

St. Clairsville, Ohio

January 21, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of January 14, 2009, were read, approved and signed.

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Casey Kelley	Maintenance Fee-Treasurer/General Fund	125.00
A-Columbia Gas	December Service-Eastern Court/General Fund	814.11
A-Columbia Gas	Service-911/General Fund	1,182.89
A-Columbia Gas	December Service-Bethesda Bldg./General Fund	5,561.57
A-Crystal Springs	Water-Treasurer/General Fund	14.74
A-Crystal Springs	Water-Treasurer/General Fund	20.72
B-Doan Ford, Inc.	New Vehicle-Dog Kennel/Dog and Kennel Fund	21,347.90
B-Forms Plus	Envelopes/Dog and Kennel Fund	820.16
M-ALLTEL	Utilities/Intake Coordinator-Juvenile Court Fund	346.48
M-Gabriel Brothers	Clothing/Placement II-Juvenile Ct. Fund	743.35
O-Ohio Dept. of Development	January Payment/Fox Commerce Park/St. Loan Repayment Fund	3,298.10
P-American Electric Power	Misc. Service/WWS#1 Revenue Fund	593.68
P-Belmont Co. Sanitary Sewer	Nov., Dec., Service/WWS#1 Revenue Fund	8,030.04
P- Bd. Of Trustees, Water Dept.	December Service/WWS#1 Revenue Fund	18,143.09
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	392.00
P-Sal Chemical	Materials/BCSSD Funds	3,084.00
S-Association of Municipal/City Judges of Ohio	Dues/Northern Ct. General Special Projects Fund	150.00
S-Comcast	Internet/Juvenile Court Computer Fund	59.00
S-Technology Services Group, Inc.	Maintenance Contract/Northern Div. Ct. Computer Fund	3,500.00
S-The AME Croup	Hardware Maintenance/Northern Div. Ct. Computer Fund	1,566.00
S-American Express	Travel/Juvenile Ct. General Special Projects Fund	257.34
S-Belmont Co. Court-Western	Loan for software imaging/Northern Div. Ct. Computer Fund	10,000.00
S-Belmont Senior Services	February Operating Expenses/In Home Care Levy-Comm on Aging	130,724.00

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for January 21, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$6,911.23
A-GENERAL/AUDITOR	\$3,034.58
A-GENERAL/CHEST CLINIC	\$181.02
A-GENERAL/SHERIFF	\$86.14; \$122.22; \$4,019.24
A-GENERAL/911	\$9,577.86
B-Dog and Kennel	\$880.15
E-911	\$926.75
H-County Home, Park Health	\$26,952.88; \$16,688.79
H-Job & Family, Public Assistance	\$2,746.78; \$1,069.67; \$38,717.45; \$8,579.34
H-Job & Family, WIA	\$39,687.75
K-Engineer MVGT	\$10,765.06; \$5,525.38; \$22,090.19
M-Juvenile Ct. Placement Services	\$31,877.00
M-Juvenile Ct. – Title IV-E Reimb	\$369.35
P-Sanitary Sewer District	\$33,281.47; \$1,080.83
S-District Detention Home	\$114.36; \$10,679.89
S-Juvenile Ct. – Gen. Special Projects	\$225.00
S-Job & Family, Children Services	\$10,071.23
S-Oakview Juvenile Residential Center	\$3,113.08
S-Port Authority	\$155.86

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P31.000 OE Oper	E-3702-P005-P25.000 Purchased Water	\$100,000.00
SSD#3B	SSD#3B	
E-3707-P056-P15.000 OE Oper	E-3707-P056-P09.000 Sewage Disp.	3,000.00
E-3707-P056-P16.074 OE Trans Out	E-3707-P056-P11.000 Adv. & Print	5.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PORT AUTHORITY FUND

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

FROM	TO	AMOUNT
E-9799-S012-S06.000 Marketing/Promotion	E-9799-S012-S02.006 Hospitalization Ins.	\$ 306.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

FROM	TO	AMOUNT
E-1511-W080-P09.000 Personnel - SVAA	E-1511-W080-P01.002 Salaries - VOCA	\$ 1,250.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COUNTY AND MUNICIPAL COURTS

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-0040-A002-G02.002	Salaries-Employees	\$ 560.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

E-0056-A006-E11.006 Hospitalization	\$3,113.16
E-0121-A006-B09.003 PERS	\$3,112.16
E-0170-A006-G11.000 Other Expenses	\$1,648.32
E-0181-A003-A11.000 Other Expenses	\$2,233.16
E-0131-A006-A15.007 Unemployment	<u>\$1,886.35</u>
Total	\$11,993.15

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COMMON PLEAS COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	
	Supervisory Fees Collected	\$ 1,990.66
	(December, 2008)	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE H005 WORKFORCE DEVELOPMENT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

WORKFORCE DEVELOPMENT FUND		
E-2600-H005-H01.000 (In School Youth)	141,401.25	
E-2600-H005-H02.000 (Out-School Youth)	94,267.50	
E-2600-H005-H03.000 (Adult)	226,113.77	
E-2600-H005-H04.000 (Disl. Worker)	186,525.46	
E-2600-H005-H05.000 (Admn.)	149,631.54	
E-2600-H005-H06.000 (Rapid Response)	<u>56,680.00</u>	
TOTAL	854,619.52	

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

WIA AREA 16 FUND

E-2610-H008-H01.000	Belmont Co. DJFS-WIA	955,316.06
E-2610-H008-H02.000	Carroll Co. DJFS-WIA	431,523.79
E-2610-H008-H03.000	Harrison Co. DJFS-WIA	251,206.49
E-2610-H008-H04.000	Jefferson Co. DJFS-WIA	<u>1,175,016.24</u>
TOTAL		2,813,062.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-1810-L001-L01.002	Salaries	\$14,228.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE JUVENILE COURT PLACEMENT SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

M-64 PLACEMENT SERVICES

E-0400-M064-M05.000	Placement Costs	\$ 31,877.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE STATE HOMELAND SECURITY GRANT/EMA**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-1723-P093-P10.075	Advances Out	\$ 18,519.90
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S025 CHILDREN SERVICES FUND 50 SS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

S025 CHILDREN SERVICES FUND 50 SS

E-2766-S025-S10.074	Transfers Out	\$ 36,563.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHABILITATION S030 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

