58" East, 51.33 feet to an iron pin (found) inscribed "BARR", located at the southwest corner of a 0.8495 acre tract now or formerly claimed by Daniel E. and Diana L. Tarleton as recorded in Deed Volume 629, Page 234.

Thence leaving the said 55.791 acre tract and with the southerly line for the said 0.8495 acre tract, North 89° 42' 41" East, 273.85 feet to a ¾ inch iron pin (found) on the westerly line of a 22.7793 acre tract now or formerly claimed by Lorena B. Ruminski as recorded in Deed Volume 736, Page 792;

Thence leaving the 0.8495 acre tract and with the said 22.7793 acre tract the following eight bearings and distances:

1) South 00° 20' 31" East, 730.65 feet to a concrete post.

2) South 42° 17' 03" East, 703.24 feet to a point in Township Road No. 278, passing on line at 214.45 feet a ¾ inch iron pin (found) and also at 638.15 feet an iron pin (found) inscribed "KYER".

3) South 88° 35' 04" East, 172.11 feet to a railroad spike (found) in the edge of said Township Road.

4) North 00° 20' 26" West, 123.99 feet to an iron pin (found) inscribed "KYER", passing, on line at 61.74 feet an iron pin (found) inscribed "KYER".

5) South 89° 49' 46" East, 20.71 feet to a point in Township Road No. 722.

6) North 11° 46' 34" East, 99.29 feet to a point in Township Road No. 722.

7) North 35° 44' 34" East, 163.99 feet to a point in Township Road No. 722.

8) North 59° 01' 34" East, 161.21 feet to a point in Township Road No. 722, said point also being on the western corporation line for the City of St. Clairsville.

Thence leaving the said 22.7793 acre tract and with the existing corporation line the following three bearings and distances:

1) South 00° 19' 38" East, 27.64 feet to a point from which an iron pin (found) inscribed "JWP" bears North 42° 40' 48" West, 1.19. feet.

2) North 70° 38' 18" East, 126.38 feet to a 7/8 inch iron pin (found).

3) South 00° 20' 26" East, 461.69 feet to the place of beginning, passing on line at 328.58 feet a 7/8 inch iron pin (found).

Containing a total of 31.004 acres of which 0.042 acres have been previously annexed into the City of St. Clairsville, leaving 30.962 acres to be annexed in at the present time. The area to be annexed comes from the entire tracts listed below.

City of St. Clairsville - Volume 675, Page 894 = 2.097 acres

- Volume 686, Page 922 = 2.465 acres

- Volume 720, Page 881 = 0.576 acres

- Volume 276, Page 382 = 2.015 acres

- Volume 688, Page 723 = 1.0575 acres
- Volume 277, Page 75 = 10.517 acres
- Volume 276, Page 378 = 12.67 acres

All acreage is subject to any and all right of ways, easements, restrictions, etc. of record.

The bearings in the above-described tract are based upon the bearing of the west line of Deed Volume 277, Page 75 being North 00° 18' 00" West,

The above description was prepared by Michael A. Fox, Registered Surveyor No. 7417, from field information gathered in March, 2001.

NAME	VOLUME	PAGE	ACRES
City of St. Clairsville	675	894	2.097
	686	922	2.465
	720	881	0.576
	276	382	2.015
	688	723	1.0575
	277	75	10.517
	276	378	12.67
TOTAL ACRES:			30.962

The above-described territory is adjacent to and contiguous with the said City of St. Clairsville.

Petitioners have attached hereto and made a part of this petition an accurate map (or plat) showing the boundaries of the territory sought to be annexed.

There is one (1) owner of real estate in the above described territory which is sought to be annexed to the City of St. Clairsville.

Albert E. Davies, Director of Law for the City of St. Clairsville, Ohio, is appointed agent for the undersigned petitioner as required by R.C. 709.02, with full power and authority granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Said amendment, alteration, change, correction, withdrawal, refilling, substitution, compromise, increase or deletion, or other things or action for the granting of this petition shall be made in the petition, description, and/or plat by said agent without further expressed consent of the petitioner.

Dated this 7th day of May 2001.

