

St. Clairsville, Ohio

June 16, 2010

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Telephone/General Fund	470.57
A-Kristi Takacs	Transcripts/General Fund	1,512.00
A-Lexis Nexis	Family Law Handbook 2010-Prosecutor/General Fund	86.71
A-North Point	Treatment/General Fund	61.11
A-Speedway Super America	Gasoline-Ed Gorence/General Fund	165.16
A-OPEX Communications, Inc.	Telephone-Public Defender/General Fund	10.28
B-BP	Gasoline/Dog and Kennel Fund	462.94
B-Crossroads Counseling	May 2010 counseling/Indigent Drivers Alcohol Fund	1,690.43
G-Belmont Co. Tourism Council, Inc.	June Operating Expenses/Lodging Excise Tax Fund	20,000.00
J-Spatial Solutions, Inc.	Software(Larry/GIS)/Real Estate Assessment Fund	240.00
K-Wells Fargo Payment Center	Visa Card/Engineer's MVGT	212.03
O-Ohio Water Dev. Authority	Bond payment-Interest/WWS#3 Bond Account	2,812.00
P-American Electric Power	Service-Angelo Rd./WWS#1 Revenue Fund	15.40
P-American Electric Power	Service-Oakview Bldg./Oakview Admin. Bldg. Fund	1,789.10
P-Municipal Utilities	Purchased Water/BCSSD Funds	290.88
P-National Bond Utility	Materials/WWS#3 Revenue Fund	252.56
P-WW System #3	OE Transfer Out/WWS# Reserve Phase I-Bond Account	5,188.20
P-WW System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	151.54
S-Crystal Springs	Water/Western Ct. General Special Projects Fund	70.50
S-ERB Electric	Camera Repair/Western Div. Court Computer Fund	127.25
S-Lexis Nexis	ORC Discs/Western Ct. General Special Projects Fund	101.94
S-Lilienthal Southeastern	Laser Checks/Clerk of Courts Computer Fund	325.00
T-Chase Bank	CDBG Fund	45,931.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	2,363.44
W-Lexis Nexis	Monthly Charges/Law Library	6,761.00
W-Matthew Bender & Co.	Books/Law Library Fund	408.44
W-West Payment Center	Information Charges/Law Library Fund	481.60
Y-Belmont Co. Drug Task Force	Drug Task Force Monies-Prosecutor	5,739.55

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 16, 2010 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$35,105.44; \$2,518.56
A-GENERAL/(Ambulance Contracts)	\$143,000.00
A-GENERAL/AUDITOR	\$359.65
A-GENERAL/CHEST CLINIC	\$873.50
A-GENERAL/EMA	\$384.74
A-GENERAL/JUVENILE	\$281.99
A-GENERAL/SHERIFF	\$2,907.08
H-Job & Family, CSEA	\$12,706.05
H-Job & Family, Public Assistance	\$6,163.28; \$39,170.03; \$1,682.26; \$719.23
H-Job & Family, WIA	\$457,942.54
K-Engineer MVGT	\$23,847.02; \$376.31; \$44.75
M-Juvenile Ct. - Placement II	\$95.78
M-Juvenile Ct. - Title IV- Reimb.	\$181.64
M-Juvenile Officer Grant	\$132.30
P-Sanitary Sewer District	\$446.24; \$1,742.35; \$195.76; \$2,498.60; \$10,661.65; \$2,528.44; \$2,143.17
	\$2,513.80
P-Special Emergency Planning-LEPC	\$1,140.52
S-District Detention Home	\$11,236.33
S-Job & Family, Children Services	\$34,520.70
S-Oakview Juvenile Residential Center	\$2,053.16
S-Sheriff Commissary	\$1,549.83
S-Western Court Gen. Special Projects	\$1,185.98
S-Western Div. Court Computer	\$2,401.02

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A28.000 Other Expenses	E-0064-A002-A06.000 Transcripts	\$ 3,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>CARE AND CUSTODY</b>	<b>CARE AND CUSTODY</b>	
E-0400-M060-M50.000 Grant Holding Account	E-0400-M060-M25.002 Salaries	4,794.63
E-0400-M060-M50.000 Grant Holding Account	E-0400-M060-M71.002 Substance Abuse	4,515.09

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE TREASURER'S OFFICE/DRETAC FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T02.010 Supplies	E-1410-W082-T05.003 PERS	\$ 250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR MAY 2010**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of May 2010.

**Gross Wages P/E 05/08/10 to 05/22/10**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,271.21
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	683.86
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,091.99
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,227.02
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,211.26
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,069.22
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,102.54
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,184.68
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,183.62
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,157.46
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.42
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	5,845.10
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,615.70
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,237.51
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	3,570.43
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,895.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,811.48
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,865.18
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,838.57
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>451.91</u>
			<b>64,280.64</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	689.61
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,806.89
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	300.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	700.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	25.84

Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	370.00
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	390.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH Emer Rediness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	110.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	850.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	45,925.37
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,930.10
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,692.35
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,338.10
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,260.39
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,665.23
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	998.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	447.50
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	308.65
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	751.54
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	708.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	493.63
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	313.60
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,634.18
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	6,410.75
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	649.53
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,300.91
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	199.32
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	27.09
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	5,770.12
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,076.72
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,915.08
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	22,055.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	526.26
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,036.76
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	122.40
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	91.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	465.98
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUVENILE CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	32.34
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,753.28
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	245.00
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	188.46
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	499.18
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	633.84
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			206,906.14

