

St. Clairsville, Ohio

August 14, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

**IN THE MATTER OF 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 Mrs. Favede, seconded by Mr. Coffland, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Office phone/Port Authority Fund	189.19
A-AT&T	Fax Line-Magistrate/General Fund	87.18
A-Battery Universe	Batteries for 4 911 radios/General Fund	249.80
A-Cardmember Service	Misc. travel expenses-Commissioner Matt Coffland/General Fund	748.25
A-Crystal Springs	Water-Treasurer/General Fund	20.06
A-Redwood Toxicology	Drug testing/General Fund	1,095.30
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	250.91
K-Lash Paving, Inc.	Engineer Proj. 13-1/Engineer MVGT Fund	25,804.00
N-Motorola Solutions, Inc.	New radios for BCSO/911 System Upgrade Levy Fund	24,046.00
P-Maroon Enterprises	Refund/WW System #3 Revenue Fund	1,877.00
P-Precision Printed Products	Supplies/BCSSD Funds	1,812.18
P-W. W. System #3	Purchased water/WW System #2 Revenue Fund	209,109.45
P-Yorkville Board of Trustees of Public Affairs	Sewage disposal/SS Dist. #3 Deep Run Fund	513.29
S-AT&T Mobility	Internet/Northern Div. Ct. Computer Fund	61.02
S-Crystal Springs	Water/Certificate of Title Admn. Fund	39.90
S-Donna Cottage	Frame for Judge's Office/Northern Ct. Gen. Special Projects Fund	17.09
S-Donna Cottage	Cake for Judge/Northern Ct. General Special Projects Fund	36.98
S-Eastern Div. Court	Service Fee for July/Eastern Ct. Gen. Special Projects Fund	169.57
S-MOS	Black toner/Northern Ct. General Special Projects Fund	201.50
S-Ohio State Highway Patrol	Leads terminal fee/Eastern Ct. General Special Projects Fund	600.00
S-Phillips, Gardill, Kaiser & Altmeyer	Legal services/Port Authority Fund	350.00
S-TSG	Backup and vaulting/Northern Div. Ct. Computer Fund	151.32
W-Delinquent Tax Collectors of Ohio	Collections/DRETAC-Treasurer's Office Fund	7,406.43
W-Lexis Nexis	Monthly charges/Law Library Fund	7,273.00
W-West	Subscription/Law Library Fund	485.00
Y-Belmont County Recorder	Lien Releases-Tax Sale/Tax Certificate Admn. Fund	192.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 14,, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$27,455.41
A-GENERAL/AUDITOR	\$464.70
A-GENERAL/CHEST CLINIC	\$781.20
A-GENERAL/COMMON PLEAS	\$474.43
A-GENERAL/EMA	\$1,134.93
A-GENERAL/JUVENILE COURT	\$37.00
A-GENERAL/PROBATE COURT	\$845.00
A-GENERAL/RECORDER	\$162.33
A-GENERAL/SHERIFF	\$4,124.65
A-GENERAL/911	\$1,323.17
E-911	\$1,306.73
H-Job & Family, CSEA	\$4,366.51
H-Job & Family, Public Assistance	\$37,000.00; \$732.23; \$10,043.13
H-Job & Family Services, WIA	\$46,204.69; \$16,273.50
J-Real Estate Assessment	\$1,877.72
K-Engineer MVGT	\$1,032.00; \$38,845.62; \$38,456.62
M-Juvenile Ct. – Title IV-E Reimb.	\$731.56
M-Juvenile Ct. – Alternative School	\$100.00
M-Juvenile Ct. – Title IV-E Reimb.	\$919.61
M-Juvenile Ct. – Truant Officer Grant	\$200.00
P-Oakview Admn Bldg.	\$135.00
P-Sanitary Sewer District	\$72,467.77; \$1,166.66; \$1,718.51; \$2,431.87; \$2,024.55
S-Clerk of Courts Computer	\$290.90
S-Common Pleas Court Gen. Special Projects	\$1,797.41
S-District Detention Home	\$5,602.87
S-Job & Family Children Services	\$63,964.63; \$30,986.70
S-Job & Family, Senior Programs	\$11,320.54; \$25,880.56
S-Juvenile Ct. – Gen. Special Projects	\$297.90
S-Sheriff CCW	\$3,519.00
S-Sheriff Commissary	\$1,443.61
S-Western Ct. General Special Projects	\$603.42