Robert Vincenzo, /s/
ROBERT VINCENZO, MAYOR

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF ENTERING
INTO CONTRACT BETWEEN BCDJFS AND
BELMONT COUNTY HEALTH DISTRICT/PRC CONTRACT

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PREVENTION, RETENTION AND CONTINGENCY
Developmental Reserve
PURCHASE OF SERVICE CONTRACT

This contract is made and entered into as of April 5, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and Belmont County General Health District doing business at 68501 Bannock Road, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider) in cooperation with the Belmont County Commissioners for the purpose of establishing the terms and conditions by which the Provider will provide services, activities, and strategies for eligible individuals as defined by the Department's Prevention, Retention and Contingency Plan.

PURCHASE OF SERVICES

The Department agrees to purchase services encompassing the following activities and strategies for the Infant Seat Program (see attached Exhibit One for further details):

CONTRACT PERIOD

This contract is effective from April 9, 2001, through June 30, 2001.

AVAILABILITY OF FUNDS

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability of state and federal funds.

COST AND DELIVERY OF PURCHASED SERVICES

Subject to the limitations specified in Article 3, the maximum amount to be paid for such purchased services is twelve thousand nine hundred sixty six dollars and twenty-five cents (\$12,966.25) .

ELIGIBILITY

A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still enrolled in a secondary school.

B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.

C. The AG must meet the eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit findings.

D. Those applying for and receiving services under this contract are to be afforded the right to the State Hearing Process.

PAYMENT FOR PURCHASED SERVICES

On a monthly basis, the Provider will submit an invoice and report to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before making payment. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as County Auditor processes payment.

FINANCIAL RECORDS

The Provider will maintain independent books, records, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement. Such records shall be available at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Department personnel.

AVAILABILITY AND RETENTION OF RECORDS

For a period of three (3) years after final payment, the Provider will maintain and preserve all financial records in its possession related to this agreement, including documentation used in the administration of the program. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

CONFIDENTIALITY

The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without the written consent of the eligible individual.

CIVIL RIGHTS

The Provider will not discriminate against any individual because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title V of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments, the Americans with Disabilities Act, and all other state and federal laws prohibiting discrimination.

INDEMNITY AND INSURANCE

The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts. The Provider agrees that it will indemnify and hold harmless the Department, ODJFS, and the Belmont County Commissioners against any and all liability, loss damage, and/or related expenses incurred through the provision of services under this agreement.

MONITORING AND EVALUATION

The Department and the Provider will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved. A progress or status report must be submitted to the Department on a monthly basis by the

seventh (7th) of each month. This report should list measurable outcomes, achievements that relate to the project's stated TANF goals, details of the project's milestones to date and overall results to date.

TERMINATION

The agreement may be terminated without cause by either party upon thirty (30) days written notice.

AMENDMENT

This contract may be amended by means of a written instrument executed by all parties hereto.

PROCUREMENT

County and State procurement policies must be followed as outlined on attached exhibit two.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>4/05/01</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Human Services	

<u>George L. Cholak /S/</u>	<u>4/05/2001</u>
George L. Cholak, M.D.	Date
Health Commissioners	

<u>Ryan E. Olexo /S/</u>	<u>5/11/01</u>
Belmont County Commissioner	Date

<u>Mark A. Thomas /S/</u>	
Belmont County Commissioner	

<u>Thomas M. Ryncarz /S/</u>	<u>4/10/2001</u>
Approved as to form	
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING
INTO IV-D SERVICE CONTRACT
BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY
AND EAST OHIO REGIONAL HOSPITAL/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract:

APPENDIX 1-3
IV-D Service Contract

This agreement made and entered into on the 25th day of April, 2001 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and East Ohio Regional Hospital, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

- Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.
- Contract Period:** This agreement will be effective from May 1, 2001 through April 30, 2002, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
- Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds

to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$650.00	Incentive
Federal Matching Funds	\$5,850.00	
Total	\$6,500.00	

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 60.00 per hour for provision of service.

6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.

7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed an IV-D application form.

8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. **Termination:**

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date. (C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. **Duplicate Billing:** Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the agreement.
17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. **Indemnity and Insurance:** (when applicable)
- (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
- (B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.
20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

ASSISTANT CLERK