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 16, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF 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 - \$27,731.50 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on June 10, 2010, Grant #B-C-07-00702 (\$1,980.50) Draw No. 410 and Grant #B-C-09-007-2 (\$25,751.00) Draw No. 411 and \$72,578.00 paid into R-9702-T022-T05.501 CDBG-Grant CHIP on June 14, 2010, Grant #B-C-09-007-1 and #B-C-09-007-2 Draw No. 412.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR M&G ARCHITECTS & ENGINEERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of Invoice #11028 for M&G Architects & Engineers, in the amount of \$25.42 for the Eastern Division Court Building project for the period of 5/1/10 through 5/31/10.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SALES AGREEMENT WITH AVTEX SOLUTIONS ON BEHALF OF BELMONT CO. 911 FOR THE PURCHASE OF THE CITY WATCH COMMUNITY NOTIFICATION SYSTEM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Sales Agreement with AVTEX Solutions, on behalf of Belmont County 911, in the amount of \$47,150.00 for the purchase of the City Watch Community Notification System, an automated messaging system.

*Note: This is being funded through a Homeland Security Grant. It is a reverse 911 system that sends phone calls warning of dangerous weather conditions or dangerous situations.*

**City Watch  
Sales Agreement**

This Agreement is made on June 16, 2010 between AVTEX Solutions (herein “Seller”) a Minnesota Corporation with it’s principle office located at 9401 James Avenue South, Suite 180 in Bloomington, Minnesota 55431 and Belmont County 911 Center located at 68331 Bannock Road in St. Clairsville, OH 43950.

A. In accordance with the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to buy the equipment and services (herein “system”) as set forth for a Automated Messaging.

The purchase price (excluding all applicable taxes) is Forty Seven Thousand One Hundred and Fifty Dollars (\$ 47,150.00) which the buyer agrees to pay to Seller in the following manner;

**Within 30 Days of AVTEX Solutions Invoice.**

B. The location at which the System will be installed is:  
Belmont County 911 Center  
68331 Bannock Road  
St. Clairsville, OH 43950

The estimated installation date is:  
**to be determined.**

C. THE ADDITIONAL TERMS AND CONDITIONS ACCOMPANYING THIS PAGE CONSTITUTES AN INTEGRAL PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized Representatives Buyer:

**Belmont County 911 Center:**

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

Date: 6/16/10

**Avtex Solutions:**

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

Terms & Conditions

**D. Training**

Seller shall provide (1) user training sessions at no additional charge. User training include 2 days of on-site instruction on the use of the System hardware and software features.

**E. System Warranty**

Included in the purchase price is 2 full years of warranty that the System will be free from defects in material and workmanship for a period of 2 years from the date of Installation. If a component fails during this period and such failure is caused by a defect in material and/or workmanship, then Seller shall, at its option, repair or replace the failed component. This Warranty shall include all computer hardware components, all purchased software components, software revisions, 800 telephone technical support from AVTEX Solutions and remote system administration. This Warranty shall become void if the system is altered, repaired or moved by anyone other than Seller, its employees, or agents. This Warranty does not cover damage to the System caused by; mishandling, abuse, improper storage or operation, accident or disaster, acts of God such as fire and water damage. No other Warranties expressed, implied, or statutory are made and all such warranties are hereby disclaimed. Without limitation to the previous, Seller expressly disclaims the implied warranty of fitness for a particular use, other than as stated in this Agreement.

Seller does not warrant that operation of the System will be uninterrupted or error free. Further, although Seller’s System is designed to be reasonably secure from unauthorized intrusions, they are not invulnerable to fraud or ‘hacking’. Therefore Seller makes no express or implied warranty against such fraud or ‘hacking’.

Under no circumstances shall Seller be deemed liable for consequential, incidental or special damages or commercial loss resulting from the Buyers purchase, use, operation, or installation of the System.

**F. Installation Date**

The term “Installation Date” means the first business day on which the System is operational. Minor variances in performance of the System which do not materially or adversely affect the operation of the system do not apply.

**G. Software License Grant**

Buyer is hereby granted an indefinite, non-exclusive and non-transferable license to use the System Software and any optional applications software that it part of this Agreement, Solely for Buyer’s own business use and only on the System (s) for which the Software is first provided and installed at no additional cost. The license shall I no way entitle Buyer to claim any ownership interest or other proprietary right in the Software. Buyer may not make copies of the Software (except for backup purposes) nor use the Software for the purpose of reverse engineering or decompiling the Software. Title to the software shall remain vested in Seller.

**H. Grant of Security Interest**

Buyer shall acquire title to the System upon payment in full to Seller of the Purchase Price plus all applicable taxes. As long as any part of the Purchase Price remains outstanding, title to the System shall remain with Seller, and Seller shall retain a security interest in the System until all

amounts due are paid in full. Buyer shall execute any documents which are necessary to perfect Seller's interest in the System, including but not limited to a UCCI form.

**I. Financing Option**

In the event Buyer obtains third party financing for the System, all deposit Monies paid to Seller shall be refunded to Buyer upon payment in full from the third party financing source. Buyer agrees that the installation of the System shall be delayed if Buyer specifies in writing that it intends to utilize a third party financing source and Buyer has not obtained a firm commitment from third party source within ten (10) days prior to the System Installation Date.

**J. Representation of Buyer**

Buyer warrants and represents that Buyer has the corporate or other necessary power and authority to make and/or perform this Agreement and that the making and performance of this Agreement by Buyer has been duly authorized by all necessary corporate or other action and will not violate any provision of law of Buyer's Articles of Incorporation or Bylaws.