U-Sheriff Reserve Account \$791.84  
 Upon roll call the vote was as follows:  
 Mrs. Favede Yes  
 Mr. Coffland Yes  
 Mr. Probst Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**BELMONT CO. SANITARY SEWER DISTRICT/VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3701-P003-P31.000 Other Exp. Operations	E-3701-P003-P21.000 Materials	\$5,000.00
E-3702-P005-P31.000 Other Exp. Operations	E-3702-P005-P23.011 Services	\$2,000.00
E-3706-P055-P15.000 Other Exp. Operations	E-3706-P055-P05.000 Material	\$1,300.00

**BELMONT CO. DJFS/CHILDREN SERVICES FUND S17**

FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Expenses	E-2765-S017-S24.000 Medical Asst.	\$100,000.00

Upon roll call the vote was as follows:

Mrs. Favede Yes  
 Mr. Probst Yes  
 Mr. Coffland Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mrs. Favede seconded by Mr. Probst to approve the following transfers between the following funds:

**BELMONT CO. SSD/VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfers Out	R-3701-P003-P15.574 Transfers In	\$138.15
E-3711-T010-T04.074 WSGDF Transfers Out	R-3702-P005-P15.574 Transfers In	\$446.86
E-3711-T010-T04.074 WSGDF Transfers Out	R-3704-P051-P08.574 Transfers In	\$139.55
E-3711-T010-T04.074 WSGDF Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 54.73
E-3711-T010-T04.074 WSGDF Transfers Out	R-3706-P055-P08.574 Transfers In	\$172.80

Upon roll call the vote was as follows:

Mrs. Favede Yes  
 Mr. Probst Yes  
 Mr. Coffland Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE**

**CHARGEBACKS FOR THE FIRST QUARTER PERIOD: (JUNE, JULY & AUGUST, 2013)**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the First Quarter (JUNE, JULY & AUGUST, 2013)

Transfer From		Transfer To	Amount
<b>E-0256-A014-A09.006</b>	<b>TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>1,861.76</b>
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	38.25
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	15.30
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	160.65
E-5005-S070	DJFS SENIOR PROGRAM	R-9891-Y091-Y05.500	242.46
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	2.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	10.20
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	51.00
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	34.44
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	183.60
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.58
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	42.27
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	121.83
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	27.54
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	29.04
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.50
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.80
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	10.20
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	15.30
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	94.38
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	673.20
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	84.24
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	28.32
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	14.16
	PUBLIC HLTH EMERGENCY		
E-2231-F083-F01.002	PREPAREDNESS	R-9891-Y091-Y05.500	14.16
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	21.18
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	38.25

E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	<b>17.91</b>
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	<b>7.65</b>
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	<b>7.65</b>
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>12.75</b>
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>0.00</b>
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>15.30</b>
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>7.65</b>
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>7.65</b>
E-0400-M079-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>15.30</b>
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	<b>7.65</b>
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	<b>0.00</b>
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	<b>0.00</b>
<b>Total amount this transfer</b>			<b>2,224.14</b>

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 14, 2013, 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 or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**BCDJFS** – Bradley Bruce, Donna Steadman and Senior members to travel to Wheeling, WV, on August 28, 2013, and to Sugarcreek, OH, on August 29, 2013, for Centerville Senior Center outings. Estimated expenses: \$24.00  
 Vincent Gianangeli to travel to Columbus, OH, on August 20, 2013 to attend a WIA Fiscal Agent Training. Estimated expenses: \$12.00  
**EMA** – Dave Ivan to travel to Logan, OH, on August 20, 2013, to attend Southeast EMA Directors’ meeting. A county vehicle will be used.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**OPEN PUBLIC FORUM** – Richard Hord had questions and comments about the boards’ decision to approve the BCDJFS contract with Rebecca Safko that was signed at last week’s meeting. Mr. Probst advised that Fiscal Manager Vince Gianangeli had sent in an email explanation regarding this position and why he recommended Ms. Safko. He said Mr. Hord was welcome to a copy.

