

St. Clairsville, Ohio

February 22, 2012

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 Mr. Probst, 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.

Claim of	Purposes	Amount
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	2,966.46
A-GIS Services	Maintenance Agreement-GIS Projects/General Fund	1,475.00
B-Crossroads Counseling	January 2012 fee/Indigent Drivers Alcohol Fund	372.57
C-Pure Water Finance	Water/Mediation Fund/Probate Court	99.25
N-Jones-Stuckey LTD, Inc.	Professional Services/Bridge & Retaining Wall Constr. Improv. Fund	2,279.00
P-Automationdirect.com	Materials/WWS#3 Revenue Fund	134.90
P-Grand Dorman	Refund/WWS#3 Revenue Fund	151.90
P-Lash Excavating and Paving, Inc.	Asphalt patching/Oakview Bldg. Fund	7,570.00
P-Southeastern Equip. Co., Inc.	Materials/BCSSD Funds	2,496.03
P-South Central Power Co.	Services/BCSSD Funds	10,800.31
S-AT&T	Internet/Northern Div. Court Computer Fund	54.59
S-Courtview Justice Solutions	Services & Support/Clerk of Courts Computer Fund	5,201.00
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	62.26
S-TSG	Offsite backup/Western Div. Court Computer Fund	163.96
S-TSG	Block Time Agreement/Northern Div. Court Computer Fund	3,500.00
S-TSG	Data back-up and vaulting/Northern Div. Ct. Computer Fund	120.80

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 22, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$2,927.86; \$8,363.83; \$42,930.99
A-GENERAL/AUDITOR	\$4,348.16
A-GENERAL/CORONER	\$11,056.26
A-GENERAL/JUVENILE COURT	\$3,271.47
A-GENERAL/SHERIFF	\$2,553.21
B-Dog Kennel	\$1,254.95
H-Job & Family, CSEA	\$59.78
H-Job & Family, Public Assistance	\$121,186.89; \$18,127.75; \$670.31; \$20,315.67; \$989.93
H-Job & Family, WIA	\$91,369.20
K-Engineer MVGT	\$1,165.97; \$40,566.06
M-Juvenile Ct-Intake Coordinator	\$25.00
M-Juvenile Ct. – Placement Services	\$10,673.00
M-Juvenile Ct. – Title IV-E Reimb.	\$13,368.10
P-Sanitary Sewer District	\$34,697.41; \$10,931.18; \$1,139.40; \$3,326.43
S-Certificate of Title Admn Fund	\$416.40
S-District Detention Home	\$1,346.76
S-Job & Family, Children Services	\$1,514.69
S-Job & Family, Senior Program	\$12,163.11
S-Juvenile Ct. Computer Fund	\$132.94
S-Juvenile Ct. General Special Projects	\$73.97
S-Oakview Juvenile Residential Center	\$1,047.25
S-Sheriff Commissary	\$1,005.73
S-Western Ct. Gen. Special Projects	\$471.18
T-Sanitary Sewer District	\$204.86
U-Sheriff Reserve	\$500.00
W-Library Fund	\$7,756.96

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/RECORDER

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0121 A006-B02.002 Salaries-Employees	E-0051-A001-A02.002 Salaries-Employees	\$ 500.00

Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on February 18 & 23, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the General Fund.

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingency (monies for the Port Authority)	E-0257-A015-A15.074 Trans Out	\$20,000.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN
THE BELMONT COUNTY DOG KENNEL FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Dog Kennel Fund.

FROM	TO	AMOUNT
E-1600-B000-B07.000 Veterinary Services	E-1600-B000-B03.010 Supplies	\$ 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
CARE AND CUSTODY FUND/JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Care and Custody Fund.

FROM	TO	AMOUNT
CARE AND CUSTODY Insurances C-CAP E-0400-M060-M29.008	CARE AND CUSTODY Insurances Substance Abuse E-0400-M060-M75.008	\$ 298.86

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE
GENERAL FUND AND PORT AUTHORITY S12 FUND**

Motion made by Mr. Probst, seconded by Ms. Favede to approve the following transfer between the General Fund and the Port Authority Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (additional allocation from Contingency)	R-9799-S012-S04.574 Transfer In	\$20,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Absent
Mr. Probst	Yes
Ms. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 22, 2012.

WORKFORCE DEVELOPMENT FUND

E-2600-H005-H11.000	(NEG OH-25 Flood Funds)	\$ 264,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE H008 WIA AREA 16 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 22, 2012.

WIA AREA 16 FUND

E-2610-H008-H05.000	Belmont Co. DJFS-Flood	\$264,000.00
E-2610-H008-H06.000	Jefferson Co. DJFS-Flood	<u>\$336,000.00</u>
TOTAL		\$600,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BHJD – SARGUS REMODELING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 22, 2012.

E-9058-N058-N05.075	Advances Out	\$ 1,222.20
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SENIOR SERVICES S70 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

E-5005-S070-S12.000 Capital Outlay \$100,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Ms. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 22, 2012.

E-1511-W080-P05.003	PERS	256.97
E-1511-W080-P07.006	Hospitalization	819.65
E-1511-W080-P01.002	Salary	1,895.38
E-1511-W080-P06.004	Workers Comp	555.00
TOTAL		\$ 3,527.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PARTIAL REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE SARGUS REMODELING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following PARTIAL REPAYMENT OF CASH ADVANCE of funds for the Sargus Remodeling Fund as follows:

FROM	TO	AMOUNT
SARGUS REMODELING FUND	GENERAL FUND	
E-9058-N058-N05.075 Advances Out	R-0040-A000-A48.575 Advances In	\$ 1,222.20

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 22, 2012, 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:

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

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

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

BCDJFS – Vincent Gianangeli to travel to Washington Co. CDJFS, on March 20, 2012, to attend a Regional Quarterly Fiscal Meeting. Estimated expenses: \$103.02

ENGINEER – Michael Wahl to travel to Toledo, OH, on June 6-8, 2012, to attend the 5th Annual Ohio Storm Water Conference. Estimated expenses: \$450.00

SANITARY SEWER DISTRICT – Jeff Azallion to travel to Minerva, OH, on February 23, 2012, to dispose of asbestos materials.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord requested that the board honor a Martins Ferry businessman who will be celebrating his 60th year in business in May, 2012. Mr. Probst asked that the Clerk get more information from Mr. Hord in order to draw up a resolution.

Carmen Wallace returned to see if the board has heard anything regarding her issue with the Animal Shelter. Mr. Probst said he is waiting on some return phone calls including one from the Attorney General. Regarding everything that she and Mr. Probst talked about a few weeks ago, he said he is still gathering some information. Ms. Wallace reported the shelter took all of her animals on October 13 and no charges have been pressed yet. Her animals have been adopted out. Mr. Probst advised her that the Commissioners contract with the Belmont County Animal Rescue League to run the shelter services. He advised he will continue to work on this and has asked for all reports pertaining to this case.

Tim Merryman thanked the board for his appointment to the Workforce Investment Board. He encouraged the board to invest in parks and recreation with the increased income from oil and gas industry saying it would be a good draw for the area. Commissioner Favede noted that cuts to parks, recreation, municipalities, etc., are a direct result of state cuts and hopes the state realizes the impact and reverses their decision. Commissioner Probst agreed parks and recreation are important and noted that the Board tries to award Community Development Block Grant funds to two parks each year.

IN THE MATTER OF APPROVING THE REAPPOINTMENT OF WILLIAM KASKO TO THE BELMONT CO. TOURISM COUNCIL BOARD OF DIRECTORS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the reappointment of William Kasko to the Belmont County Tourism Council Board of Directors for a five-year term, commencing February 21, 2012 to February 21, 2017, based upon the recommendation Eugene "Doc" Householder and the Tourism Council Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE DISTRICT 18 PUBLIC WORKS INTEGRATING COMMITTEE

Motion made by Mr. Coffland, seconded by Mr. Probst to reappoint Belmont County Engineer Fred Bennett to the District 18 Public Works Integrating Committee as the Board of Commissioners' representative and Commissioner Charles R. Probst, Jr. as the alternate for a three-year term commencing May 21, 2012.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CONTINUED EMPLOYMENT AND PAY INCREASE FOR BENJI SALL/BCSSD EMPLOYEE

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the continued employment and a \$.50 per hour pay increase, effective February 15, 2012, for Belmont County Sanitary Sewer District employee Benji Sall who has successfully completed his probationary period, based upon the recommendation of BCSSD Director Mark Esposito and the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING THE CONTRACT WITH THE LAMAR COMPANIES FOR FOUR FAIR HOUSING MONTH BILLBOARDS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the board, Charles R. Probst, Jr. to execute the contract with The Lamar Companies for the purchase of four (4) "Fair Housing Month" promotional billboards in the amount of \$ 2,000.00, to be paid from fair housing grant funds.

Note: The billboards are located in Martins Ferry, Bridgeport and St. Clairsville (2).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A SERVICE AGREEMENT WITH VALTECH COMMUNICATIONS/PHONE SYSTEM

Motion made by Mr. Coffland, seconded by Mr. Probst to enter a 36 month Service Agreement with ValTech Communications in the amount of \$599.00 per month for a PRI Circuit (includes unlimited local and domestic long distance calling, Caller ID with Name and a block of 20 DID's) and to authorize Commission President Charles R. Probst, Jr. to execute the Letters of Agency providing authorization for ValTech to obtain service information from the current provider.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING THE SUBGRANT AWARD AGREEMENT FOR THE SHERIFF'S DEPT. OIBRS COMPUTER DATA

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the Board, Charles R. Probst, Jr., to execute the Subgrant Award Agreement for the Belmont County Sheriff's Department **OIBRS Computer Data**, Subgrant No. **2011-JG-LLE-5209** as follows:

Subgrantee: Belmont County Commissioners
Implementing Agency: Belmont County Sheriff's Department
Award Periods: 2/1/2012 to 8/31/12
Award Amounts: JAG Funds: \$ 9,099.00
Cash Match: 1,011.00
Inkind Match: 0.00
Project Total \$10,110.00

Note: This will increase the security, integrity and compatibility of the desktop computers with the server.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:10 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mark Esposito, BCSSD Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:35 A.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Larry Merry, Port Authority Director, and Caiman Energy representatives, pursuant to Ohio Revised Code 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:55 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING AN AGREEMENT
WITH THE PORT AUTHORITY AUTHORIZING THE
TRANSFER OF REAL ESTATE FOR ECONOMIC
DEVELOPMENT PURPOSES**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into an agreement with the Belmont County Port Authority authorizing the transfer of real estate located in Mead Township, Section 11, Township 4, Range 3, Parcel # 15-60133.000 to the Belmont County Port Authority for economic development purposes.

AGREEMENT

This Agreement made this 22nd day of February, 2012, by and between the Board of County Commissioners of Belmont County, Ohio, ("BOC") and the Belmont County Port Authority, a body corporate and politic ("Port Authority").

WITNESSETH

WHEREAS, BOC is the owner of certain real estate located in Mead Township, Section 11, Township 4, and Range 3 being Parcel No. 15-60133.000, which is not needed for the purposes of the BOC; and

WHEREAS, Port Authority is able to use said real estate for economic development, which is one of the purposes for which said Port Authority was formed; and

WHEREAS, Ohio Revised Code §4582.38 authorizes the legislative authority of any county to convey to a port authority without competitive bidding and on mutually agreeable terms any real property not needed for its purposes to be used by the Port Authority for its purposes;

NOW THEREFORE, in consideration of the payment of \$ 120,000.00 from Port Authority to BOC, and in further consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. BOC shall transfer to Port Authority pursuant to §4582.38 the real estate described above and more particularly described on Exhibit "A" attached hereto by Limited Warranty Deed.
2. Within 15 days of said conveyance, Port Authority shall pay to BOC the sum of \$ 120,000.00 as full consideration for said transfer. (or net proceeds)
3. In the event that Port Authority is not able to transfer said property or utilize it for the purposes of economic development within 2 months from the date of said transfer, Port Authority agrees to transfer said property back to the BOC.