**K. Default**

In the event either party materially breaches any provision of this Agreement, including any payment obligations, such party shall be deemed in default in such party does not cure any such material breach within thirty (30) days after receiving notice from the other party. In the event of Default, the non-defaulting party shall have the option to terminate this Agreement and shall have all the rights and remedies available under the Uniform Commercial Code, as well as the rights and remedies under applicable laws in equity.

**L. Taxes**

All taxes levied or based on price shall be added to the Purchase Price for the System and paid by Buyer.

**M. Databases**

Seller in no way accepts responsibility for the accurateness or completeness of any household or business database files provided to Buyer from Seller. Seller utilizes databases supplied by 3<sup>rd</sup> party sources. Databases information supplied by Seller includes listed household and business data only. Due to occurrences beyond the control of Seller or 3<sup>rd</sup> party sources, databases can be inaccurate or incomplete due to moves, incorrect information, and unlisted telephone numbers.

**N. Force Majeure**

The obligations of Seller hereunder shall be suspended to the extent and for the period of time that it is hindered or prevented from performing because of acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, or any other cause beyond Seller's reasonable control.

**O. Assignment**

Either party may assign its rights under this Agreement upon receiving written consent of the other party which consent shall not be unreasonably withheld or delayed. Seller may delegate its obligation with respect to the installation and warranty maintenance of the System.

**P. Entire Agreement**

This Agreement supersedes all proposals and negotiations between Seller and Buyer, and no representation or statement not expressed herein, or attached to, shall be binding on either party. This agreement may only be changed by an instrument in writing, signed by both parties, and shall be governed by the laws of the State of Minnesota.

**Q. Attachments**

The agreement shall comply with the Attachment A and contained hereto that include: Attachments A: Quote and product and service listing.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN FAIRFIELD CO. DJFS AND THE BELMONT CO. BOARD OF COMMISSIONERS ON BEHALF OF BELMONT CO. DJFS**

Commissioner Favede presented the following resolution and moved its adoption.

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE FAIRFIELD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County Department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and

WHEREAS, the Belmont County Department of Job and Family Services has sufficient funding levels remaining in its Temporary Assistance to Needy Families (TANF) – Regular, and Temporary Assistance to Needy Families - Administration allocations to provide mandated services for the remainder of the State fiscal year ending June 30, 2010, and will provide all mandated services for the remainder of the State fiscal year, regardless of funding; and

WHEREAS, the Belmont County Department of Job and Family Services certifies that the release of these funds will not leave the County at a funding level below the expenditure level of the preceding State fiscal year, and that this is a one time adjustment that will expire at the end of the State fiscal year, June 30, 2010: and

WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) for the Fairfield County Department of Job and Family Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to release \$100,000 in Temporary Assistance to Needy Families – Regular, and \$100,000 in Temporary Assistance to Needy Families - Administration to Fairfield County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Fairfield County Departments of Job and Family Services.

Commissioner Coffland seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

“AYES”: Commissioners Favede and Coffland

“NAYS”: None

“ABSENT”: Commissioner Probst

Adopted this 16<sup>th</sup> day of June, 2010.

Jayne Long, Clerk /s/

**IN THE MATTER OF RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE FAIRFIELD CO. DJFS AND THE BELMONT CO. DJFS AND THE BELMONT CO. BOARD OF COMMISSIONERS ON BEHALF OF BELMONT CO. DJFS**

Commissioner Favede presented the following resolution and moved its adoption.

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE FAIRFIELD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County Department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and

WHEREAS, due to changes in funding for State fiscal year 2010, the Belmont County Department of Job and Family Services is faced with funding deficits and shifting of costs to balance the respective agency budgets. The Ohio Department of Job and Family Services offers counties the opportunity to transfer funds to share with other counties. Because of the loss of Income Maintenance Control funds in State fiscal year 2010, the Belmont County Department of Job and Family Services can utilize additional Income Maintenance Control dollars to lessen the loss of these funds on County operations and cover projected shortfalls.

WHEREAS, the Board of Commissioners in Fairfield County and their County Department of Job and Family Services have graciously offered \$200,000 of Income Maintenance Control funding to Belmont County. The Belmont County Department of Job and Family Services will accept \$200,000 in Income Maintenance Control funding for utilization in State fiscal year 2010 as an addition to their current Income Maintenance Control allocation. All funds will be utilized in accordance to regulations for Income Maintenance Control funding and this is a one-time transfer of this type of funding.

WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) from the Fairfield County Department of Job and Family Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to accept \$200,000 in Income Maintenance Control from Fairfield County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Fairfield County Departments of Job and Family Services.

Commissioner Coffland seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

“AYES”: Commissioner Favede and Commissioner Coffland

“NAYS”: None

“ABSENT”: Commissioner Probst

Resolution adopted this 16<sup>th</sup> day of June, 2010

Jayne Long, Clerk /s/

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE ALLEN COUNTY DJFS AND THE BELMONT CO. BOARD OF COMMISSIONERS ON BEHALF OF BELMONT CO. DJFS**

Commissioner Favede presented the following resolution and moved its adoption.

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE ALLEN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County Department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and

WHEREAS, the Belmont County Department of Job and Family Services has sufficient funding levels remaining in its Temporary Assistance to Needy Families (TANF) - Regular allocation to provide mandated services for the remainder of the State fiscal year ending June 30, 2010, and will provide all mandated services for the remainder of the State fiscal year, regardless of funding; and

WHEREAS, the Belmont County Department of Job and Family Services certifies that the release of these funds will not leave the County at a funding level below the expenditure level of the preceding State fiscal year, and that this is a one time adjustment that will expire at the end of the State fiscal year, June 30, 2010; and

WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) for the Allen County Department of Job and Family Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to release \$43,000 in Temporary Assistance to Needy Families – Regular to Allen County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Allen County Departments of Job and Family Services.