Frank Papini USW (SOAR) attended the Monroe County Commissioners’ meeting concerning Ormet. He said he was surprised to learn there are 144 families from Belmont County who would be affected by the plant’s closing. Monroe County will be sending a letter or resolution to the Governor asking him to help save their jobs and Mr. Papini asked the board to do the same. Mr. Coffland said he was going to bring up today because he thinks we should send a letter. He noted a letter was sent last year also regarding AEP rates. Mr. Probst asked the Clerk to call Monroe County for a copy of their resolution.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of July 3, 2013

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING MINUTES OF EMERGENCY BOARD OF COMMISSIONERS MEETING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners emergency meeting of June 28, 2013

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF BUSINESS ASSOCIATE AGREEMENT WITH SCHWENDEMAN AGENCY, INC.**

Motion made by Mr. Coffland to approve and authorize Commission President Ginny Favede to execute the **Business Associate Agreement** with Schwendeman Agency, Inc. to ensure compliance with the Health Insurance Portability and Accountability Act (HIPPA).

**DISCUSSION HELD** – Mr. Probst said he would like to hold on this motion until later as we have received some complaints he wants to make sure they are cleared up before entering into this contract.

*Motion died for a lack of a second.*

*Note: Motion was acted on at the end of this meeting.*

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL AGREEMENT FORM FOR MICHAEL BAKER, JR., INC., FOR SAMPLES FOR THE ASBESTOS SURVEY OF THE FORMER BELMONT HABILITATION CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Proposal Agreement Form for Michael Baker Jr., Inc. in the amount of \$2,499.00 for 107 PLM samples for the asbestos survey of the former Belmont Habilitation Center

**PROPOSAL FOR CONSULTING SERVICES**

PROJECT: Asbestos Survey of Rehabilitation Center Buildings  
FOR: Belmont County Commissioners  
PRICE: \$2,499.00 (including 107 PLM samples)

**PROPOSAL AGREEMENT FORM**

AGREED AND ACCEPTED AS WRITTEN:

Matt Coffland /s/  
Charles R. Probst, Jr. /s/ **Belmont County**  
Ginny Favede /s/ (Company)  
(Signature)

**Mr. Matt Coffland**  
**Mr. Charles R. Probst, Jr.**  
Ms. Ginny Favede **Belmont County Commissioners**  
(Printed Name) (Title)

8/14/13  
(Date)

*Please sign and return this page as the written authorization to proceed.*

*Thank you.*

**Gary R. Case**  
**Michael Baker, Jr., Inc.**  
**100 Airside Drive**  
**Moon Township, PA 15108**  
**Phone: (412) 269-6391**  
**Cell (412) 260-1280**  
**E-mail: [gcase@mbakercorp.com](mailto:gcase@mbakercorp.com)**

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF RESOLUTION APPROVING THE SALE OF COUNTY PROPERTY PER ORC 307.12 / SHERIFF'S VEHICLES**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**WHEREAS**, the Belmont County Sheriff's Department has in its possession four (4) vehicles that are no longer needed by the department, and;

**WHEREAS**, the Belmont County Sheriff has requested that the aforementioned property be sold to Meigs County in the amount of \$1,000.00 (one thousand dollars) apiece for a total of \$4,000.00 (four thousand dollars), and;

**WHEREAS**, the Belmont County Commissioners do hereby determine that pursuant to Ohio Revised Code Section 307.12(D) *the board may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*, and;

**NOW THEREFORE BE IT RESOLVED**, that the Belmont County Commissioners do hereby find that this property is no longer needed by the Belmont County Sheriff's Department and approve the sale of the following vehicles to Meigs County:

- 2006 Crown Victoria-VIN # 2FAFP71W66X156951
- 2004 Dodge Durango-VIN # 1D4HB38N94F206681
- 2006 Crown Victoria-VIN # 2FAFP71W86X156952
- 2004 Dodge Durango-VIN # 1D4HB38N44F206684

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADOPTING AN AMENDMENT TO THE BELMONT CO. PERSONNEL POLICY MANUAL SECTION 7.7 TOOLS, SUPPLIES AND EQUIPMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the amendment to the Belmont County Personnel Policy Manual Section 7.7 Tools, Supplies and Equipment to include the following:

- C. County tools, supplies and equipment shall not be used for personal use.**
- D. Violations of this policy shall result in discipline up to and including termination.**