Executed the 22nd day of February, 2012.

BELMONT COUNTY COMMISSIONERS BELMONT COUNTY PORT AUTHORITY

By: Charles R. Probst, Jr. /s/

By: Larry Merry /s/

Charles R. Probst

Larry Merry, Director

Ginny Favede /s/

APPROVED AS TO FORM:

Ginny Favede

David K. Liberati /s/ (Assistant)

Matt Coffland /s/

PROSECUTING ATTORNEY

Matt Coffland

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE LIMITED
WARRANTY DEED CONVEYING PROPERTY ACRES
IN MEAD TOWNSHIP TO THE PORT AUTHORITY**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve and sign the Limited Warranty Deed conveying property located in Mead Township, Section 11, Township 4, Range 3, Parcel # 15-60133.000 to the Belmont County Port Authority.

LIMITED WARRANTY DEED

The Board of Commissioners of Belmont County, Ohio, for valuable consideration paid, grants, with Limited Warranty Covenants to the Belmont County Port Authority, a body corporate, and politic, whose tax mailing address is 121 Newell Avenue, St. Clairsville, OH 43950, the following real property:

See Attached Exhibit "A"

There is excepted from the covenant of limited warranty that portion of Parcel "A" designated on the attached survey map as "Deed Overlap" and said area of Parcel "A" is conveyed herein without any warranty of title whatsoever.

The property is subject to an Easement for Highway Purposes from The Belmont County Board of Commissioners to the State of Ohio for a perpetual easement and right of way for public highway and road purposes dated December 3, 1928, filed for record

March 21, 1929 and recorded in Volume 275, Page 597 of the Belmont County Record of Deeds.

The property is subject to an Easement from Commissioners of Belmont County, James M. Fulton, Anton Hochenar, and T.B. Phillips to The Ohio Power Company, an Ohio corporation, for a right-of-way and easement for electric lines, including telegraph or telephone wires dated March 26, 1934, filed for record April 14, 1934 and recorded in Volume 294, Page 229 of the Belmont County Record of Deeds.

The property is subject to an Easement from Belmont County Commissioners by B.F. Mackey, Vincent J. Reasbeck and Clyde C. Hardesty to The Ohio Power Company, an Ohio corporation, for electric lines dated July 19, 1950, filed for record November 24, 1950 and recorded in Volume 376, Page 269 of the Belmont County Record of Deeds.

The property is subject to the Norfolk and Southern Railroad Company tract of land as shown on the survey map attached hereto.

Prior Deed Reference: Volume 268, Page 221 Belmont County Deed Records.

Auditor's Permanent Parcel Number: 15-60133.000

Executed this 22nd day of February, 2012.

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

Matt Coffland /s/

Matt Coffland

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: CAIMAN EASTERN MIDSTREAM – Caiman Eastern Midstream Land Manager Mark Jordan explained they are a midstream natural gas company that transports live gas to the interstate pipeline system to reach the market. They are crossing the river to bring a 24 inch pipeline to Ohio Exploration gas into processing facilities located in West Virginia and to extend into other Ohio pipeline companies. Port Authority Director Larry Merry said this is important for property owners in eastern Ohio. It will make available for processing of the wet gas that will be produced in the Utica exploration that is going on. The work is set to begin in late spring. Mr. Probst explained the action taken had the board transferring county owned property to the Port Authority for sale to a private company for economic development. This will create jobs in the county. Mr. Jordan said welders, electricians, construction workers, restaurants, gas stations, police security, etc., will be needed for this project. Mr. Probst thanked Caiman for choosing Belmont County. He stated, “We are business friendly and look forward to working with you and many others in the future to move Belmont County forward.” Mrs. Favede stated the pipeline allows for the next step to take place when the gas is moved to be processed. Mr. Probst thanked Mr. Merry and the Port Authority for attracting another business to the county. Mrs. Favede acknowledged Attorney John Estadt, who provided legal counsel to Caiman.

BREAK

Note: Commissioner Coffland left the meeting.

IN THE MATTER OF APPROVING ALLOCATON FROM THE GENERAL FUND TO THE PORT AUTHORITY

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the allocation of \$20,000.00 from the General Fund to the Port Authority.

Upon roll call the vote was as follows:

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

BREAK

RECONVENED AT 2:00 P.M.

PRESENT: COMMISSIONERS CHARLES R. PROBST, JR. AND MATT COFFLAND

ABSENT: COMMISSIONER GINNY FAVEDE

IN THE MATTER OF ADOPTING RESOLUTION TO AWARD BIDS AND ENTER INTO CONTRACT FOR HOMEMAKER/PERSONAL CARE PROVIDERS/BCDJFS SENIORS PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the following resolution:

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners (“Commissioners”) are authorized under R.C. 307.85, 307.851, and other applicable law to participate in federal programs to provide necessary social services to older persons, and to provide levy-financed social services to Belmont County residents, and the like; and

WHEREAS in January, 2012 the Commissioners, in conjunction with the Belmont County Department of Job & Family Services (“BCDJFS”), issued an Invitation to Bid (ITB) with a bid due date of February 15, 2012 for the long-term provision of homemaker and personal care services for senior citizens;

NOW, THEREFORE BE IT RESOLVED, THAT THE Belmont County Commissioners, have determined that the following are equally the lowest and best bidders in response to that ITB and are therefore the successful bidders:

1. Advanced Home Health, Inc;
2. Helping Hands and Warm Hearts, LLC;
3. Interim HealthCare of SE Ohio, Inc.;
4. Medical Services of America, Inc. d/b/a/ Medi Home Private Care;
5. Just Right Homecare, Inc.

BE IT FURTHER RESOLVED, THAT THE Belmont County Commissioners and the BCDJFS are authorized to enter into contracts for services with the successful bidders by inserting the price bid by each successful bidder in that bidder’s contract along with essentially the terms in the sample contract contained in the ITB. Any and all other bids are not awarded. The Clerk shall return the bid deposits according to the ITB.

Upon roll call the vote was as follows:

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

Agreement for Purchase of the Performance of Services Contract

Homemaker/Personal Care Services 2012 (option for 2013)

This contract is entered into as of the 22nd day of February, **2012**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Advanced Home Health, Inc.** (hereinafter "Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio ("Clients").

2. PARTIES

The parties to this contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
101 West Main Street
St Clairsville, Ohio 43950 on behalf of:
Belmont County Department of Job & Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

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

3. CONTRACT PERIOD

This contract and its terms will become effective on the date listed in the first paragraph of this contract, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by BCDJFS and Contractor in extraordinary circumstances, as long as that date is after the effective date of this contract). **No services shall be provided pursuant to this contract prior to its execution by all parties.** On February 28, 2013, this contract will terminate without the need for further notice, unless it is renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the contract, a contract must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2013. The renewal or extension may not extend beyond February 28, 2014.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications that would be required of agency services providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01. To that end, contractor shall provide to the Clients, on an as-needed basis as determined by the BCDJFS, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:
 - a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
 - b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this contract); and,
 - c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

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

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

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

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

2. Contractor agrees not to use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this contract.
4. The Contractor will submit reports monthly (or as otherwise directed by BCDJFS) detailing the services and number of hours of service provided to Clients under this contract. Also, if Purchaser makes an electronic reporting system available

to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this contract to Purchaser in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from BCDJFS.
7. Contractor may not contract with the Client for other services without BCDJFS' permission. **Purchaser Responsibilities (meaning BCDJFS on behalf of Purchaser)**
8. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this contract.
9. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
10. Purchaser agrees to communicate any issues or concerns related to this contract to Contractor in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties.

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

Payments for performance of services provided pursuant to this contract are contingent upon the continued availability of funds. The parties may mutually increase this amount by written modification of this contract, subject to applicable laws and regulations and available funds. It is understood and agreed that the Commissioners may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this contract shall be construed to require the Commissioners to fund this contract from the general revenue funds of Belmont County.

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

- the use of the Belmont County levy funds; and/or
- the payments made by the County or BCDJFS;

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

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment is made. For example, we agree that a certain number of meals will be made, but fewer are made due to unforeseen circumstances such as power outages, equipment breakdown, etc.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay fifteen dollars and fifty cents (\$15.50) per each one hour of service to a client.

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

8. DUPLICATE BILLING

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

9. AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

10. INTELLECTUAL PROPERTIES

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

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

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

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

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

14. AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by

Purchaser, the State of Ohio (including but not limited to the 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 contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

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

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C.

117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

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

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

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

18. RELATIONSHIP

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

19. ASSIGNMENTS

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

20. SUBCONTRACTS

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

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein, and in the RFP that resulted in this contract, and Contractor's Response to the RFP. This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the goods, services, and related matters that are the subject of this contract.

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

22. TERMINATION

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

23. BREACH OF CONTRACT

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

24. WAIVER

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

25. INDEMNIFICATION

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

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

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

28. NON-DISCRIMINATION

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

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

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

29. CHILD SUPPORT ENFORCEMENT

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

30. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

31. DRUG-FREE WORKPLACE

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

32. COPELAND "ANTI-KICKBACK" ACT

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

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

35. PUBLIC RECORDS

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

36. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean

Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. ENERGY EFFICIENCY

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

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

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

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Charles R. Probst, Jr. /s/ 2/22/12
Charles R. Probst, Jr., President, Belmont County Commissioners Date

Ginny Favede, Date
Belmont County Commissioner

Matt Coffland /s/ 2/22/12
Matt Coffland, Belmont County Commissioner Date

Dwayne D. Pielech /s/ 2-27-12
Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services Date

FOR ADVANCED HOME HEALTH, INC.
? /s/ 022712
Date

APPROVED AS TO FORM
David K. Liberati /s/ 2-22-12
David K. Liberati Belmont County Prosecutor Date

All contract language is the same as above for the following providers:

Contractor: Helping Hands and Warm Hearts, LLC
PO Box 17, 820 Bond
Barnesville, OH 43713

FOR HELPING HANDS AND WARM HEARTS, LLC
Wendy Jendrusik /s/ 2-27-12
Date

Contractor: Interim Healthcare of SE Ohio, Inc.
253 North Lincoln Avenue, Suite 200
Bridgeport, OH 43912

FOR INTERIM HEALTHCARE OF SE OHIO, INC.
Sharon Jebbia, RN, DSS CSA /s/ 2/28/2012
Date

Contractor: Medical Services of America, Inc.
d/b/a/ Medi Home Private Care
125 Main Street
Wintersville, Ohio 43953

FOR MEDICAL SERVICES OF AMERICA, INC.
Teresa L. Goeltz /s/ 2/28/12
Date

Contractor: Just Right Homecare, Inc.
2197 National Road
Wheeling, West Virginia 26003

FOR JUST RIGHT HOMECARE, INC.
Janice L. Ross /s/ 022712
Date

Upon roll call the vote was as follows:

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

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 22nd day of February, 2012, at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Probst

RESOLUTION – ORDER TO CLOSE ROAD
 Sec. 5553.10 R.C

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of February 8, 2012, and a copy of this resolution be forwarded to the Wayne Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

<u>Mrs. Favede</u> _____,	<u>Yes</u>
<u>Mr. Coffland</u> _____,	<u>Yes</u>
<u>Mr. Probst</u> _____,	<u>Yes</u>

Adopted the 22nd day of February, 2012

Jayne Long /s/
 Clerk, Board of County Commissioners
 Belmont County, Ohio

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:10 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 2:10 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of February, 2012.

 _____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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