Commissioner Coffland seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

“AYES”: Commissioners Favede and Coffland

“NAYS”: None

“ABSENT”: Commissioner Probst

Adopted this 16<sup>th</sup> day of June, 2010.

Jayne Long, Clerk /s/

**IN THE MATTER OF RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS  
BETWEEN THE ALLEN CO. DJFS AND THE BELMONT CO. BOARD OF  
COMMISSIONERS ON BEHALF OF BELMONT CO. DJFS**

Commissioner Favede presented the following resolution and moved its adoption.

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS  
BETWEEN THE ALLEN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD  
OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County Department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and

WHEREAS, due to changes in funding for State fiscal year 2010, the Belmont County Department of Job and Family Services is faced with funding deficits and shifting of costs to balance the respective agency budgets. The Ohio Department of Job and Family Services offers counties the opportunity to transfer funds to share with other counties. Because of the loss of Income Maintenance Control funds in State fiscal year 2010, the Belmont County Department of Job and Family Services can utilize additional Income Maintenance Control dollars to lessen the loss of these funds on County operations and cover projected shortfalls.

WHEREAS, the Board of Commissioners in Allen County and their County Department of Job and Family Services have graciously offered \$43,000 of Income Maintenance Control funding to Belmont County. The Belmont County Department of Job and Family Services will accept \$43,000 in Income Maintenance Control funding for utilization in State fiscal year 2010 as an addition to their current Income Maintenance Control allocation. All funds will be utilized in accordance to regulations for Income Maintenance Control funding and this is a one-time transfer of this type of funding.

WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) from the Allen County Department of Job and Family Services. NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to accept \$43,000 in Income Maintenance Control from Allen County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Allen County Departments of Job and Family Services.

Commissioner Probst seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

“AYES”: Commissioners Favede and Coffland

“NAYS”: None

“ABSENT”: Commissioner Probst

Adopted this 16<sup>th</sup> day of June, 2010

*Jayne Long, Clerk /s/*

**IN THE MATTER OF ENTERING INTO RENEWAL OF TITLE XIX  
VENDOR AGREEMENTS TO PROVIDE GASOLINE TO ELIGIBLE  
INDIVIDUALS ON BEHALF OF BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the renewal of Title XIX Vendor Agreements to provide gasoline to eligible individuals, on behalf of Belmont County Department of Job & Family Services, effective July 1, 2010 to June 30, 2011 as follows:

<b><u>Vendor</u></b>	<b><u>Maximum Contract Amount</u></b>
Belmont Carson Petroleum	\$ 10,000.00
Smith's Sunoco	12,000.00
Barnesville Tire Service	5,000.00

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

This agreement to provide gasoline is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 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. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including 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**

- The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- The maximum amount billable under this agreement is \$ 12,000.00.
- 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.
- 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.
- 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.
- 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 \_\_\_\_\_ day of June, 2010 .

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature Bryan Smith /s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-9-10

Date 6-9-10

Signature Matt Coffland /s/

Date 6/16/10

Signature Charles R. Probst, Jr. /s/

Date 6/16/10

Signature Ginny Favede /s/

Date 6/16/10

Belmont County Commissioners

Approved as to form David K. Liberati /s/  
Prosecutor (Assistant)

Date 6/16/10

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

This agreement to provide gasoline is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Tire, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

**(Note: Agreement same as above to signature lines.)** The maximum amount billable under this agreement is \$ 5,000.00.

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

This agreement signed on the \_\_\_\_\_ day of June, 2010 .

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature Debra Y. Sellers /s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-9-10

Date 6-9-10

Signature Matt Coffland /s/

Date 6/16/10

Signature Charles R. Probst, Jr. /s/

Date 6/16/10

Signature Ginny Favede /s/

Date 6/16/10

Belmont County Commissioner

Approved as to form David K. Liberati /s/  
Prosecutor (Assistant)

Date 6-16-10

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

This agreement to provide gasoline is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Belmont Carson Petroleum, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

**(Note: Agreement same as above to signature lines.)** The maximum amount billable under this agreement is \$ 10,000.00.

This agreement signed on the \_\_\_\_\_ day of June, 2010 .

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature J.D. Cash /s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-9-10

Date 6-10-10

Signature Matt Coffland /s/

Date 6/16/10

Signature Charles R. Probst, Jr. /s/

Date 6/16/10

Signature Ginny Favede /s/

Date 6/16/10

Belmont County Commissioner

Approved as to form David K. Liberati /s/  
Prosecutor (Assistant)

Date 6-16-10

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ENTERING INTO RENEWAL OF  
TITLE XIX VENDOR AGREEMENTS TO PROVIDE  
TRANSPORTATION TO MEDICAL APPOINTMENTS  
FOR MEDICAID RECIPIENTS ON BEHALF OF BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the renewal of Title XIX Vendor Agreements to provide transportation to medical appointments for Medicaid recipients, on behalf of Belmont County Department of Job & Family Services, effective July 1, 2010 to June 30, 2011 as follows:

<u>Vendor</u>	<u>Maximum Contract Amount</u>
Martins Ferry EMS	\$20,000.00
Neffs Fire Department	\$20,000.00
Barnesville Taxi Service	\$20,000.00

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

This agreement to provide transportation is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- K. 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.
- L. The Provider understands that this written agreement supersedes all oral agreements.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- S. 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.
- T. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- The Department of Job and Family Services agrees to pay the Provider \$ 2.00 per mile and \$10.00 per hour wait time that the driver needs to wait for a client. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip.
- The maximum amount billable under this agreement is \$ 20,000.00.
- 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.
- 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.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. 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.
- 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 \_\_\_\_\_ day of June, 2010 .