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN, ON BEHALF OF BCDJFS, QUARTERLY FINANCIAL CERTIFICATIONS**

Motion made by Mr. Coffland, seconded by Mr. Probst, to approve and authorize Commission President Ginny Favede to sign, on behalf of Belmont County Department of Job & Family Services, the Quarterly Financial Certifications for April, May, and June 2013 for the Belmont County Public Children Services Agency, Belmont County Child Support Enforcement Agency and Belmont County Public Assistance fund.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE COOPERATIVE AGREEMENT BETWEEN COMMISSIONERS, THE VILLAGE OF BETHESDA AND THE VILLAGE OF MORRISTOWN TO SUBMIT AN APPLICATION TO THE OPWC FOR THE NORTH TWENTY-SIX ROAD PAVING PROJECT**

Motion to approve and sign the Cooperative Agreement between the Belmont County Commissioners, the Village of Bethesda and the Village of Morristown to submit an application to the Ohio Public Works Commission for the North Twenty-Six Road Paving Project.

**COOPERATIVE AGREEMENT**

The Belmont County Commissioners and The Village of Bethesda and The Village of Morristown hereby enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the North Twenty Six Road Paving Project.

The Belmont County Commissioners will provide funds equal to 21.96 percent of the total project cost. Such funds will come from permissive sales tax.

The Village of Bethesda will provide funds equal to 3.22 percent of the total project cost. Such funds will come from The General Fund & The Village's License Fee Account.

The Village of Morristown will provide funds equal to 0.82 percent of the total project cost. Such funds will come from The Construction & The Village's License Fee Account.

The Village of Bethesda and The Village of Morristown authorize The Belmont County Commissioners to serve as lead applicant and to sign all necessary documents.

The Belmont County Commissioners agree to pay their 21.96% of the cost as invoices are due.

The Village of Bethesda agrees to pay its 3.22% of the cost as invoices are due.

The Village of Morristown agrees to pay its 0.82% of the cost as invoices are due.

**The Belmont County Commissioners**

Ginny Favede /s/

Ginny Favede- President

Matt Coffland /s/

Matthew Coffland-Vice President

Charles R. Probst, Jr.

Charles R. Probst, Jr.

8/14/13

Date

**The Village of Bethesda**

Marty W. Lucas /s/

/s/

/s/

8/8/13

Date

**The Village of Morristown**

Gordon Price /s/ Mayor

Judy N. Borisfiled /s/ Pres. Council

Cheryl Borkoski /s/ Fiscal Officer

8-12-13

Date

**APPROVED AS TO FORM:**

David K. Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**DISCUSSION HELD RE: COOPERATIVE AGREEMENT WITH VILLAGES OF BETHESDA AND MORRISTOWN**– Mr. Coffland said he wanted to thank the Township Trustees. He said the Commissioners asked the Trustees back in April if they would not submit a project to Issue II and allow the Commissioners to do it. A project was put together for North Twenty Six Road. The total project is \$539,000.00. Belmont County's share will be \$118,180, the Village of Bethesda will contribute \$17,500.00 and the Village of Morristown will contribute \$4,500.00 for a total of \$140,180.00. The Issue II grant will be for \$398,973.00 for a total of \$539,153.00. This will pave all of North Twenty Six Road. Mr. Coffland stated this is a great effort that brings in the county, two villages and two townships. He said it should rank very well on the board because it represents five different entities applying for one grant.

**IN THE MATTER OF BID OPENING FOR ENGINEER PROJECT 13-4, BEL-4-6.51 BRIDGE REPLACEMENT (SAND HILL ROAD)**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's, Project 13-4, BEL-4-6.51 Bridge Replacement (Sand Hill Road) they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Ohio-West Virginia Excavating Co. P.O. Box 128 Powhatan Point, OH 43942	X	\$798,153.00
<b>Engineer's Estimate: \$650,000.00</b>		

Present for the bid opening were Engineer Fred Bennett, Dennis Palicka from Ohio-West Virginia Excavating Co., and Robert DeFrank of The Times-Leader.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 13-4, BEL-4-6.51 Bridge Replacement (Sand Hill Road) to County Engineer Fred Bennett for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**10:45 Doc Householder, Executive Director, Belmont County Tourism  
Re: Quarterly Tourism Report**

Doc presented his report for the months of April, May and June 2013. Doc has been attending various meetings and setting up displays. There will be a Tough Mudder event at Powerline Park on Aug.24-25 and it could bring 20,000 people to the county. Ohio's tourism warehouse located in Columbus has closed. Belmont Co. Tourism now ships brochures all over the state to various convention and visitors bureaus. News 9 and WTRF-TV both interviewed the Tourism Office regarding the National Road/US 40 Yard Sale. News 9 also did an interview about the new hotels in the county. The Rubberneck Tour will be in the Colerain area this year. Ohio Lottery Cash Explosion will come to the

Barnesville Pumpkin Festival which will be 50 years old this year. Tickets will be by on-line registration. The Tourism Council Board approved a \$30,000.00 grant to the Morristown Historical Preservation Association to buy the Black Horse Inn.