OAKVIEW JUVENILE REHABILITATION S030

E-8010-S030-S40.000	Grant Holding Account	60,996.35
E-8010-S030-S51.002	Salaries	115,438.42
E-8010-S030-S53.000	Medical	1,510.67
E-8010-S030-S54.000	Food	1,236.38
E-8010-S030-S55.010	Supplies	2,067.50
E-8010-S030-S56.000	Motor Vehicle	2,000.00
E-8010-S030-S57.000	Travel & Staff Development	533.33
E-8010-S030-S58.000	Communications	6,274.90
E-8010-S030-S59.000	Utilities	18,500.00
E-8010-S030-S60.000	Maintenance & Repair	7,417.33
E-8010-S030-S61.000	Rental	0.00
E-8010-S030-S62.000	Printing & Advertising	849.96
E-8010-S030-S63.000	General & Other	375.00
E-8010-S030-S64.012	Equipment	0.00
E-8010-S030-S65.000	Indirect Costs	3,040.00
E-8010-S030-S66.003	PERS	10,000.00
E-8010-S030-S67.004	Workers' Compensation	5,000.00
E-8010-S030-S68.006	Hospitalization	20,000.00
E-8010-S030-S69.007	Unemployment Compensation	0.00
E-8010-S030-S70.005	Medicare	5,000.00

E-8010-S030-S71.000	Education/Recreation	300.00
E-8010-S030-S73.000	ACA Accreditation	0.00
E-8010-S030-S74.000	Youth Activity Fund	0.00
TOTAL		260,539.84

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	195.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S066 MENTAL RETARDATION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

E-2410-S066-S84.074	TRANSFERS OUT	\$1,000,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S067 RESERVE ACCOUNT-MENTAL RETARDATION**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

S067 RESERVE ACCOUNT-MENTAL RETARDATION

E-2411-S067-S20.000	OTHER EXPENSES	\$ 500,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S069 MR/DD MEDICAID RESERVE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

S069 MR/DD MEDICAID RESERVE FUND

E-2413-S069-S01.011	CONTRACT SERVICES	\$ 500,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE DRUG COURT ENHANCEMENT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-1592-T004-T01.011	Drug Court Enhancement Grant	\$ 3,758.41
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 18,508.00
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Draw Number 383, 384 & 385 – Grant #B-C-07-007-1 & #B-C-07-007-2

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 21, 2009.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 153,520.19

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 21, 2009.

E-1511-W080-P13.000 Printing \$ 100.00
E-1511-W080-P02.010 Supplies \$ 207.00
E-1511-W080-P09.000 Personnel \$1,250.00
TOTAL \$1,557.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS
FOR THE STATE HOMELAND SECURITY GRANT/EMA**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following REPAYMENT OF CASH ADVANCE of funds for the State Homeland Security Grant/EMA as follows:

FROM	TO	AMOUNT
STATE HOMELAND SECURITY GRANT	GENERAL FUND	
E-1723-P093-P10.075 Advances Out	R-0040-A000-A48.575 Advances In	18,519.90

Upon roll call the vote was as follows:

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

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

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

JUVENILE COURT – Various employees to attend Intercourt Conference on March 5, 2009, at the Deer Creek Conference and Resort Center. The Court has paid the registration fee and no overnight accommodations are required.

JUVENILE COURT – Jennifer Shunk to attend Court Management Training in Columbus, OH, on March 10-March 13, 2009. This conference is paid in full by Juvenile Court funds.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$18,508.00 paid into R-9702-T011-T05.501 CDBG-Grant CHIP on Jan. 20, 2009. Grant #B-C-07-007-1 & B-C-07-007-2. Draw No. 383, 384, & 385.

FEMA-Hazard Mitigation Neffs Fund - \$153,520.19 paid into R-9712-T070-T01.501 on January 15, 2009. Draw No. 9.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi requested the figures for the past 2 years on how much has been spent on gas and electric at the old jail, Mediterranean Building and Hab Center for calendar years 2007 and 2008. Commissioner Favede informed him there are no utilities on at the old jail or Sheriff’s residence. Fiscal Manager, Cindi Henry advised that the utilities were turned off at the Mediterranean when the records were removed from storage.

Richard Hord asked for an update on the Jefferson-Monroe-Belmont Riverfront Project initiated by Congressman Charlie Wilson. The board had no new information to report. Mr. Hord was advised he could attend those open meetings. Mr. Hord asked if funding for the Port Authority and Department of Development would remain the same as last year. Commissioner Probst advised the Board is still working on the budget and have no definite answer at this time.

Mr. Bianconi and Mr. Hord discussed the difficulty reaching the unemployment office by phone and the need to be able to speak to someone face to face in Belmont County. Commissioners agreed and said they will look into this matter.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: January 7, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF COMMISSIONERS ANNUAL REORGANIZATION MEETING

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners Annual Reorganization Meeting of January 12, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REQUEST FOR PERMISSION TO PURCHASE THREE (3) PROMOTIONAL BILLBOARDS FOR "FAIR HOUSING MONTH"

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the request of the Belmont County Fair Housing Commission for permission to purchase three (3) promotional billboards from Lamar Advertising for "Fair Housing Month" during the month of April at the estimated cost of \$2,200.00 to be paid from Fair Housing grant funds.

Upon roll call the vote was as follows:

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

Note: This will be paid through CDBG grant funds available for Fair Housing expenditures.

IN THE MATTER OF APPROVING PAYMENT OF ANNUAL DUES FOR THE COUNTY ENGINEERS ASSOCIATION OF OHIO

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$3,511.30, a per capita assessment of five cents, in accordance with Ohio Revised Code Section 325.21.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AGREEMENT TO SUBORDINATE THE COUNTY'S LIEN POSITION/CHIP GRANT

Motion made by Mrs. Favede, seconded by Mr. Probst to sign and approve the following Agreement to subordinate the county's lien position on the home of Charles and Aretta Baldwin, 55082 Poplar Street, Lansing, Ohio, 43994.

Note: The county holds 3 liens on the property through a past CHIP Grant and the Baldwin's are refinancing their mortgage.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that American General Home Equity, of 22 Elm Terrace, Wheeling, West Virginia, 26003, shall loan the sum of **\$51,709.00** to **Charles H. Balwin and Aretta S. Baldwin (Married)**, of 55082 Poplar Avenue, Lansing, Ohio, 43994, upon the security of a mortgage upon real property of said:

See attached legal description.