Signature Dwayne Pielech /s/ Signature John (?)/s/  
Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-9-10 Date 6-9-10  
Signature Matt Coffland /s/ Date 6/16/10  
Signature Charles R. Probst, Jr. /s/ Date 6/16/10  
Signature Ginny Favede /s/ Date 6/16/10

Belmont County Commissioners  
Approved as to form David K. Liberati /s/ Assistant Date 6/16/10  
Prosecutor (Assistant)

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

This agreement to provide transportation is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Martins Ferry EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

*(Note: Agreement same as above to signature lines.)*

This agreement signed on the \_\_\_\_\_ day of June, 2010 .  
 Signature Dwayne Pielech /s/ Signature Edward L. Duke /s/  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 6-9-10 Date 6-9-10  
 Signature Matt Coffland /s/ Date 6/16/10  
 Signature Charles R. Probst, Jr. /s/ Date 6/16/10  
 Signature Ginny Favede /s/ Date 6/16/10  
 Belmont County Commissioners  
 Approved as to form David K. Liberati /s/ Assistant Date 6/16/10  
 Prosecutor (Assistant)

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

This agreement to provide transportation is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

*(Note: Agreement same as above to signature lines.)*

This agreement signed on the \_\_\_\_\_ day of June, 2010 .  
 Signature Dwayne Pielech /s/ Signature Aaron K. Wildman /s/  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 6-9-10 Date 6-9-10  
 Signature Matt Coffland /s/ Date 6/16/10  
 Signature Charles R. Probst, Jr. /s/ Date 6/16/10  
 Signature Ginny Favede /s/ Date 6/16/10  
 Belmont County Commissioners  
 Approved as to form David K. Liberati /s/ Assistant Date 6/16/10  
 Prosecutor (Assistant)

Upon roll call the vote was as follows:

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

*Note: Commissioner Probst arrived at 10:10 a.m.*

**IN THE MATTER OF ENTERING INTO RENEWAL OF  
 CONTRACT WITH BELMONT CO. CAC ON BEHALF OF  
 BCDJFS FOR THE WIA YOUTH PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into renewal of the Purchase of Performance of Services Contract with Belmont County Community Action Commission, on behalf of the Belmont County Department of Job and Family Services, for the WIA Youth Program for the period of July 1, 2010 through June 30, 2011 in an amount not to exceed \$90,000.00.

*Note: The purpose of this contract is to provide Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School and Out-of-School Youth of Belmont County.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 Purchase of the Performance of Services Contract**

**Whereas**, this contract, entered into on this 1<sup>st</sup> day of July, 2010, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are five of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
 310 Fox Shannon Place  
 St. Clairsville, OH 43950  
 740-695-1075

**Contractor:** The Community Action Commission of Belmont County  
 153 ½ West Main Street  
 St. Clairsville, OH 43950  
 740-695-0293

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2010. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2011.

#### IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth.

Work Experience may be extended for on a case by case basis if funds are available.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

#### V SCOPE OF WORK

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

**A. Contractor Responsibilities**

1. Contractor shall make available Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of participants for the program is up to fifty-five (55) In-School Youth by October 31, 2010 and ten (10) Out-of-School Youth. Of those total participants, fifteen (15) may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by March 2, 2011. Additional participants may be enrolled in the Program, if for whatever

reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.

2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. Contractor shall meet all service requirements of this contract.  
Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
15. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
16. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

#### **B. Purchaser Responsibilities**

1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; Tutoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

#### **C. Service Requirements**

Contractor shall provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Placement of a targeted number of up to 55 In-School Youth by October 31, 2010 and a targeted number of 10 Out-of-School Youth in the program.**
3. **Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Number in Work Experience may be increased on a case by case basis depending on availability of funds.**
4. **Provide follow-up to all exited WIA participants as determined by the Purchaser. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

#### **D. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

##### Service-delivery Measures

**1. Placement of a targeted number of up to 55 In-School Youth by October 31, 2010 and ten (10) Out-of-School Youth in the program. Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. Youth enrolled in Work Experience should be enrolled by March 2, 2011.**

##### Contractual Performance Measures

1. **Sixty percent (60%) of Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed; one by January 15, 2011 and the second by May 15, 2011.**
3. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established in the program.**
5. **Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
6. **Sixty percent (60%) of Youth will complete the program's required number of community service hours as determined by the contractor.**

**7. Will maintain a follow-up log on exited youth. The log will be submitted on a quarterly basis. Satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser.**

**Contractual Reviews**

**In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.**

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provides and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$90,000 WIA Youth Funds (CFDA # 17.259)**.

**All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$7,033
Operating Staff Wages and Fringes	\$62,441
Participant Wages and Fringes	\$14,505
Operating Expenses	\$4,054
Administrative Expenses	\$1,967
<b>TOTAL COST:</b>	<b>\$90,000</b>
<b>MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$90,000</b>

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals 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.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

Audits may be conducting 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. When 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.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

**XII WARRANTY**

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

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

**XIV NOTICE**

Notice as required under this agreement 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.

**XV 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 agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI 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.

**XVII 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. 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 agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement 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.

**XVIII 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 Workforce Development Area 16 Workforce Investment Board'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.

**XIX 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 Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

**XX ASSIGNMENTS**

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

**XXI 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.

**XXII 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. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

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.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

**XXIV 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. 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-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

**XXVII 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.

**XXVIII 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.

**XXIX 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 Titles VI and VII of the Civil Rights Act of 1964 as amended, 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 Employment Act as amended and Ohio Civil Rights Laws.

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, Vietnam-era veteran status, 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.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS 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.

**XXXI 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.

**XXXII 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.

**XXXIII 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.

**XXXIV 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.

**XXXV 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.

**XXXVI 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.

**XXXVII 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).

**XXXVIII 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).

**XXXIX 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).

**XL 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

**XLI PROCUREMENT**

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

**SIGNATURES**

<u>Dwayne D. Pielech /s/</u>	<u>6-9-10</u>
<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>Matt Coffland /s/</u>	<u>6/16/10</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Charles R. Probst, Jr., /s/</u>	<u>6/16/10</u>
<b>Belmont County Commissioner</b>	<b>Date</b>

<i>Ginny Favede /s/</i>	6/16/10
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>Gary F. Obloy /s/</i>	6/9/10
<b>Gary Obloy</b>	<b>Date</b>
<b>Community Action Commission of Belmont County</b>	
<i>David K. Liberati /s/ Assistant</i>	6/16/10
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
BELMONT CO. COMMUNITY ACTION COMMISSION (CAC)  
ON BEHALF OF BCDJFS FOR THE TANF SUMMER YOUTH  
EMPLOYMENT PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Belmont County Community Action Commission, on behalf of Belmont County Department of Job & Family Services, for the Temporary Assistance to Needy Families (TANF) Summer Youth employment program effective June 1, 2010 through August 31, 2010 in the maximum amount of \$ 335,649.00.

**CONTRACT  
BETWEEN  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This agreement made and entered into on this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, BCDJFS, and the Belmont County Community Action Commission, doing business at 114 Main Street, St. Clairsville, Ohio, 43950, a provider of service (hereinafter referred to as "Provider"). This contract is a result of the response to a request for proposals issued by Belmont County Department of Job and Family Services.

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**SUMMER EMPLOYMENT PROGRAM FOR YOUTH**

**As funded by TANF Emergency Contingency Funds**

**A. PURPOSE:** This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-17, as long as the youth is a minor child in a home at or below 200% of federal poverty (youth may be 18 if they are a full time student in a secondary school) ; Youth ages 18-24, in a home at or below 200% of federal poverty that also has a minor child; or Youth ages 18-24, in a home at or below 200% of federal poverty with a minor child or pregnant Non-custodial parents (even if the child is not in the home) in a home at or below 200% of federal poverty.

**B. PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from, and the Provider agrees to furnish those specific services detailed in this agreement.

**C. CONTRACT PERIOD:** This contract will be effective from June 1, 2010 through August 31, 2010 inclusive, unless otherwise terminated.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this Contract for any time period prior to notification that the Contract has received approval of the Belmont County Board of Commissioners. Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the termination date set forth in this Contract.

**D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from, June 1, 2010 through August 31, 2010, and shall not exceed \$335,649.00. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$335,649.00. Any cost overruns shall be the sole responsibility of the provider.

**E. SERVICE DESCRIPTION:**

**Eligibility:**

Eligibility will be based on the Belmont County Prevention, Retention and Contingency Plan with income of the assistance group limited to 200% of Federal Poverty Level.

The provider of services is required to submit, by month, participant service numbers. Reporting will be done by the Provider via the Internet at [www.odjfsreporting.com](http://www.odjfsreporting.com) when the State allows/"opens" a quarter.

Provider will be contacted each quarter on reporting deadlines. The provider of services is required by the 15<sup>th</sup> of the month following the reporting month to submit the Subsidized Summer Employment Program for Youth SSEPY report to BCDJFS.

**Program:**

The TANF Subsidized Summer Employment Program for Youth is different than the Workforce Investment Act summer youth employment program. Federal TANF regulations set forth what is allowable for TANF programs, and ARRA sets forth requirements related to the TANF Emergency Contingency Fund. Because this allocation is from the TANF Emergency Contingency Fund, it is focused on "wage subsidies." As a result, the state must follow the federal regulations and guidance regarding what are considered "wage subsidies."

Allowable costs under this program include:

- Payments to employers for wages (at no higher than state minimum wage \$7.30) and fringe benefits (excluding health benefits);
- Youth to work no more than 40 hours a week;
- Other ancillary services which are offered by the employer to the subsidized employment participants including: Work related items such as uniforms, tools, licenses or certifications;
- Job coaches and mentors.
- Worker compensation expenses
- Unemployment
- FICA/Retirement systems and Medicare

The youth will be given Summer Work Experience up to 35 hours per week for an ten-week period beginning June 21, 2010 and ending August 27, 2010. We will extend youth past the 35 hours per week if requested by the youth and the Worksites not to exceed 40 hours per week as long as funding is available. If funding is available youth may be extended past the 10 weeks on an individual basic. The Youth will be paid the State of Ohio Minimum Wage of \$7.30 per hour. Fringes will consist of FICA and Workers Compensation.



- F. PAYMENT FOR PURCHASED SERVICES: PAYMENT FOR PURCHASED SERVICES:**  
Upon completion of services each month, provider shall submit an invoice and supporting income statement (expense report) to Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum in Section D, above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment, within thirty days of the receipt of an accurate invoice. Invoices will be submitted each month to BCDJFS within 30 days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. Final invoice for compensation of work performed under this Contract must be received and paid by BCDJFS, no later than September 30, 2010. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the Contract. Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by Belmont County Department of Job and Family Services or its representatives
- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For purpose of this contract, a fixed asset is any item having a useful life exceeding one year, regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job & Family Services and shall be used in the program or project for which acquired, no purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both State and Federal guidelines. At such time as the program ends, funding expires, or Provider no longer needs the fixed asset, the Belmont County Department of Job & Family Services shall provide guidance regarding its disposition. All fixed asset purchases are to be reported to the Belmont County Department of Job & Family Services within 30 days and registered on BCDJFS inventory.  
**Inventory:** Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty days of purchase. These assets will be issued BCDJFS's inventory tags. It will be the Provider's responsibility to affix and maintain these tags.  
**Usage:** Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof, and all covenants, restrictions and agreements of which apply to the property or any part thereof.
- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use, including media releases, information pamphlets, etc. shall mention that funding is provided under "The State of Ohio's Summer Youth Program" administered by the Belmont County Department of Job and Family Services.  
The deliverables provided by the Provider under this Contract and any item produced under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables, and the Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.
- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio.
1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
  2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than auditors and monitors, identified in Section F, above, has access to these records.
  3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal law or with written permission from the Belmont County Department of Job and Family Services.
  4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six years and will follow all State of Ohio and Federal record retention policies.
  5. The Provider shall notify all employees of the Provider, that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or Belmont County Department of Job and Family Services.
- K. DUPLICATE BILLING:** Provider warrants that claims made to Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by Provider to other sources of funds for the same service.
- L. FINANCIAL RECORDS and RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. Provider agrees to comply with OMB Circular all applicable OMB Circulars, including A-133 audit requirements, which can be found on the Internet at [www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html).
- M. AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six years from the date of contract completion, unless otherwise directed by Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six year period the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by Belmont County Department of Job and Family Services authorized monitoring, which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
  2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsified claims, or incorrectly determined eligibilities. As used in this section, "deceptive means knowingly deceiving another or causing another to be deceived, by a false or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, omission, which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.

- O. CIVIL RIGHTS:** Belmont County Department of Job and Family Services and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the office of civil rights for the State of Ohio and the County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services, and the Belmont County Board of County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract. Provider agrees to maintain a self-insurance program, or contract for insurance, as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death, or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** Belmont County Department of Job and Family Services and Provider will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations, or the projected outcomes are not achieved under this agreement, either party may initiate their intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.  
This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners, or upon discovery of noncompliance with any county, state, or federal laws, rules or regulations.  
Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as BCDJFS may require.  
In the event of suspension or termination under this Article, Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by BCDJFS based on the rate set for in this Contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims, and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this Contract.
- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligation or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state, and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.  
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- BB. ASSIGNMENT:** Provider shall not and hereby agrees to be prohibited from assigning this Contract in whole or in any part to any other part without the BCDJFS prior written consent.
- CC. HEADINGS:** The headings of the paragraphs of this Contract are for convenience only and shall not affect the meaning or construction of the contents of this Contract.
- DD. SPECIAL CERTIFICATION MADE BY PROVIDER:** By executing this Contract, Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this Contract.
1. Provider, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract. Provider agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job & Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.

2. Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Provider also agrees that it will not solicit an BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, Provider has filed the statement with the JCDJFS in addition to any other required filing.
3. No federal funds paid to Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No.38, February 26, 1990, pages 6735-6756. If this Contract exceeds \$100,000.00, Provider has executed the Disclosure of Lobbying Activities, Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.
4. Neither Provider nor any principals of Provider is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department of agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to terms and conditions of this Contract and shall be considered in default under this Section, and BCDJFS may advise the appropriate Federal agency of the knowingly erroneous certification.
5. Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
6. Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies Provider as having more than one unfair labor practice contempt of court finding.
7. Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring Provider of the employees of Provider meet child support obligations established under state or federal law. Further, by executing this Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
8. Provider agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of job & family services under Chapter 5101 or 5107 of the Ohio Revised Code.
9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000 to the Governor or to his campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading, and notwithstanding any criminal or civil liabilities imposed by law, Provider shall return to BCDJFS all monies paid to Provider under this Contract. The provisions of this Section shall survive the expiration or termination of this Contract.

Provider, its officers, members, or employees, any subcontractor, and/or independent contractors (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all Provider officers, members, employees, and subcontractors, while working on State, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.

- EE. 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.
- FF. 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.
- GG. 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 Dept. of Labor regulations 29 CFR Part 5.
- HH. 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.
- II. 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).
- JJ. 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-94-63, 89 Stat.871).
- KK. 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).
- LL. 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.
- MM. PROCUREMENT:** Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.
- NN. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- OO. ENTIRE AGREEMENT AND MODIFICATION:** This Contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

**CONTRACT APPROVED BY:**

Belmont County Job and Family Services      Belmont County Community Action  
Commission

Dwayne Pielech /s/                      6-9-10      Garry Obloy /s/                      6/9/10  
Dwayne Pielech, Director                      Date      Garry Obloy, Director                      Date

**APPROVED AS TO FORM:**

David K. Liberati /s/ (Assistant)                      6-16-10  
Office of the Prosecuting Attorney                      Date

**BELMONT COUNTY BOARD OF COMMISSIONERS**

<u>Ginny Favede /s/</u>	<u>6/16/10</u>	_____
Ginny Favede, President		Date
<u>Matt Coffland /s/</u>	<u>6/16/10</u>	_____
Matt Coffland, Commissioner		Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/16/10</u>	_____
Charles R. Probst Jr., Commissioner		Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CONTRACT  
CHANGE ORDER NO. 2 FOR OHIO-WEST VIRGINIA EXCAVATING CO.  
FOR THE MT. VICTORY ROAD WATERLINE PROJECT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Contract Change Order No. 2 in the amount of \$ 62,287.21 for Ohio-West Virginia Excavating Co. for the Mt. Victory Road Waterline Project, based upon the Tom Powell, Project Engineer, Hammontree & Associates, Ltd., and Kelly Porter, Project Manager, Belmont County Sanitary Sewer District, as follows:

Original Contract Amount:	\$1,463,479.30
Previous Change:	37,018.80
This Change:	62,287.21
Adjusted Contract Amount:	\$1,562,785.31

Note: Reason for change order-waterline had to be relocated into the roadway in 3 areas due to phone line locations.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF VARIANCE REQUEST FOR  
SETBACK LIMITS FOR CONDO AREA/ RIDGES OF  
OF OLDE CUMBERLAND-THE FLATS  
RICHLAND TOWNSHIP, SEC. 15, T7, R4**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date June 16, 2010

Ruth Graham, Engineer's Drafting Technician, explained that yesterday she and Deputy Engineer Mike Wahl met with two gentlemen from Hamilton Surveying as well as Jay Usenick from Ohio-West Virginia Excavating. She further advised there are two private roadways at the development site which Ruth reviews on the maps showing the condominium area. A plat is still prepared, but it does not go thru the Engineer's Office as they are not transferring any real estate, just the structures. The plat itself is put on record primarily for the Auditor's Office. When they start selling the condos, they are taxed on those. In the future they are going to try to dedicate these roads to the township. When they create that plat, there will have to be a setback line from these roadways. They are under pressure right now as they have the structures coming in on July 6 and they want to put the setback line only 10 feet from the right of way line. This is all in anticipation of these roads being dedicated down the road. Ruth presents the letter from Hamilton that she received this morning. They want to start digging for the prefabricated structures next Thursday. Engineer Fred Bennett won't be in the office until Monday, and is unaware of this, as they just met at the site yesterday. Ruth's only concern is that of safety when they put the setbacks in. She doesn't want a site distance problem. It was decided that the commissioners, Engineer, Township Trustees and Ms. Graham would meet with Hamilton's at the site next week as they should have all their drawings then. She and Mike Wahl were assured there would be no structure that is going to be sitting just 10 feet off the road. Mr. Coffland asked, "What's required?" Ruth responded, "30 feet is the minimum. Mr. Coffland also wanted to know where the Trustees stand on this. Ruth advised they are just being notified now. Ruth does know of an area near Kroger's that is less than 10 feet which has been granted before, as long as it is not a nuisance and is no safety issue. She will check with Mr. Bennett and try to set up a view next Tuesday.

Motion made by Mrs. Favede, seconded by Mr. Probst to set the date and time for a hearing to consider the variance request of John Dutton, property developer, for a setback variance for the proposed condominium area located in "The Ridges of Olde Cumberland-The Flats" subdivision in Richland Township, Section 15, T7, R4 off of County Road 56 (Country Club Road).

**NOTICE OF NEW SUB-DIVISION**  
Revised Code Sec. 711.05  
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To: Cindi Henry, FO, Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950  
You are hereby notified that the 30th day of June, 2010, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.  
By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

• Mail by certified return receipt requested  
cc: Richland Township Trustees  
Upon roll call the vote was as follows:

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

**10:22 a.m. BREAK**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:47 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter Executive Session with Robyn Marshall, Belmont County 911 Director and Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:07 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn Executive Session with Robyn Marshall, Belmont County 911 Director and Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:08 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter Executive Session with Robyn Marshall, Belmont County 911 Director, Ken Edsall, Clemans-Nelson & Associates, Inc., and Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:30 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn Executive Session with Robyn Marshall, Belmont County 911 Director, Ken Edsall, Clemans-Nelson & Associates, Inc., and Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING THE DIRECTOR OF  
BELMONT COUNTY 911 TO PROCEED WITH APPROPRIATE  
DISCIPLINARY ACTION OF A PUBLIC EMPLOYEE**

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize Robyn Marshall, Director of Belmont County 911, to proceed with the appropriate disciplinary action of a public employee effective immediately.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Adam Hughes along with Lee Terris of Xerox Corporation were present to discuss the county Xerox machines and stated he needed an answer from the board by the end of the day tomorrow as to agreements pending. He asked if the board could sign the agreements for the 14 departments who are satisfied with their machines. Mr. Coffland stated he had no problem with Xerox or Hughes Xerographic. He is ready to make a decision to move forward and enter into contracts that have been looked at by the Department of Administrative Services and put this to rest. As a matter of respect for a fellow colleague, Mrs. Favede wants Mr. Probst to be afforded the opportunity to discuss the conversations she and Mr. Coffland have had before the board makes a decision. She said the board will do their best to have an answer for him by the end of tomorrow. Mr. Terris again asked if the 14 agreements could be signed regarding the departments who do not have an issue with their machines, and Mrs. Favede said a discussion needs to be had regarding the entire situation. Mr. Terris stated he appreciates that and respects the decision, but if he does not get an answer by the end of the day tomorrow, the machines are scheduled for removal. He noted the machines have been in place for 90 days without a signed DNA and he has been given these instructions by his controller. Mrs. Favede agreed to contact him tomorrow.

**BREAK**

**RECONVENED MONDAY, JUNE 21, 2010 AT 12:30 P.M.**  
**PRESENT: COMMISSIONERS GINNY FAVEDE, MATT COFFLAND AND CHARLES R. PROBST, JR.**  
**NO FURTHER BUSINESS**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:30 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:30 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of June, 2010.

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

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

\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_  
CLERK