Mr. Probst spoke to Doc about Mayor Sue Pelkowski of Holloway efforts to get SR 331 a Scenic By-way designation. He asked if she had contacted Tourism for help. Doc said yes, they have been to several meetings and done about everything they can do. Doc said he is not sure why they keep being turned down in Columbus. Mrs. Favade noted the extensive amount of work Rev. Snyder has done on this project. She has kept the board abreast of the situation. Mrs. Favade said she would like to send a letter on behalf of the county commissioners requesting that they attend one more time and notify out office as well as Tourism so that we can all meet them out there.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mrs. Favade, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:05 P.M.**

Motion made by Mrs. Favade, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION**

Motion made by Mrs. Favade, seconded by Mr. Coffland to enter executive session with Mark Lucas, Consultant, Clemans-Nelson & Associates, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment, employment and compensation of a public employee and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**RECONVENED AUGUST 15, 2013. PRESENT: COMMISSIONERS FAVEDE AND PROBST. ABSENT: COMMISSIONER COFFLAND**

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:56 A.M.**

Motion made by Mrs. Favade, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:57 A.M.**

Motion made by Mrs. Favade, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

*Note: Commissioner Coffland briefly joined the executive session at 11:01 a.m.*

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION**

Motion made by Mrs. Favade, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

**DISCUSSION HELD** – Mrs. Favade noted for the record Commissioners Probst and Favade did go into executive session and during that time Commissioner Coffland did join in a conversation with Attorney Jeff Stankunas before leaving the executive session.

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF APPOINTING LISA FIJALKOWSKI AS INTERIM DIRECTOR FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mrs. Favade, seconded by Mr. Probst appoint Lisa Fijalkowski, who presently holds the position of supervisor of Public Assistance and supervisor of the Fraud/Investigation/Benefit Recovery Unit for Belmont County Department of Job and Family Services, to temporarily serve as the interim Director of the Belmont County Department of Job and Family Services at an annual salary of eighty-thousand dollars (\$80,000). This appointment is intended to last until such time as a permanent Director is appointed, at which point Lisa Fijalkowski will be entitled to return to her prior position of supervisor of Public Assistance and supervisor of the Fraud/Investigation/Benefit Recovery Unit for Belmont County Department of Job and Family Services, at her prior rate of pay, as set forth in R.C. 329.02.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Absent



**IN THE MATTER OF APPROVING BUSINESS ASSOCIATE AGREEMENT WITH SCHWENDEMAN AGENCY, INC.**

Motion made by Mr. Probst to approve and authorize Commission President Ginny Favade to execute the **Business Associate Agreement** with Schwendeman Agency, Inc. to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Schwendeman Agency, Inc. ("Business Associate"), Belmont County ("Company"), and the Group Employee Health Benefits (collectively the "Covered Entity").

**WHEREAS**, Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that Covered Entity and Business Associate enter into an Agreement complying with certain requirements of HIPAA, as described at 45 CFR § 164.504; and

**WHEREAS**, Company, acting on behalf of Covered Entity and as Plan Sponsor of Covered Entity, desires to ensure complete compliance with HIPAA as described in this Business Associate Agreement.

**NOW THEREFORE**, Covered Entity and Business Associate enter into the following Business Associate Agreement.

**I. DEFINITIONS**

a. Specific definitions.