The undersigned, Charles R. Probst, Jr., Ginny Favede, and Matt Coffland, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said American General Home Equity, of 22 Elm Terrace, Wheeling, West Virginia, 26003, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgages thereon, dated August 13, 2002 and September 18, 2002, executed and delivered to the Belmont County Recorder, by said **Charles H. Balwin and Aretta S. Baldwin (Married)**, and recorded in Volume 860, at Pages 138-141, and Volume 863, Pages 725-727, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages American General Home Equity is now the owner and holder.

Charles R. Probst, Jr. Ginny Favede, and Matt Coffland, Belmont County Commissioners, have caused their names to be subscribed hereto this 21st day of January, 2009.

Belmont County Commissioners:
 By: Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr.
Ginny Favede /s/
 Ginny Favede
Matt Coffland /s/
 Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATION FOR PAYMENT #10 FROM S.A. COMUNALE CO., INC./ BELMONT CO. JAIL ADDITION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following Applications for Payment #10 from S.A. Comunale Co., Inc., Fire Protection contractor, in the amount of \$460.00 for the Belmont County Jail Addition Project, based upon the recommendation of Craig Van Horn, Architect, Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer:

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ROC (Rx OHIO COLLABORATIVE) FORM OF PHARMACY BENEFIT MANAGEMENT AGREEMENT BETWEEN EXPRESS SCRIPTS, INC. AND COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the ROC (Rx Ohio Collaborative) Form of Pharmacy Benefit Management Agreement between Express Scripts, Inc. and Belmont County Commissioners, effective February 1, 2009 for a three (3) year initial term.

THIS PHARMACY BENEFIT MANAGEMENT AGREEMENT ("Agreement") will be effective as of the date set forth in Section 6.1 and is entered into by and between EXPRESS SCRIPTS, INC., a Delaware corporation on behalf of itself and its subsidiaries ("ESI"), and BELMONT COUNTY COMMISSIONERS, organized under the laws of the State of Ohio ("Sponsor").

RECITALS

A. ESI, either directly or through its subsidiaries, engages in pharmacy benefit management services, including, among other things, pharmacy network contracting, pharmacy claims processing, mail and specialty drug pharmacy, and formulary and rebate administration ("PBM Services");

B. The Founders (as defined below) pursued a cooperative purchasing and health management effort in pursuit of like Strategies (as defined below) to improve the quality, efficiency and reduce the cost of health care, particularly as to matters related to the purchase and dispensing of pharmaceutical products, and have contracted with ESI under substantially similar terms for the provision of pharmacy benefit management services ("ROC Agreements");

C. The ROC Agreements provide that ESI will make available certain terms and conditions of the ROC Agreements to public entities in the State of Ohio as set forth herein ("Public Entity Terms");

D. Sponsor desires to contract with a provider of pharmacy benefits management services that agrees to (1) embrace the Strategies, (2) work cooperatively with the Sponsor in Sponsor's efforts to identify its best interests and better serve the Enrollees of Sponsor, particularly with respect to the purchase of Covered Drugs, benefits and services, and (3) render some pharmacy benefit management services on a pay for performance basis where vendor revenue is dependent at least in part on the performance of quality services, and Sponsor provides or arranges for the provision of the Services, including a prescription drug benefit for Enrollees and desires to contract with ESI on an exclusive basis under the Public Entity Terms;

E. Accordingly, ESI desires to provide or arrange for the provision of pharmacy benefit management services under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I - DEFINITIONS

Capitalized terms shall have the meanings ascribed to them below:

"Administrative Fees" means the fees charged to Sponsor by ESI as set forth in Appendix B, for each Claim.

"Ancillary Charge" means the difference in price between a Generic Drug and its Brand Drug equivalent paid by Enrollee due to Sponsor's Plan design as defined in the EBD.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as First Data Bank or other source recognized in the retail prescription drug industry selected by ESI for all clients. The applicable AWP for prescriptions filled in (a) Participating Pharmacies and CuraScript will be the AWP for the package size from which the prescription drug was dispensed, and (b) in the Mail Service Pharmacy the AWP for the lesser of: (i) the NDC code for the package size from which the prescription drug was dispensed, or (ii) package sizes of 100 units or 16 ounce quantities, or the next larger quantity if such specified quantities are not available.

"Brand Drug" means means a Drug approved for distribution in the United States and marketed under exclusive or licensed arrangements, including being marketed under a proprietary, trademark protected name, and sold by fewer than three (3) manufacturers.

"Copayment" means that portion of the charge for each Covered Drug dispensed to the Enrollee that is the responsibility of the Enrollee (e.g., copayment, coinsurance and/or deductible) as indicated on the Set-Up Forms.

"Covered Drug(s)" means means any one of (a) a substance recognized by an official pharmacopoeia or Formulary, (b) a substance intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, (c) a substance (other than food) intended to affect the structure or any function of the body, and (d) a substance intended for use as a component of a medicine but not a device or a component part of an accessory or a device.

"CuraScript" means means a subsidiary of ESI, or any successor to CuraScript or a similar corporation or other business entity which is a subsidiary of or controlled by ESI and is approved by Sponsor as an acceptable Specialty Product Pharmacy which operates a licensed Pharmacy which dispenses primarily Specialty Products to Enrollees. For purposes of this Agreement, CuraScript is not considered a Mail Service Pharmacy.

"Disease Management Program" means a Utilization Management Program designed to benefit Enrollees diagnosed with specific conditions, such as diabetes or congestive heart failure, with the goal of producing and implementing a plan tailored to each Enrollee's unique circumstances for managing the Enrollee's health status.

"Dispensing Fee" means the amount Sponsor is charged by the designated Pharmacy, as per the Prescription fee for dispensing a Prescription or authorized refill to an Enrollee, in an amount specified on the Pricing Schedule.

"Drug Utilization Review" or "DUR" means a Utilization Management Program designed to review Covered Drug utilization by Enrollees with the goal of improving safety in the administration of Sponsor's Covered Drug benefit.

"Eligibility Files" means the list submitted by Sponsor to ESI in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

"Enrollee" means each person, both contract holders and dependents, who Sponsor determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.

"Enrollee Submitted Claim" means a paper claim submitted by an Enrollee for Covered Drugs dispensed by a pharmacy other than a Participating Pharmacy or for which the Enrollee paid cash.

"Formulary" means the list of FDA-approved Prescription Drugs and supplies and a limited group of non-prescription Drugs (e.g., insulin) developed either by ESI's Pharmacy and Therapeutics Committee and selected and adopted and/or customized by Sponsor.

"Founders" means Ohio Public Employees Retirement System, School Employees Retirement System of Ohio, State Teachers Retirement System of Ohio and The Ohio State University.

"Generic Drug" means a Prescription Drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA; the designation of a product as a "Generic Drug" and/or subject to MAC ("Maximum Allowable Cost") for all purposes of this Agreement, including the Pricing Schedule, determining the Generic Drug Fill Rate, generic fill rate levels or generic drug utilization by Sponsor's Enrollees, is determined by ESI using data elements provided by First DataBank or other source recognized in the retail drug industry as described in the then current ESI Brand-Generic Algorithm.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"Ingredient Cost" means the amount charged to Sponsor by ESI for Covered Drugs dispensed under the Plan, excluding Dispensing Fees and Administrative Fees.

"Mail Service Pharmacy" means a duly licensed pharmacy operated by ESI or its subsidiaries, other than CuraScript, where prescriptions are filled and delivered to Members via mail delivery service.

"Manufacturer Administrative Fees" means those administrative fees paid by pharmaceutical manufacturers to, or otherwise retained by, ESI pursuant to a contract between ESI and the manufacturer and directly in connection with ESI's administering, invoicing, allocating and collecting the Rebates under the Rebate program.

"MAC List" means a list of Prescription Drug products identified as readily available as a Generic Drug, generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List), which are deemed to require pricing management due to the number of manufacturers, utilization and pricing volatility and the prices for the Drugs; the MAC List may include payment schedules which specify the maximum unit Ingredient Cost payable by Sponsor for drugs on the MAC List.

"Medicaid Subrogation Claim" means subrogation claims submitted by any state under Medicaid or similar United States or state government health care programs for which Sponsor is the primary payor.

"Non-Founder Sponsor" means any client of ESI, excluding the Founders, which participates in the ROC and executes an agreement substantially in the form of this Agreement for purposes of the aggregation of the measurement and penalties, if any, of the Performance Guarantees, and certain clinical guarantee fees. For purposes of this definition, Sponsor is a Non-Founder Sponsor.

"Participating Pharmacy" means any licensed retail pharmacy with which ESI has executed an agreement to provide Covered Drugs to Members.

"Pharmacy Management Fund" or "PMF" has the meaning assigned to it in Section 2.5(c) of this Agreement and is in the amount determined as specified in the Pricing Schedule.

"Pharma Revenue" means Rebates and Manufacturer Administrative Fees

"Plan" means the design and details of Sponsor's Covered Drug benefit including days supply limitations, Copayment requirements, Formulary (including Formulary drug selection, relative cost indication, and any Custom Formulary), and other specifications set forth in this Agreement or otherwise designated in writing by Sponsor and agreed to be administered by ESI as part of this Agreement.

"Physician Consultation" means a Utilization Management Program intended to educate physicians about Drug, health care products and medications for the purpose of improving the quality of care rendered to Enrollees, evaluating an Enrollee's overall health and the Drugs prescribed to that Enrollee, improving the cost effectiveness of physician prescribing patterns and sharing Formulary or Utilization Management information with physicians, all designed to improve the quality of care and the Covered Drug benefit available to Enrollees.

"Prescription Drug Claim" means an Enrollee Submitted Claim, a Medicaid Subrogation Claim or any other transaction submitted to ESI for payment or processing or other handling and which involves the dispensing of a Covered Drug to an Enrollee; a "generic claim" relates to the dispensing of a Generic Drug, a "brand claim" relates to the dispensing of a Brand Drug and a "specialty claim" relates to the dispensing of a Specialty Product.

"Pricing Schedule" means the document attached to and made a part of and incorporated into this Agreement and labeled "Appendix B Pricing Schedule," and which specifies and lists the prices, fees, guaranteed savings, Generic Drug Fill Rate or methods for determining the prices or fees for certain of the Services and Utilization Management Programs to be provided by ESI, the guaranteed savings for certain Utilization Management Programs, or Generic Drug Fill Rate factors, and the terms of certain other understandings of the Parties as to aspects of this Agreement, all of which are agreed to by and binding upon the Parties.

"Rebates" means retrospective rebates that are paid to ESI, or otherwise retained by ESI, pursuant to the terms of a rebate contract negotiated independently by ESI with a pharmaceutical manufacturer, and directly attributable to the utilization of certain pharmaceuticals by Members. For the purpose of this Agreement, Rebates include Manufacturer Administrative Fees (defined above). Rebates do not include other product discounts or remuneration received by subsidiary pharmacies of ESI as more fully described in Appendix B.

"Rx Ohio Collaborative" or "ROC" means the group consisting of public organizations, agencies or instrumentalities or like entities that have contracted with ESI under substantially similar terms for the provision of pharmacy benefit management services, including services related to the sale of pharmaceutical products and claims adjudication relating to such sales. The Rx Ohio Collaborative or ROC is not an entity or legal person and is not a joint venture, partnership or similar undertaking. There are no ownership, membership, equity or similar interests with respect to the ROC. The ROC does not involve any pooling of assets, sharing of profits or other business relationships or activities common to the conduct of a business enterprise. The ROC is merely the name given to the cooperative purchasing and health management efforts of those entities that have contracted with ESI under like terms and in pursuit of like Strategies to improve the quality, and efficiency of and reduce the cost of health care, particularly as to matters related to the purchase and dispensing of pharmaceutical products.

"Services" means those services provided by ESI to or on behalf of Sponsor as listed in Recital E. on the first page of this Agreement together with the services, Utilization Management Programs and similar items identified in this Agreement and the Pricing Schedule and elected by Sponsor as services or programs to be provided by ESI to Sponsor during the term(s) of this Agreement.

"Set-Up Forms" means any standard ESI document or form, which when completed and signed by Sponsor, will describe the essential benefit elements and coverage rules adopted by Sponsor for its prescription drug program.

"Single Source Generic Drug" means a Generic Drug licensed and currently marketed from only one non repackager generic labeler within a generic class number ("GCN").

"Specialty Drug List" means a mutually agreed to list of Specialty Products and their reimbursement rates, under the applicable (exclusive or open) option set forth on the Pricing Schedule and selected by Sponsor, which is attached to this Agreement as Appendix B, as updated from time to time upon mutual agreement of the Parties, typically having one or more of several key characteristics, including: frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and to increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements; protein synthesis is involved in the manufacturing process; and/or development of the Drug is associated with research conducted as part of or in any way related to the Human Genome Project.

"Strategies" means the health care initiatives discussed and described in Appendix A.

"Usual and Customary Price" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

"UM Company" means an independent, third party utilization management company as further described in Section 2.3(d).

"Utilization Management Programs" means programs and activities, including, but not limited to, those identified in Appendix B of this Agreement and the Pricing Schedule, designed for the purpose of improving health and safety of Enrollees who purchase Covered Drugs, promoting cost savings and, where appropriate, encouraging the dispensing of Covered Drugs that are chemically different but deemed therapeutically similar to the Drug prescribed, and similar activities with like objectives.

"Zero Balance Billing" means that an Enrollee shall pay the lesser of (i) the Copayment, (ii) the Ingredient Cost plus the Dispensing Fee, (iii) Usual and Customary cost, or (iv) MAC List price plus the Dispensing Fee for a Prescription dispensed through a Participating Pharmacy.

ARTICLE II - PBM SERVICES

2.1 Eligibility/Set Up. Sponsor will submit a completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, and ESI will accurately implement the Set-Up Forms and Eligibility Files. Changes to the Set-Up Forms must be documented on ESI's standard amendment forms. Eligibility performed manually by ESI for Sponsor, or material changes to the Eligibility File processes requested by Sponsor during the term may be subject to additional fees set forth on Appendix B. Sponsor will be responsible for all Prescription Drug Claims during the period of the Enrollee's eligibility as indicated on the Eligibility File, except in the event of ESI's negligence. ESI will not be responsible for Prescription Drug Claims for retroactively termed Members.

2.2 Pharmacy Network.

(a) Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies as identified in Appendix B, and will make available an updated list of Participating Pharmacies on-line. ESI maintains multiple networks, and periodically consolidates networks or migrates clients to other networks, in order to capitalize on certain operational efficiencies and other benefits associated with a streamlined network offering. ESI will notify Sponsor of any changes that would materially adversely affect Enrollee access to Participating Pharmacies and work with Sponsor in good faith to mitigate any such effects.

(i) ESI will require each Participating Pharmacy to meet ESI's participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also performs electronic and on-site audits of Participating Pharmacies to determine compliance with provider agreements with ESI. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Sponsor. To compensate ESI for the cost of conducting audits, ESI charges an audit fee in the amount set forth in Appendix B upon recovery of overpayments attributable to the Plan. Copies of the Participating Pharmacy participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. If the prescription and applicable law do not prohibit substitution of a Generic Drug for the prescribed Brand Drug, or if the Mail Service Pharmacy obtains the consent of the prescriber, the Mail Service Pharmacy will dispense the Generic Drug substitute to the Enrollee.

(c) Specialty Products. Members may have prescriptions filled through CuraScript on an exclusive basis, or through CuraScript and Participating Pharmacies (each as described in Appendix B). ESI will assist in the transfer of prescriptions to, or assist Members to obtain new prescriptions to be filled at, CuraScript for Members filling Specialty Products through the Mail Service Pharmacy (if applicable). Sponsor hereby authorizes ESI and CuraScript to communicate with Members and physicians regarding the transition from Mail Service Pharmacy (or other pharmacies) to CuraScript, as well as to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescription through CuraScript.

(d) Pharmacy Help Desk. ESI will provide 24-hours a day, 7-days a week toll-free telephone support and Internet site to assist Pharmacies with Enrollee eligibility verification and questions regarding reimbursement, Covered Drug benefits under the Plan or other related concerns.

2.3 Claims Processing.

(a) On-Line Claims Processing. ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and CuraScript. ESI will perform a standard concurrent drug utilization review ("DUR") analysis of each prescription submitted for processing on-line by a Pharmacy in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Enrollee. Sponsor or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Enrollee Submitted and Medicaid Subrogation Claims. If elected by Sponsor, ESI will process Enrollee Submitted Claims and/or Medicaid Subrogation Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(c) Prior Authorization. For the fees set forth on Appendix B (if applicable), ESI will provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Form. Prior authorized drugs must meet Sponsor-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Sponsor authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines, unless Sponsor directs that Sponsor be provided such issue for determination. In determining whether to authorize coverage of such drug under the PA Program, ESI will apply only the Guidelines and may rely entirely upon information about the Enrollee and the diagnosis of the Enrollee's condition provided to it from sources deemed reliable to ESI. ESI will not undertake to determine medical necessity, to make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the physician.

(d) Appeals. ESI will not conduct any appeals of denied Enrollee Submitted Claims or PA requests. If Sponsor does not desire to conduct appeals itself, Sponsor may elect to have ESI facilitate appeals through the UM Company for the fees set forth in Appendix B, or through a third party of Sponsor's choice. In any case, ESI will route to UM Company (Sponsor or other Sponsor designated entity) Enrollee appeals properly sent to ESI's designated address.

(i) UM Company. In the event Sponsor elects to utilize the UM Company through ESI, the UM Company will be responsible for conducting the appeal on behalf of Sponsor in accordance with state law requirements, and Sponsor acknowledges and agrees that:

(A) ESI is not acting as a fiduciary in connection with the appeals being conducted by the UM Company, and ESI will not be named by Sponsor as a fiduciary in connection with such appeals; the UM Company, and not ESI, will be conducting appeals on behalf of Sponsor; the UM Company is an independent contractor of ESI, and ESI does not in any way control or direct the UM Company with respect to appeals conducted by the UM Company; and

(B) With respect to the appeals designated by Sponsor for UM Company to perform, the UM Company will have full authority and full discretion to interpret the terms of Sponsor's plan, make all findings of fact and conduct the appeals.

(ii) Recourse. ESI represents to Sponsor that ESI's agreement with UM Company (a copy of which is available upon request) provides that ESI will require the UM Company to contractually agree that it will conduct appeals in accordance with applicable state law and Sponsor's plan (e.g., if an appeal is approved or denied, the UM Company will be responsible for sending approval or denial letters consistent with the content and timing required under state law). Further, Sponsor is a third party beneficiary of such agreement and the remedies set forth therein; and the UM Company will indemnify Sponsor for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services. ESI will not be liable to Sponsor for any injury or damages arising as a result of the UM Company's acts or omissions.

(e) Call Center. ESI will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist Sponsor, Sponsor's agents and Members with Enrollee eligibility and benefits verification, location of Pharmacies or other related Enrollee concerns.

2.4 Formulary Support and Rebate Management.

(a) Formulary Adherence and Clinical Programs. Upon written election of Sponsor, ESI will provide the then available Formulary management, clinical, safety and/or trend programs identified on Appendix B, or such other programs as ESI may introduce from time to time, some of which may require payment of additional fees.

(b) Rebate Program. ESI will pay to Sponsor the amounts set forth on Appendix B.

2.5 Program Operations.

(a) Reporting. ESI will make available to Sponsor ESI's on-line standard management information reporting applications. At the request of Sponsor, ESI may develop special reporting packages or perform custom programming at ESI's standard hourly rate for such services, as set forth in Appendix B.

(b) Claims Data.

(i) Claims Data Retention. ESI will retain Sponsor's claims data in media and formats determined by ESI for a total of seven (7) years from the date the prescription is filled. Thereafter ESI will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement.

(ii) Claims Data to Vendors. Upon Sponsor's written request and at no additional charge, ESI will provide regular prescription claims data in ESI's standard format(s) to Sponsor's vendors ("Vendors") for disease management, flexible savings account and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Requests for retrieval of data beyond thirty (30) months are subject to the hourly custom programming charge set forth in Appendix B.

(iii) De-Identified Claims Data. ESI may use both during and after the term of this Agreement and/or transfer to third parties the anonymized PHI (de-identified in accordance with HIPAA) drug and related medical data collected by ESI or provided to ESI by Sponsor for research, provider profiling and other databases for benchmarking, drug trend, cost analyses, cost comparisons or other business purposes of ESI.

(c) Pharmacy Management Funds. ESI will provide Pharmacy Management Funds ("PMF") up to \$3.00 per Enrollee solely to fund mutually agreed upon services and programs directly related to the pharmacy benefit administered under this Agreement, subject to the following:

(i) PMF amounts must be based on the fair market value of the direct expenses of the service or program funded, and either Sponsor or ESI may use the PMF to cover the fair market value of related expenses for projects requiring joint resources. Funds may not be used in connection with the Medicare Part D program without ESI's consent, which consent will not unreasonably be withheld following a regulatory assessment.

(ii) Sponsor will submit adequate documentation to support reimbursement within 180 days of incurring the applicable expense.

(iii) Sponsor represents and warrants that (A) it will only use the PMF as reimbursement for its actual expenses incurred in performing the service or program and the services were performed or provided; (B) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses to be incurred by Sponsor; (C) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations.

(iv) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis, unless otherwise required by law or accepted accounting principles. Sponsor will have no right to interest on, or the time value of, any PMF. Unused funds shall be retained by ESI. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach of this Agreement prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements are not payable until this Agreement is executed.

(d) Sponsor Audits. Provided that this Agreement has been duly executed by Sponsor and Sponsor is current in the payment of invoices under this Agreement, Sponsor may, upon written request, audit the prescription management services provided pursuant to this agreement on an annual basis (unless additional audits are warranted), consistent with the Audit Protocol set forth in Appendix D. Sponsor may use an independent third party auditor ("Auditor"), so long as such Auditor does not have a conflict of interest with ESI (as determined by ESI acting reasonably and in good faith), and provided that Sponsor's Auditor executes a mutually acceptable confidentiality agreement. Any request by Sponsor to permit an Auditor to perform an audit will constitute Sponsor's direction and authorization to ESI to disclose PHI to the Auditor.

(e) Performance Standards. ESI will conform to the performance standards set forth on Appendix C hereto. The payments set forth in Appendix C will be Sponsor's sole monetary remedy for any failure by ESI to meet a performance standard in addition to any correction or reimbursement associated with payment or billing errors.

ARTICLE III - FEES; BILLING AND PAYMENT

3.1 Fees. In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts and other administrative fees ("Fees") set forth in Appendix B. Fees and Rebates are conditioned on ESI's exclusive status hereunder.

3.2 Billing and Payment.

(a) Billing ESI will bill Sponsor weekly by means of an invoice for all applicable Fees.

(b) Payment. Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within two (2) days from the date of Sponsor's receipt of each ESI invoice. Upon two (2) weeks prior notice to ESI, Sponsor may elect to be billed and pay invoices on a basis that decreases or increases the average age of the Claims. If Sponsor makes that election, there shall be an adjustment to the per Prescription Drug Claim Administrative Fee of six cents (\$0.06) per Prescription Drug Claim per day multiplied by the average difference in the age of the Prescription Drug Claims. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.0% per month or, if lower, the highest interest rate permitted by law. In addition to any rights under Section 6.2, ESI may apply Rebate amounts otherwise owed to Sponsor against any unpaid Fees.

(c) Deposit. If, at any time: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

ARTICLE IV – HIPAA; CONFIDENTIAL INFORMATION

4.1 HIPAA. The parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under HIPAA, they are subject to the terms of the Business Associate Agreement set forth in Appendix E.

4.2 Confidential Information.

(a) Each party agrees that the terms of this Agreement and information of the other party, including, but not limited to the following, will constitute confidential and proprietary information ("Confidential Information"): (i) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Sponsor: Sponsor and Enrollee information data, Eligibility Files, business operations and strategies. Neither party will use the other's Confidential Information, or disclose it or this Agreement to any third party (other than Sponsor attorneys and accountants), at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction. Confidential Information does not include information which is or becomes generally available to the public; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement.

(b) Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: (i) access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or (ii) probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

ARTICLE V - COMPLIANCE WITH LAW; PRICING BENCHMARKS; FIDUCIARY ACKNOWLEDGEMENTS; FINANCIAL DISCLOSURE

5.1 Compliance with Law; Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon the services provided hereunder, other than taxes based on the net income of ESI. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 6.4 hereof. If there is a change in federal or state laws or regulations or the interpretation thereof, regulatory, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder, then there shall be an appropriate modification of the services, reimbursement rates, administrative fees and/or Rebates such that the parties are returned to their comparable economic position as of the Effective Date. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate the Agreement on thirty (30) days prior written notice to the other.

5.2 Pricing Benchmarks. The parties understand that pricing indices historically used, (and that are the basis in this Agreement), for determining the financial components of pharmacy billing rates are outside the control of Sponsor and ESI. The parties also understand there are extra-market industry, legal, government and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions of the parties as intended under this Agreement. The parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing stability as intended and not to advantage either party to the detriment of the other. Accordingly, to preserve this mutual intent, if ESI undertakes any or all of the following:

(a) changes the AWP source across its book of business (e.g., from First DataBank to MediSpan); or

(b) maintains AWP as the pricing index with an appropriate adjustment as described below, in the event the AWP methodology and/or its calculation is changed, whether by the existing or alternative sources; or

(c) transitions the pricing index from AWP to another index or benchmark (e.g., to Wholesale Acquisition Cost),

Participating Pharmacy, CuraScript and Mail Service Pharmacy rates, rebates and guarantees, as applicable, will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement. ESI shall provide Sponsor with at least ninety (90) days notice of the change (or if such notice is not practicable, as much notice as is reasonable under the circumstances), and written illustration of the financial impact of the pricing source or index change (e.g., specific drug examples). If Sponsor disputes the illustration or the financial impact of the pricing source, the parties agree to cooperate in good faith to resolve such disputes.

5.3 Fiduciary Acknowledgements. In providing services under this Agreement, Sponsor acknowledges and agrees that neither it nor the Plan will name ESI or any of ESI's wholly-owned subsidiaries as a "plan fiduciary." Sponsor further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries: (i) are acting on behalf of any employee welfare benefit plan (as defined in Section 3(1) of ERISA or state law) or participants in such plans, or as a fiduciary (as defined in Section 3.21(a) of ERISA or state law) of any Plan; (ii) have any discretionary authority or control respecting management of the Plan's prescription benefit program, but rather provides administrative services for the drug benefit program within a framework of policies, interpretations, rules, practices, and procedures chosen by Sponsor; or (iii) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor, if any exist. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets, if any, is retained by Sponsor, the Plan or some other person or entity. ESI will have the right to terminate PBM Services to any Plan (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Sponsor, a Plan, or an Enrollee in any capacity.

5.4 Disclosure of Certain Financial Matters. In addition to the administrative fees paid to ESI by Sponsor, if any, ESI and ESI's wholly-owned subsidiaries derive margin from fees and revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Appendix F hereto ("Financial Disclosure"). In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries act on their own behalf, and not for the benefit of or as agents for Sponsor, Members or the Plan. ESI and ESI's wholly-owned subsidiaries retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Sponsor acknowledges that neither it, any Enrollee, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Sponsor amounts equal to the

amounts expressly set forth on Appendix B. Nothing in the Financial Disclosure is intended to supersede any of the specific financial terms and conditions agreed to under this Agreement.

ARTICLE VI - TERM AND TERMINATION; DEFAULT AND REMEDIES

6.1 Term. This Agreement will commence effective the later of February 1, 2009, or the date that is ten (10) days following ESI's execution of this Agreement ("Effective Date"), and will continue for a period of three (3) years ("Initial Term"), and may be terminated earlier or extended in accordance with the terms of Section 6.2 below. Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms ("Renewal Term"), subject to the right of termination as otherwise provided herein.

6.2 Termination.

(a) Non-Renewal Upon Notice. Not less than ninety (90) days prior to the end of the Initial Term or any Renewal Term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term. Notwithstanding any provision in this Agreement to the contrary, in no event will the Services relating to the Participating Pharmacy benefit or the Mail Service benefit of this Agreement be terminable "without cause" prior to the expiration of the Initial Term by either party. During any Renewal Term, the provisions of this Agreement providing for Services related to the Participating Pharmacy benefit, Mail Service benefit and/or Specialty Product benefit may be terminated by Sponsor upon one hundred and eighty (180) days' prior written notice.

(b) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

(c) Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon forty-eight (48) hours written notice if Sponsor fails to pay ESI or provide a deposit, if required, in accordance with the terms of this Agreement. ESI attempts collection through written and verbal communications with Sponsor prior to sending the notice described herein.

(d) Obligations Upon Termination. Upon notice of termination of this Agreement for any reason, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI provision of open Mail Service Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Enrollee Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set forth in Appendix B.

6.3 Remedies.

(a) Remedies Not Exclusive. A party's right to terminate this Agreement under Article VII will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.

(b) Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to strikes, labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations set forth in Section 7.3(d), each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

(d) Indemnification.

(i) In addition to any indemnification obligations set forth in the Business Associate Agreement, ESI will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) ESI's negligent acts or omissions or willful misconduct, or (B) ESI's breach of this Agreement.

(ii) To the extent allowable by law, Sponsor will indemnify and hold ESI harmless from and against any Costs for Claims which may be asserted against, imposed upon or incurred by ESI and arising as a result of (A) Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or breach of this Agreement, or (B) any improper use Sponsor, an Auditor or Vendor may make of PHI or ESI System access provided to such party,

(iii) As a condition of indemnification, the party seeking indemnification will notify the indemnifying party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and will tender the defense of such claim to the indemnifying party. No party will be obligated to indemnify the other with respect to any claim settled without the written consent of the other.

6.4 Survival. The parties' rights and obligations under the last sentences of Sections 2.4(b), Articles III, IV and V; and Sections 6.2(d), 6.3, 6.4 and Article VII will survive the termination of this Agreement for any reason.

ARTICLE VII - MISCELLANEOUS

7.1 Liability Insurance. Each party will maintain such policies of general liability, professional liability and other insurance of the types and in amounts customarily carried by their respective businesses. Proof of such insurance will be available upon request. ESI agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the Mail Service and CuraScript pharmacies, and managed care liability with limits, excess of a self insured retention, in amounts of not less than \$5,000,000 per occurrence and in the aggregate. ESI does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by ESI, to have in place a self-insurance program

7.2 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and will be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
Attn: President
One Express Way
St. Louis, Missouri 63121
With copy to Legal Department
Fax No. (800) 417-8163

Belmont County Commissioners
Attn: Judy Jenewein
101 W. Main Street
St. Clairsville, Ohio 43950

Fax No. (740) 699-2154

7.3 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between ESI and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, will be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party will have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

7.4 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto; provided that this Agreement may not be assigned by Sponsor without the prior written consent of ESI following a standard credit review, which consent will not unreasonably be withheld.

7.5 Integration; Amendments. This Agreement and any Appendices hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the parties or the agents of the parties who are authorized in writing.

7.6 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of Ohio, without regard to the rules of conflict of laws thereof.

7.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

7.8 Third Party Beneficiary Exclusion. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members as against ESI. Sponsor and ESI reserve the right to amend, cancel or terminate this Agreement without notice to, or consent of, any Enrollee.

7.9 Medicare (QRDP) Services. The parties agree that as relates to any qualified retiree prescription drug plan ("QRDP") established by Sponsor under Medicare for the purpose of applying for subsidy payments as defined under 42 CFR §423.886, ESI will provide the services under the terms and conditions set forth in Appendix G.

IN WITNESS WHEREOF, the undersigned have executed this Pharmacy Benefit Management Agreement as of the day and year below set forth.

EXPRESS SCRIPTS, INC

BELMONT COUNTY COMMISSIONERS

By: _____
Printed Name: _____
Title: _____
Date: _____

By: Charles R. Probst, Jr. /s/
Printed Name: Charles R. Probst, Jr.
Title: President
Federal ID Number: 34-6000236
Date: 1/21/09

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT BETWEEN
PRESBYTERIAN HOMES, INC. (PHI), PARK HEALTH REALTY,
LLC (PHR) AND COMMISSIONERS/PARK HEALTH CENTER**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement between Presbyterian Homes, Inc. (PHI), Park Health Realty, LLC (PHR), and the Belmont County Commissioners as of January 11, 2009 for the roadway repair and maintenance, priority admission, signage and PHI's waiver of their Right of First Refusal relative to the lease/sale of Belmont County Park Health Center.

AGREEMENT

This is an Agreement among Presbyterian Homes, Inc. ("PHI"), Park Health Realty, LLC ("PHR"), and the Belmont County, Ohio Board of County Commissioners (the "Commissioners") collectively "the Parties" entered into as of January 11, 2009.

Whereas the Commissioners have awarded a bid by PHR to lease and purchase the Park Health Center at 100 Pine Avenue, St. Clairsville, Ohio 43950, subject only to PHI's right of first refusal, and whereas the Parties have a mutual interest in timely resolution of certain issues; and Whereas, Pine Avenue is a common roadway used by PHI's Kennedy Park residential area and by Park Health Center; and

Whereas PHI has requested an agreement for priority admission to Park Health Center for the residents of Kennedy Park after PHR leases and buys the facility; and

Whereas PHI desires to change the signage at the entrance onto Pine Avenue off U.S. Route 40;

The Parties agree as follows:

1. Roadway Repair and Maintenance.

Effective during the term of the lease that results from the bid, the Commissioners will repair and maintain Pine Avenue in its present condition up to second fork North of Route 40 (i.e., at the drive that leads to the front of Park Health Center and Park Health Center's upper parking lot¹) ("Easement Area"). After the sale of Park Health Center closes, PHR and its successors and assigns will repair and maintain the Easement Area in its present condition. PHI will not have any responsibility for maintaining the Park Health Center parking lots or the drives leading to them from Pine Avenue, nor will the Commissioners or PHR have any responsibility for maintaining Pine Avenue beyond the Easement Area (the second fork North of Route 40).

During the term of the lease, PHI and PHR will enter into a Permanent Easement Agreement setting forth the maintenance and repair agreement in the foregoing paragraph, keeping the general purpose of that agreement, but incorporating metes and bounds and more precise language in the interest of further clarifying the obligation.

If any of the Parties undertakes to have Pine Avenue dedicated as a City Street, the remaining Parties will cooperate with that effort, short of incurring any expense, but each of the latter may also assist or incur expense at its sole option.

¹The first fork North of Route 40 leads to the lower parking lot at the rear of Park Health Center).

2. Priority Admission to Park Health.

PHR and PHI agree that residents of Kennedy Park shall be admitted to Park Health Center on a priority basis up to and including ten (10) beds, as openings may arise, provided such priority is not prohibited by federal law, state law, rules or regulations. Park Health Center is not required to hold open for admission any beds which are anticipated to be requested in the future. If such openings are not available, residents of Kennedy Park shall be placed on the waiting list for accommodation.

3. Signage.

Upon the commencement of the lease, PHI may remove and replace the current signage for Kennedy Park at the entrance to Pine Avenue off Route 40 at their sole expense. Also upon commencement of the lease, PHR may erect a sign at that location for the Park Health Center at PHR's expense. The location and size of any such signage by PHI and PHR shall be as reasonably agreed upon between PHR and PHI. PHI and PHR are each responsible for securing any necessary regulatory approvals for same, respectively.

3. Waiver of Right of First Refusal.

If PHI has not already done so, PHI hereby gives notice that it waives its right of first refusal to purchase or reacquire Park Health Center or the land on which it is situated, whether under the Agreement entered into between PHI and the Commissioners on or about January 10, 1990 or any amendments thereto, or under the deed that conveyed that property from PHI to the Commissioners or any amendments thereto, or under any otherwise presently existing right.

In the event that any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future applicable law or regulation, then and in that event, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by the partial invalidity of any clause or portion thereof.

IN WITNESS WHEREOF, the parties hereto have read this Agreement, understand all of its terms and duly executed it voluntarily as of the first date written above.

PRESBYTERIAN HOMES, INC.

By: Jeffrey J. Davis /s/

Its: Jeffrey J. Davis, Sr. VP/CFO

PARK HEALTH REALTY, LLC.

By: Frank E. Murphy /s/

Frank E. Murphy, Manager

THE BELMONT COUNTY OHIO BOARD OF COMMISSIONERS:

Charles R. Probst, Jr. /s/

Commissioner

Matt Coffland /s/

Commissioner

Ginny Favede /s/

Commissioner

Approved as to Form by the Belmont County Prosecuting Attorney:

By: David K. Liberati, /s/ Assistant

Upon roll call the vote was as follows:

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

DISCUSSION-Commissioner Probst explained the county will continue to maintain the entrance roadway to Park Health Center till the sale is final as has always been done.

**IN THE MATTER OF APPOINTING
COMMISSIONER GINNY FAVEDE TO THE
JEFFERSON-BELMONT SOLID WASTE AUTHORITY BOARD**

Motion made by Mr. Coffland, seconded by Mr. Probst to appoint Commissioner Ginny Favede as the Board's representative to the Jefferson-Belmont Solid Waste Authority Board per O.R.C. 3734.54(C) for a one-year term effective January 1, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING
COMMISSIONER GINNY FAVEDE TO
THE FAMILY & CHILDREN FIRST COUNCIL
OF BELMONT COUNTY**

Motion made by Mr. Coffland, seconded by Mr. Probst to appoint Commissioner Ginny Favede as the Board's representative to the Family & Children First Council of Belmont County per O.R.C. 121.37 for a one-year term effective January 1, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING
COMMISSIONER GINNY FAVEDE TO THE
BELMONT COUNTY RECORDS COMMISSION**

Motion made by Mr. Coffland, seconded by Mr. Probst to appoint Commissioner Ginny Favede as the Board's representative to the Belmont County Records Commission per O.R.C. 149.38 for a one-year term effective January 1, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:10 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 11:10 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of January, 2009.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK