

St. Clairsville, Ohio

February 23, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF 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. Thomas, 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-Columbia Gas	Services-911/General Fund	399.54
A-ESRI Sales, Inc.	Software Maintenance-GIS Projects/General Fund	4,187.00
A-Polly Loy	Jury Commissioner/General Fund	500.00
A-Quill	Supplies-Common Pleas Court/General Fund	26.99
A-Quill	Supplies-Common Pleas Court/General Fund	327.91
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	179.27
A-Staples	Supplies-Public Defender/General Fund	114.78
A-URISA	Membership dues-GIS Projects/General Fund	175.00
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	1,326.71
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	485.44
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,746.98
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	502.68
N-Vaughn, Coast & Vaughn, Inc.	Contract services/208 Sewage Upgrade Project	6,600.00
P-Belmont Co. Sanitary Sewer	Services/BCSSD Funds	2,000.00
P-HD Supply Waterworks, Ltd.	Equipment/BCSSD Funds	7,458.43
P-Municipal Utilities	Purchased water/BCSSD Funds	299.52
S-Beth A. Andes, MS, PCC	Counseling Services/District Detention Home Fund	1,102.50
S-Cardmember Service	Activities and supplies/Oakview Juvenile Residential Center Fund	70.91
S-Erb Electric	Fax line/Eastern Ct. General Special Projects Fund	83.00
S-MOS	Printer/Northern Ct. General Special Projects Fund	809.00
S-Richardson Copy Concepts, Inc.	Lease payment/District Detention Home Fund	295.00
S-TSG	Monitor & Windows 7/Eastern Div. Ct. Computer Fund	438.00
S-TSG	Block time/Western Div. Ct. Computer Fund	40.00
S-United Bank	Armory Property Mortgage/Port Authority Fund	1,793.62
S-Walmart Community/GECREB	Food and supplies/Oakview Juvenile Residential Center Fund	293.37
S-Wal-Mart Community	Food and supplies/District Detention Home Fund	2,315.68
Y-Health Plan PPO	March premium/Employer's Share Holding Account	378,352.03

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 26, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$15,760.25; \$14,000.00; \$32,143.62
A-GENERAL/AUDITOR	\$546.57
A-GENERAL/EMA	\$935.64
A-GENERAL/JUVENILE COURT	\$527.60
A-GENERAL/PROBATE COURT	\$1,117.83
A-GENERAL/SHERIFF	\$3,662.16
A-GENERAL/911	\$300.00; \$109,407.20
B-Dog Kennel	\$920.06; \$4,924.85
H-Job & Family, CSEA	\$1,506.44
H-Job & Family, Public Assistance	\$479.45; \$596.64; \$34,533.82
H-Job & Family, WIA	\$18,706.25; \$6,496.22; \$616.00
J-Real Estate Assessment	\$2,978.33
K-Engineer MVGT	\$4,727.44; \$17,183.17
M-Juvenile Ct. – Placement II	\$3,043.17
M-Juvenile Ct. – Title IV-E Reimb.	\$634.71
N-Capital Projects-Facilities	\$695.40
P-Oakview Adm Bldg	\$4,959.30
P-Sanitary Sewer District	\$4,255.00; \$12,673.91; \$125,450.37; \$71,252.16; \$423.73
S-Certificate of Title Adm Fund	\$942.55
S-District Detention Home	\$2,449.95
S-Job & Family, Children Services	\$1,544.57
S-Juvenile Ct. Computer Fund	\$89.40
S-Juvenile Ct. General Special Projects	\$37.38
S-Oakview Juvenile Residential Center	\$3,794.05
S-Senior Program	\$10,198.79; \$5,158.30
S-Sheriff Commissary	\$369.70
S-Western Ct. General Special Projects	\$1,214.84

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0055-A004-B19.000 County Building Expense	E-0256-A014-A01.000 CORSA Costs	\$30,000.00

For costs associated with water damage mitigation, content clean-up and facility reconstruction at the Belmont County Animal Shelter. Claim Number 0160024697 0160024698/loss date - 01/08/14.

K00 MVGT FUND

FROM	TO	AMOUNT
E-2813-K000-K37.000 Other Expense	E-2813-K000-K40.074 Transfer Out	\$157,695.00
E-2811-K000-K13.012 Equipment	E-2813-K000-K44.050 Principal	\$ 86,000.00
E-2811-K000-K13.012 Equipment	E-2813-K000-K45.051 Interest Expense	\$ 2,143.23

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE ENGINEER/M.V.G.T FUND TO BOND RETIREMENT/BRIDGE-RETAINING WALL FUND/O39

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfer between the Engineer MVGT Fund to Bond Retirement/ Bridge-Retaining Wall Fund/O39:

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	E-9218-O039-O05.574 Transfers In	\$157,695.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE BEMONT COUNTY GENERAL FUND AND THE VARIOUS COURTS' SPECIAL PROJECTS FUNDS

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfer between the General Fund and the various Courts' Special Projects Funds:

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$20,000.00

For partial support of two (2) County Court Probation Officers who will be shared by all three courts.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to execute payment of Then and Now Certification dated February 26, 2014, 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. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

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

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

Moving Ohio Forward Demo Program - \$35,542.50 paid into R-9719-T019-T01.501 – Grants on Feb. 26, 2014 for the program in Bellaire.
 \$30,000.00 - Tom's Construction
 3,850.00 - Village of Bellaire
 1,692.50 - Belomar Regional Council
 \$35,542.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mrs. Favede granting permission for county employees to travel as follows:

COMMISSIONERS – Barb Blake, Fiscal Manager, to travel to Columbus, OH, on Feb. 28, 2014, to attend CCAO Workers' Compensation Group Retrospective Rating Program meeting. Estimated costs - \$110.00 mileage reimbursement.

Commissioners Ginny Favede and Matt Coffland to travel to Washington, D.C., on March 204, 2014, to attend the NACo 2014 Legislative Conference. A county vehicle will be used. Estimated expenses for both are \$2,800.00.

DJFS – Lisa Fijalkowski and David Badia, to travel to Columbus, OH, on March 14, 2014, to attend OJFSDA General Session. Estimated expenses: \$24.00. Vincent Gianangeli to travel to Marietta, OH, on March 25, 2014, to attend Region 4 Quarterly Fiscal Meeting. Estimated expenses: \$103.84. Vincent Gianangeli, Lisa Fijalkowski, Linda Kinter, Joyce Bosold and Annette Witchey to travel to Newark, Ohio, on March 27-28, 2014, to attend Ohio Council on Welfare Fraud, Annual Training Conference. Estimated expenses: \$1,256.66

Upon roll call the vote was as follows:

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

REMINDER –The Board’s next regular meeting will be **THURSDAY**, March 6 at 9:00 a.m.

IN THE MATTER OF APPROVING INCREASE IN MONTHLY ALLOTMENT TO THE BELMONT COUNTY TOURISM COUNCIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request of the Belmont County Tourism Council to increase their monthly allotment from \$20,000.00 to \$24,167.00 per month beginning in February 2014. Tourism will be sending the additional \$4,167.00 per month to the Carnes Center to help pay for their utilities.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION OF SUPPORT FOR THE OHIO VALLEY RIVERFRONT DEVELOPMENT COMMITTEE’S GRANT APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR CLEAN OHIO BOND FUNDS

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

Whereas, the Belmont County Board of Commissioners has been informed and is aware that the Ohio Valley Riverfront Development Committee (OVRDC) has submitted their application to the Ohio Public Works Commission for Clean Ohio bond funds to acquire lands in Richland and Pultney Townships that are currently owned by the Belmont County Sewer District 3 and the Belmont County Commissioners encompassing the former Baltimore and Ohio Railroad Right of Way; and

Whereas, said land will be developed for use as a recreational walking, running, and cycling trail for benefit of the public and the enhancement of our county; and

Now, Therefore, Be It Resolved, that the Belmont County Board of Commissioners does hereby support the Ohio Valley Riverfront Development Committee in this endeavor and will assist them as possible.

Be It Further Resolved, it is understood that should the Richland Township Trustees or the Pultney Township Trustees not support this project that the Belmont County Board of Commissioners would also withdraw their support.

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

Adopted this 26th day of February, 2014.

IN THE MATTER OF LIQUOR PERMIT FOR ALDI, INC., OHIO, DBA, ALDI INC. 53 RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH

Motion made by Mr. Thomas, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new liquor permit for ALDI, Inc., Ohio, DBA ALDI Inc. 53, 51660 National Rd., Richland Twp., St. Clairsville, OH 43950). There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: C2 permit-wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP./TRIPLE B SITE

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 1.6 miles of County Road 100, Egypt Valley Road, for the purpose of ingress and egress for drilling activity at the Triple B Site.

Note: RLI Insurance Company Continuation Certificate for Bond # RLB004933 in the amount of \$160,000 is attached.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Kirkwood Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Triple B site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Triple B site (hereafter collectively referred to as “oil and gas development site”) located in Kirkwood Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.6 miles of CR 100, Egypt Valley Road and miles of ~~(~~ for the purpose of ingress to and egress from the Triple B site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Triple B Site (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 100, Egypt Valley Road , to be utilized by Operator hereunder, is that exclusive portion beginning at the I-70 off ramp and ending at the intersection with TR 397 . It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 for any of its Drilling Activities hereunder.
- ~~2. The portion of CR/TR (), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$160,000 & 00/100 DOLLARS (\$ 100,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b.
 - c. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - d. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight. (Bond is already in place.)
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on February 26 , 2013 .

Executed in duplicate on the dates set forth below.

Authority
 By: Matt Coffland /s/
 Commissioner/Trustee
 By: Ginny Favede /s/
 Commissioner/Trustee
 By: Mark A. Thomas /s/
 Commissioner/Trustee
 By: Fred F. Bennett /s/
 County Engineer
 Dated: 2/26/14

Operator
 By: J. Ross Kirtley /s/
 Printed name: Ross Kirtley
 Company Name: Gulfport Energy Corporation
 Title: Chief Operating Officer-Ohio
 Dated: 2/26/14

Approved as to Form:
David K. Liberati /s/ Assistant
 County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL
OF A VENDOR AGREEMENT WITH ATTORNEY
REBECCA BENCH ON BEHALF OF BCDJFS FOR
THE PROVISION OF ADULT PROTECTIVE SERVICES-
LEGAL SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of a Vendor Agreement with Attorney Rebecca Bench, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2014 through February 28, 2015 in the maximum amount of \$10,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services - Legal Services** entered into this 25th day of **February, 2014** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Rebecca Bench**, a provider of **Legal Services** hereinafter referred to as "Provider". This agreement will be effective from **March 1, 2014** through **February 28, 2015** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider **\$80.00 per hour** for 125 Unit hours of service.
- B. The maximum amount billable under this agreement is **\$10,000.00**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 26th day of February 26, 2014 .

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label** at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8:30 A.M. and 4:30 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county and court holidays.**
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
- 15. Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- 16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
- 17. Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 18. Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
- 19. Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 20. Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 21. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

- 22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

<u>Lisa Fijalkowski /s/</u> Signature of CSEA's Representative 2/20/14 Date of Signature	<u>Lisa Fijalkowski, Director</u> Printed Name of CSEA's Representative
<u>John M. Solovan, II /s/</u> Signature of Contractor's Representative 2/20/14 Date of Signature Judge Printed Title of Contractor's Representative	<u>John M. Solovan, II</u> Printed Name of Contractor's Representative 101 W. Main St. Printed Street Address of Contractor St. Clairsville, OH 43950 Printed City, State, and Zip Code of Contractor
<u>Matt Coffland /s/</u> Signature of County Commissioner or Representative 2/26/14 Date of Signature <u>Mark A. Thomas /s/</u> Signature of County Commissioner or Representative 2/26/14 Date of Signature	<u>Ginny Favede /s/</u> Signature of County Commissioner or Representative 2/26/14 Date of Signature <u>David K. Liberati /s/ (Assistant)</u> Signature of Prosecutor, if required by County Commissioners 2-24-14 Date of Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY CLERK OF COURTS

Motion made by Mr. Thomas, seconded by Mr. Coffland, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Clerk of Courts, effective February 1, 2014 through January 31, 2015, in the amount of \$3,164.88.

Note: 66% is federal funds and 34% is the local share. The Clerk of Courts files and maintains court judgment entries and records for CSEA cases.

**Ohio Department of Job and Family Services
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont County Child Support Enforcement Agency** (hereafter "CSEA") enters into this IV-D Contract with the **Belmont County Clerk of Courts** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement

program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from **February 1, 2014 through January 31, 2015**, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case; CSEA initiated IV-D entry filed.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	<u>CKM</u> Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is **\$2.34** per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$3,164.88**.

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$1,076.06	Local Sources
FFP Reimbursement	\$2,088.82	
Total IV-D Contract Cost	\$3,164.88	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** **The performance standards** shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label** at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8:30 A.M. and 4:30 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county and court holidays**.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;

- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

<i>Lisa Fijalkowski /s/</i>	Lisa Fijalkowski, Director
Signature of CSEA's Representative	Printed Name of CSEA's Representative
2/20/14	
Date of Signature	

<i>Cynthia K. McGee /s/</i>	Cynthia K. McGee
Signature of Contractor's Representative	Printed Name of Contractor's Representative
2/20/14	101 W. Main St.
Date of Signature	Printed Street Address of Contractor
Clerk of Courts	St. Clairsville, OH 43950
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor

<i>Matt Coffland /s/</i>	<i>Ginny Favede /s/</i>
Signature of County Commissioner or Representative	Signature of County Commissioner or Representative
2/26/14	2/26/14
Date of Signature	Date of Signature
<i>Mark A. Thomas /s/</i>	<i>David K. Liberati /s/ (Assistant)</i>
Signature of County Commissioner or Representative	Signature of Prosecutor, if required by County Commissioners
2/26/14	2-24-14
Date of Signature	Date of Signature

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with the following providers, on behalf of Senior Services of Belmont County, for homemaker and personal care services effective March 1, 2014 through February 28, 2015, based upon the recommendation of David Hacker, Program Coordinator:

PROVIDER	HOURLY RATE
Advanced Home Health	\$15.50 per hour
IC Home Care	\$15.25 per hour
Interim Homestyle Services	\$15.50 per hour
Just Right Home Care, Inc.	\$14.88 per hour
Addus Healthcare, Inc.	\$15.25 per hour

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

**BELMONT COUNTY COMMISSIONERS
SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 2014 (option for 2015)**

This contract is entered into as of the 1st day of March, 2014, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County (SSOBC)** ("Purchaser" or "Commissioners") and **Advanced Home Health, IC Home Care, Interim Homestyle Services, Just Right Home Care, Inc. and Addus Healthcare, Inc.**, (hereinafter "Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSOBC, 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: Senior Services of Belmont County 45240 National Road St. Clairsville, OH 43950 740-695-4142
Contractor:	Advanced Home Health 280 East Main Street St. Clairsville, OH 43950 740-699-7007 IC Staffing Solutions, LLC d/b/a IC Care 100 Main Street, Suite 215 Wheeling, WV 26003 304-905-8160 Interim Homestyle Services 253 North Lincoln Ave., Suite 200 Bridgeport, OH 43912 740-635-0045 Just Right Home Care, Inc. 2197 National Road Wheeling, WV 26003 304-233-1414 Addus Healthcare, Inc.

2401 South Plum Grove Road
Palatine, IL 60067
803-957-0500

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 the Belmont County Board of Commissioners d/b/a Senior Services of Belmont County 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, 2015, 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, 2015. The renewal or extension may not extend beyond February 28, 2016.

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 SSOBC, 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 SSOBC, 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 (SSOBC) 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 SSOBC.
7. Contractor may not contract with the Client for other services without SSOBC’s permission.

B. Purchaser Responsibilities (meaning SSOBC on behalf of Purchaser)

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this contract to Contractor in a timely manner so they can be properly addressed. 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 SSOBC;

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 **SEE RATE NOTED ABOVE** 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, Contractors 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 SSOBC.

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 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 Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

28. NON-DISCRIMINATION

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

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, military status, 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 efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& SSOBC)

<u>Matt Coffland /s/</u>	<u>2/26/14</u>
Matt Coffland, President	Date
Belmont County Commissioners	
<u>Ginny Favede /s/</u>	<u>2/26/14</u>
Ginny Favede,	Date
Belmont County Commissioner	
<u>Mark Thomas /s/</u>	<u>2/26/14</u>
Mark Thomas,	Date
Belmont County Commissioner	
<u>David Hacker /s/</u>	<u>2/25/2014</u>
David E Hacker, Program Coordinator	Date

Senior Services of Belmont County

For Advanced Home Health

(Not Legible) /s/ 02-25-14
Date

For IC Staffing Solutions, LLC d/b/a IC Care

(Not Legible) /s/ 02/25/14
Date

For Interim Homestyle Services

Cecilia A. Sable RN /s/ 02/25/14
Date

For Just Right Home Care, Inc.

Janice Riss, President /s/ 022514
Date

For Addus Healthcare (South Carolina), Inc.

Diane Kumarrou /s/ 02/25/14
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-26-14
Date

David K. Liberati

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi asked if Tourism is paying for the utility costs at the Historic Sheriff’s Residence and not the General Fund. He thinks it should be paid from Tourism dollars. Mrs. Favede agreed, but they have not moved in yet. Since the building is empty right now, she felt it was our responsibility. Mr. Bianconi also suggested Tourism pay for street lights on Mall Road; the original Mall Road. He said they have been off for years. Mr. Thomas said there are three issues here: The Mall lights; there are some ODOT lights there, and some Richland Township lights there. Mr. Coffland said the Richland Township lights are the ones in question. Mr. Thomas said he was not sure there were any county lights in question. He said he would look into it. Mr. Coffland explained originally the lights were put in as part of the construction of the new Mall. The agreement was Richland Township would pay the lighting bill. According to the Trustees, there were some lighting problems, and the Trustees said they would pay the bill once the lights were up and operating. The question is, who is going to get the lights up and operating. Mr. Coffland said that was where it was left two years ago. It is an ongoing issue that we are trying to work with the Cafaro’s and Richland Township. Mr. Coffland noted the board approached the Tourism Council to look at helping the county with some future infrastructure, water and sewer funding.

Mr. Bianconi requested a list showing county debt. He wants to see how much was paid on principal and interest for the last few years. Mrs. Favede said it is her understanding it is close to \$30 million. Mr. Thomas read the exact figure of \$30,928,931.00.98. He read a list of debt and offered a copy of the list to Mr. Bianconi. He suggested Mr. Bianconi see the Auditor for more detailed information as his office prepared the document read by Mr. Thomas.

Johnny Waugh asked if all the funds moved for Mall Road to the TID would come back to the Commission if the state pulls out. Mr. Thomas answered, “Yes.”

Richard Hord inquired as to the cost of the boards’ recent trip to Chicago. Mr. Thomas said he was unsure as they had just gotten back yesterday and suggested that Mr. Hord could check back in a week or two but that it was a nominal amount. Mr. Thomas explained the board made presentation to Moody’s for the first time since 2008. The purpose of the trip was to update Moody’s Investor Services on the state of the county. He said each Commissioner took turns talking about the state of the county. Mr. Thomas advised Mr. Hord of the subject matter presented and upcoming financing. Auditor Sutak spoke of real estate values, county finances, trends, the 2014 budget, current General Fund supported debt, outstanding obligations, and proposed financing. We have an A1 Moody’s rating and are trying to get bumped up to an AA rating. The higher your bond rating, the cheaper you can borrow money. If we are able to go from an A1, which is an excellent rating, up to an AA, we will be able to borrow money at a lesser rate and also alleviate having to purchase what’s called bond insurance. Bond insurance goes along with the financing of this type of debt. That premium is in the neighborhood of \$60,000-\$70,000 every time you do a bond issuance. Mrs. Favede stated, “There was a change in the way that Moody’s decided to value the value of the PERS system retirement program and due to that change, 126 municipalities in the State of Ohio subsequently had their Moody’s rating reduced. So for Belmont County to have the opportunity to stay at our current rating or be increased speaks significantly on our history of managing our finances here as well as the very bright economic future that we have here.” She added, “Just to answer your question, my flight I think was \$450.00, cab to and from the airport, I think \$42.00 one way, \$37.00 the other way and \$24.00 for parking at the airport. Ballpark maybe \$600.00 total.”

Mr. Thomas explained the difference between bond insurance and the Moody’s rating to Frank Papini. He said within two weeks or so we should have a report issued by Moody’s with a new rating. Mr. Thomas also explained the board is refunding, refinancing \$6 million of debt that goes back into the 1990’s at a lower interest rate. The total refinancing package that we are proposing is a little over \$9 million. \$6 million of that is old debt to be refinanced. \$3 million is new debt that we are putting towards our water system with the end result being the ability to increase the gallons of water that we can serve the public and the private industry in the next five years. This is going to be bundled into one package. Mr. Papini asked if this was needed to bridge the gap until monies are realized from oil and gas? Mr. Thomas said yes. He advised in order for us to accommodate the current growth and to be pro-active to stay ahead of the game, to accommodate what is coming down the road, we want to do this. Mr. Coffland said his biggest concern when he speaks with the Director of the Water Dept. is to be able to serve new hotels/motels and mall growth. Part of growth is government providing the infrastructure so it can grow. Johnny Waugh asked if all this means new jobs for Belmont County residents. Mr. Coffland advised that over the last five years unemployment in Belmont County has gone from 12½ % down to 7.2%. There are companies every day hiring. Mr. Thomas stated, “I think the important thing to note, and we keep saying this and it seems repetitive, but everyone needs to understand, other than the jobs that are here within the county, we don’t create jobs. You understand that what we are doing on an almost daily basis and what we did in Chicago over the last 48 hours is laying the foundation for the private sector to create the jobs.”

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:00 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, Facilities Manager, 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:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:25 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE HIRING OF
BRIANNA WILSON AS A FULL-TIME OFFICE ASSISTANT
FOR THE SWITCHBOARD/MAIL CLERK/RECEPTIONIST
POSITION/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Brianna Wilson as a full-time Office Assistant for the switchboard/mail clerk/receptionist position for the Belmont County Commissioners office at the rate of \$ 9.25 per hour beginning Monday, March 3, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF COMPENSATION REGARDING
TEMPORARY ASSIGNMENTS OF EMPLOYEES TO
HIGHER CLASSIFICATIONS WITHIN THE BOARD
OF COMMISSIONERS' OFFICE STAFF**

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

Whereas, the Belmont County Board of Commissioners occasionally finds the need to cover for an absent employee by assigning another employee to do his/her work and additional unrelated tasks of another classification due to the absence and,

Whereas, the Board wishes to compensate the employee who is not only doing their normal work as per the responsibilities but also the different responsibilities assigned to the higher classification the employee is assigned,

Now, Therefore, Be It Resolved, that the Board adopts the following policy as it relates to those specific work circumstances as explained above:

Temporary Assignments

When an employee of the Belmont County Board of Commissioners office staff is officially directed to handle the responsibilities of an employee in a higher classification who is off work for five (5) or more consecutive work days, the employee shall be temporarily assigned to the absent employee's classification. Along with the temporary assignment, the employee shall be paid at the lowest step in the salary schedule for the temporary classification. The rate for the temporary assignment must be, at least, five percent (5%) higher than the employee's current rate of pay. If it is not, the employee shall be paid at the next higher step.

Upon roll call the vote was as follows:

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

BREAK

FEBRUARY 28, 2014, RECOVERED AT 2:49 P.M.

PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER THOMAS

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:50 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 2:50 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of March, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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