- (i) **Data Aggregation.** With respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the term "Data Aggregation" means the combining of such PHI by Business Associate with PHI received by Business Associate in its capacity as business associate of another entity to permit data analyses that relate to the health care operations of the respective entities.
- (ii) **Designated Record Set.** The term "Designated Record Set" means a group of records maintained by or for the Covered Entity that is:
  - (A) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (B) Used by or for the Covered Entity to make decisions about Individuals.For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disclosed by or for the Covered Entity.
- (iii) **Individual.** The term "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (iv) **Privacy Rule.** The term "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as from time to time amended.
- (v) **Protected Health Information.** The term "Protected Health Information" ("PHI") shall mean individually identifiable health information maintained and transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials which are created or received by a health care provider, school, health plan, employer, or health care clearinghouse, and relate to: (A) the past, present, or future physical or mental health or condition of an Individual; (B) the provision of health care to an Individual; or (C) the past, present, or future payment for the provision of health care to an Individual, and that identifies or could reasonably be used to identify an Individual. PHI does not include: (1) health information that has been de-identified in accordance with the standards for de-identification contained in the Privacy Rule, (2) employment records held by the Company in its role as employer, (3) education records covered by the Family Educational Rights and Privacy Act (20 USC 1232g), or (4) information regarding an Individual who has been deceased for at least 50 years..
- (vi) **Required By Law.** The term "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- (vii) **Secretary.** The term "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a. Business Associate acknowledges that in providing services to Covered Entity, it will create, receive, use or disclose PHI.
- b. Business Associate agrees that it will not use or disclose PHI except as permitted or required by this Agreement, or as Required By Law.
- c. Business Associate agrees that it will use appropriate safeguards to prevent use or disclosure of PHI other than as provided in this Agreement.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effects known to it which are caused by a use or disclosure of PHI by it or by one of its agents or subcontractors in violation of the requirements of this Agreement.
- e. Business Associate agrees that it will report to Covered Entity any use or disclosure of PHI not allowed by this Agreement by it or by one of its agents or subcontractors if it becomes aware of the use or disclosure.
- f. Business Associate agrees that it will ensure that any agent or subcontractor to whom it provides PHI pertaining to Covered Entity agrees in writing to the same restrictions and conditions that this Agreement imposes on Business Associate. Such written agreement shall require the Business Associate's agent or subcontractor to notify Covered Entity of any HIPAA breach.
- g. Business Associate agrees to provide an appropriate Individual with access to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.524.
- h. Business Associate agrees to allow an appropriate Individual to make amendment(s) to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.526.
- i. Business Associate agrees to make its internal practices, books, and records (including PHI pertaining to Covered Entity) available to the Secretary or the Covered Entity for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- j. Business Associate agrees to document disclosures of PHI and information related to these disclosures so it or Covered Entity may respond to requests by Individuals for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- k. Business Associate agrees to provide PHI in the possession or control of Business Associate to appropriate Individuals in order to respond to requests for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- l. Business Associate's responses to requests for action with respect to PHI described in this Section II shall be completed in a manner which complies with the timeliness requirements contained in the Privacy Rules. Also, Business Associate's disclosure of PHI to the Covered Entity or an Individual shall be in an electronic format if Business Associate maintains such PHI in an electronic health record, if the Individual so chooses.
- m. Business Associate agrees (check the applicable box):
  - To notify Covered Entity if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR § § 164.410.
  - To notify Covered Entity and affected Individuals if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR § § 164.404 and 164.410.

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a. **General Use and Disclosure Provisions.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI pertaining to Covered Entity for the purposes set forth in the parties' service agreement, if the use or disclosure would not violate the Privacy Rule if done by Covered Entity or violate the minimum necessary policies and procedures of Covered Entity.
- b. **Specific Use and Disclosure Provisions:**
  - (i) Except as otherwise limited in this Agreement, Business Associate may use PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required By Law or the Business Associate

obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
- (iii) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

#### **IV. OBLIGATIONS OF THE COVERED ENTITY**

a. To Inform Business Associate. Covered Entity will inform Business Associate of its privacy practices and any agreed restrictions on PHI as follows:

- (i) Covered Entity shall advise Business Associate of any limitations in the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (ii) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect Business Associate's use or disclosure of PHI.
- (iii) Covered Entity shall notify Business Associate of any restrictions on use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

b. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity, except that Business Associate may in its discretion use or disclose PHI for Data Aggregation and/or management and administrative activities of Business Associate.

#### **V. COMPLIANCE WITH HIPAA SECURITY REGULATIONS**

a. Business Associate shall:

- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI it creates, receives, maintains or transmits on behalf of Covered Entity as required to comply with HIPAA Security Regulations at 45 CFR Parts 160, 162 and 164.
- (ii) Ensure that any agents, including but not limited to contractors and subcontractors, to which Business Associate provides PHI pertaining to Covered Entity, agree to implement reasonable and appropriate safeguards to protect it.
- (iii) Have a system in place to report to Covered Entity any security incident of which Business Associate becomes aware. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

#### **VI. STANDARDS FOR ELECTRONIC TRANSACTIONS**

a. In connection with Standard Transactions, as defined in HIPAA, Business Associate will:

- (i) Comply with all applicable provisions of the HIPAA Standard for Electronic Transactions Rule on or before the compliance date (the "Transactions Compliance Deadline") when exchanging information in covered electronic transactions. Business Associate will comply with any future required transactions or code set standards adopted by HHS on or before the required compliance date. "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning Standard Transactions and Code Sets under HIPAA Rules, 45 CFR Parts 160 and 162, as may thereafter be amended. "Transactions" means the types of information exchange between two parties to carry out financial or administrative activities related to health care as defined in the Standards for Electronic Transactions Rule.
- (ii) Ensure that any agents, including but not limited to contractors and subcontractors, that assist Business Associate in conducting Standard Transactions on behalf of Covered Entity, agree in writing to comply with the Standards for Electronic Transactions Rule.
- (iii) Not change the definition, data condition, or use of any data element or segment.
- (iv) Not add any data elements or segments to the maximum defined data set in a Standard Transaction.
- (v) Not use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).
- (vi) Not change the meaning or intent of the standard's implementation specification(s).

#### **VII. TERM AND TERMINATION**

a. Term. This Agreement shall be effective as of the date stated above and shall terminate when all PHI pertaining to Covered Entity which Business Associate maintains is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information in accordance with the Termination provisions in this Section.

b. Termination for Cause. If a party learns of a material breach by the other party, the party shall: (1) provide a reasonable opportunity for the other party to cure the breach or end the violation, or (2) if the other party does not cure the breach or end the violation within the time specified by the non-breaching party, terminate this Agreement and any underlying service agreement upon written notice to the other party that it has breached a material term of this Agreement and there is no cure.

c. Effect of Termination:

- (i) Except as provided in paragraph (c)(ii) of this Section VII, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI relating to Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of this PHI.
- (ii) In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's reasonable determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains the PHI.

#### **VIII. MISCELLANEOUS**

a. Regulatory References. Reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as may be necessary to amend this Agreement from time to time for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and other requirements of HIPAA.

c. Survival. The respective rights and obligations of Business Associate under Sections VII(c)(i) and (ii) of this Agreement shall survive termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with the Privacy Rule and other requirements of HIPAA. This Agreement shall be interpreted without regard to the rule that a document is to be construed against the party which drafts it.

e. Complete Integration. This Agreement forms the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein. Further, this Agreement may not be modified except in a writing signed by the duly authorized representatives of both parties. If any provision or part of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

f. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the successors and assigns of Covered Entity and Business Associate. However, this Agreement is not assignable by either party without the prior written consent of the other party,



- except that Business Associate may assign or transfer this Agreement to any entity owned or under common control with Business Associate. Written consent will not be unreasonably withheld.
- g. Not a Fiduciary, Plan Administrator or Agent. Business Associate shall not be considered a fiduciary plan administrator or agent of any of Covered Entity's employee benefit plans or the Company.
- h. No Third Party Beneficiaries. This Agreement is entered into for the benefit of Covered Entity, Business Associate, and the Company. There are no third party beneficiaries to this Agreement. Business Associate's obligations are to Covered Entity and Company only.
- i. Confidentiality. Except as otherwise provided in the Privacy Rule or this Agreement, neither party will disclose the terms of this Agreement to any third party without the other party's written consent.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- k. Indemnification and Hold Harmless. If the Business Associate is found to be a federal common law agent of the Covered Entity, the Business Associate agrees to indemnify and hold the Covered Entity harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from its breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of its employees, agents or contractors. Covered Entity agrees to indemnify Business Associate and hold it harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from its breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of its employees, agents or contractors.

**IX. ACKNOWLEDGEMENT AND SIGNATURES**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

**Business Associate**

**Covered Entity**

By: \_\_\_\_\_

By: Ginny Favede /s/

Title: Privacy Official

Title: President

Date: \_\_\_\_\_

Date: August 14, 2013

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Absent

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:00 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 2:00 p.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

Read, approved and signed this 21st day of August, 2013.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK