

St. Clairsville, Ohio

June 27, 2012

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-G.F.O.A.	2011 CAFR Review Fee/General Fund	505.00
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	81.90
A-Megan Banker	Reimburse travel expenses/General Fund	176.29
A-Print n' Copy	Envelopes-Probate Court/General Fund	139.00
A-Redwood Toxicology	Drug Testing/General Fund	2,123.90
A-Speedway SuperAmerica	Gasoline-Common Pleas/General Fund	351.92
A-Staples	Supplies/General Fund	15.87
A & K-Staples Credit Plan	Supplies/General Fund and Engineer MVGT Fund	977.12
A-Wright Express FSC	Gasoline/General Fund	930.19
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
E-AT&T	Wireless phone/911 Wireless Fund	577.73
E-Don Nippert	July sublease agreement/911 Fund	450.00
K-Ohio-WV Excavating	Bridge Replacement Project/Engineer MVGT	89,242.60
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	338.97
N-Carr Concrete	Bridge Box Beams/Bridge & Retaining Wall Const. Improv. Fund	24,984.00
N-Flag Floors	Carpet-911 Center/911 Building Construction Fund	3,594.00
P-Jo Stiles	Reimburse travel expenses/BCSSD Funds	45.00
P-Yorkville, Board of Trustees of Public Affairs	Sewage disposal/BCSSD Funds	/3,079.74
P-ZEP Manufacturing Co.	Supplies/BCSSD Funds	1,747.56
S-AT&T	Service/Certificate of Title Admn. Fund	71.42
S-Cardmember Service	Various expenses/Oakview Juvenile Residential Center	762.95
S-Crystal Springs	Water/Certificate of Title Admn. Fund	40.19
S-Cynthia McGee	Reimburse summer conference expenses/Certificate of Title Admn. Fund	355.95
S-Exhibit One	Maintenance plan for courtroom equip./Com. Pleas Ct. Gen. Spec. Proj.	6,697.50
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Phillips, Gardill, Kaiser & Altmeyer	Professional services/Port Authority Fund	275.00
S-Walmart Community/GECRB	Food & supplies/Oakview Juvenile Residential Center	358.02
W-Matthew Bender & Co.	Books/Law Library Fund	140.88
Y-Health Plan PPO	July Premium/Employers Share Holding Account	368,213.19

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 27, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$53,943.78
A-GENERAL/AUDITOR	\$38,769.69
A-GENERAL/JUVENILE COURT	\$229.00
A-GENERAL/SHERIFF	\$5,107.03
A-GENERAL/911	\$43,039.55
B-Dog Kennel	\$1,048.52
H-Job & Family, CSEA	\$13,879.53
H-Job & Family, Public Assistance	\$404.63; \$24,378.35; \$16,367.65; \$5,000.00
H-Job & Family, WIA	\$218,258.31; \$334.84; \$7,471.18
J-Real Estate Assessment	\$1,375.00
K-Engineer MVGT	\$1,728.05
M-Juvenile Ct. – Placement Services	\$18,868.22
M-Juvenile Ct. – Title IV-E Reimb.	\$1,543.74
P-Oakview Admn. Bldg.	\$378.52; \$30,418.15
P-Sanitary Sewer District	\$16,964.00; \$2,471.11; \$6,950.41; \$7,307.01; \$2,778.70; \$11,767.46; \$3,601.05; \$4,359.34; \$11,236.42
S-Clerk of Courts Computer Fund	\$246.50
S-District Detention Home	\$2,534.84
S-Job & Familv. Children Services	\$1,095.40

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

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

*Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on May 21, 2012 & June 11, 2012.*

Upon roll call the vote was as follows:

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

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

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-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$ 550.14

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 THE ENGINEER'S MVGT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Engineer's MVGT Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2811-K000-K09.004 Workers Comp	E-2812-K000-K16.013 Projects	690.62
E-2812-K000-K22.004 Workers Comp	E-2812-K000-K16.013 Projects	2,147.31
E-2813-K000-K35.004 Workers Comp	E-2812-K000-K16.013 Projects	<u>4,755.71</u>
<b>TOTAL</b>		<b>7,593.64</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR N27 NEFFS SANITARY SEWER FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the N27 Neffs Sanitary Sewer Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9027-N027-N01.055 Contract Services	E-9027-N027-N06.055 Materials	\$ 30,000.00
E-9027-N027-N01.055 Contract Services	E-9027-N027-N03.055 Other Expense	\$ 15,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P34.074 Transfer Out	E-3702-P005-P23.011 Services	\$ 20,000.00
<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P15.000 Other Expense	9,000.00
<b>SSD #3B</b>	<b>SSD #3B</b>	
E-3707-P056-P09.000 Sewage Disposal	E03707-P056-P05.000 Materials	600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION FUND**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S56.000 Motor Vehicles	\$ 100.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
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**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
GENERAL FUND TO PORT AUTHORITY S12 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between funds from the General Fund to the Port Authority S12 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A39.000 P A County Share <i>(This represents the 3rd Quarter Allocation for 2012.)</i>	R-9799-S012-S04.574 Transfers In	\$ 23,750.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of June, 2012.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004003 Transfers In	455.82
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD#2 04004003 Transfers In	7.36
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004003 Transfers In	206.33
E-3711-T010-T04.074 WSGDF Transfer Out	R-3707-P056-P08.574 SSD#3B 07004003 Transfers In	49.91
<b>TOTAL</b>		<b>719.42</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 27, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$218,089.00** paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on June 27, 2012. Draw No. 149, Grant #B-W-11-1AG-1. **ODOT Belmont Tourism/Old Sheriff's Residence - \$100,000.00** paid into R-1703-P083-P02.500 Tourism Donations on May 22, 2012. Re: Balance of Grant Match due from Belmont County Tourism Council.

Upon roll call the vote was as follows:

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

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

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

**ELECTION BOARD** – J. Carl Lehman, Cynthia Fregiato, Robert Quirk, Kelly McCabe, Denise Robinson and Elizabeth Sleeth to travel to Newark, OH, on June 28, 2012, to attend the Summer Regional Conference with the Ohio Secretary of State.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: WIC OFFICE** – Nate Brinker of the Health Department along with Linda Mehl were in attendance to give a report on what is happening with the WIC Program. Their grant award for FY 2012 was \$422,649.00. It runs from Oct. 1 to Sept. 30. On Feb. 2 this year they got notice that they were reduced \$20,384.00. Their FY 2013 grant amount is \$315,173.00. This is a total reduction of \$107,476.00. They were notified in April that their grant was going to be reduced 26% by a phone call from the Ohio Dept. of Health. They started weekly administrative staff meetings to try to come up with a plan on how to continue the program. They looked at other sites to try to reduce their rent. At some places the rent would be the same as the current Bellaire location, which is the most central location. Initially they knew they would have to lay off staff and they thought they would downsize to one office. The Deputy Health Commissioner agreed to let Mrs. Mehl decrease her time in the WIC Program by 10% in order to keep one of their part-time staff. This has enabled them to keep the WIC office in St. Clairsville open about six (6) days a month. The Bellaire office will be open five (5) days. Over 1,000 of their clients are on the riverfront and go to the Bellaire office. About 500 or less go to the St. Clairsville location. Initially they started notifying clients they were going to close the St. Clairsville office, but recently decided to keep that office open six (6) days a month. They let them know they had the option of staying at St. Clairsville. They are in the process of going back and telling the people that were told they would have to go to

the county. We are talking about Women, Infants, & Children, the most vulnerable of our community. It is always a priority to help those who are not sufficiently able to do so themselves. With laying off four (4) people, there are going to be people who fall through the cracks and a lack of service. Mrs. Favede is very concerned about those people. Mrs. Favede questioned if they really could serve over 500 people in just six (6) days a month. Mrs. Mehl said they are not sure. Some will go to other counties. They are going to try to do the best they can. Mrs. Favede also noted that the county pays the rent and utilities for the WIC office and she doesn't understand how it reduces the cost to be open only six (6) days a month when there is no cost to be there. Mrs. Mehl stated they need more staff to have two (2) offices. They would have to have a skeleton staff at both offices and she doesn't think the services provided would be good with a limited staff in both places. Mrs. Mehl said they pay \$1,000.00 a month for space in Bellaire where the bulk of their clients are. She asked if there was any property they could rent for less than that and they could get out of paying that amount. Mrs. Favede advised that we have sold off all of our extra property and there is no other place available.

Mr. Probst asked if anyone had checked with A.C. Wiethe for CDBG monies. Mrs. Mehl said she would be willing to talk to him. Mr. Coffland asked if they have considered using a mobile unit. Mr. Brinker said they had a poor response when they tried this in Barnesville. Mrs. Favede said the board appreciates the explanations given today.

**OPEN PUBLIC FORUM** – Larry Bayless of Family 1<sup>st</sup> Senior Care, LLC announced his new business. They provide in-home non-medical senior care services. He utilized the Connections office in Martins Ferry and praised their services.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of May 16 and May 23, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE BELMONT CO. COMMISSION TO FILE AN APPLICATION WITH THE OHIO ATTORNEY GENERAL'S OFFICE TO PARTICIPATE IN THE MOVING OHIO FORWARD GRANT PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt a resolution authorizing the Belmont County Commission to file an application with the Ohio Attorney General's Office to participate in the *Moving Ohio Forward Grant Program*.

*Note: This is to authorize A.C. Wiethe of Belomar Regional Council to act as the official representative for Belmont County to apply for financial assistance for residential demolition in compliance with program guidelines.*

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE BELMONT COUNTY COMMISSION TO FILE AN APPLICATION WITH THE OHIO ATTORNEY GENERAL'S OFFICE, TO PARTICIPATE IN THE MOVING OHIO FORWARD GRANT PROGRAM.**

WHEREAS, THE Ohio Attorney General's Office was successful in a settlement with the nation's largest mortgage servicers over foreclosure abuses, fraud, and unacceptable mortgage practices and has made \$75 million in funding available for residential demolition; and WHEREAS, the Belmont County Commission has identified a strategic need within its community and desires to participate in the Program to receive financial assistance for demolition under the Moving Ohio Forward Demolition Grant Program; and WHEREAS, the Belmont County Commission has the authority to apply for financial assistance and to administer the amounts received from the Ohio Attorney General's Office; and WHEREAS, the Belmont County Commission directs and authorizes A.C. Wiethe to act in connection with the application and to provide such additional information as may be required;

**NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY THE BELMONT COUNTY COMMISSION, OHIO:**

**Section 1:** That the Belmont County Commission authorizes A.C. Wiethe as the official representative of Belmont County's application to participate in the Ohio Attorney General's Office and provide all information and documentation required in said Application for the Moving Ohio Forward Grant Program; and

**Section 2:** That the Belmont County Commission hereby approves filing a grant application under the Moving Ohio Forward Demolition Grant Program; and

**Section 3:** That the Belmont County Commission hereby understands and agrees that participation in the Moving Ohio Forward Demolition Grant Program will require compliance with program guidelines; and

**Section 4:** That this RESOLUTION shall go into effect and be in force from and after the earliest period allowed by law.

Motion made by Commissioner Probst, seconded by Commissioner Coffland to adopt the foregoing resolution which upon roll call was unanimously adopted this 27th day of June, 2012.

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President

Ginny Favede /s/

Ginny Favede, Vice-President

Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING**

**SECTION 1.** That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that an additional tax be levied in excess of the ten mill limitation for the benefit of Belmont County

**for the purpose of funding the Belmont County 911 Public Safety Emergency radio Communications System and equipment TO BE UTILIZED BY POLICE, FIRE, EMS AGENCIES AND THE EMERGENCY MANAGEMENT AGENCY AND FOR THE PURPOSE OF REPLACEMENT, ADDITIONS, AND UPGRADES OF THE CURRENT EMERGENCY RADIO COMMUNICATIONS SYSTEM AND EQUIPMENT BY PROVIDING FUNDING FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS WITH ACCESSORIES, RADIO INFRASTRUCTURE, RADIO BACKBONE EQUIPMENT, DISPATCH RADIO CONSOLES, PAGERS AND PAGING EQUIPMENT, COMPUTERS FOR THE OPERATION OF THE BACKBONE AND PAGING EQUIPMENT, COMPUTERS FOR MOBILE DATA TERMINALS, AND/OR DEEMED EQUIPMENT NEEDED TO OPERATE THE SAID BELMONT COUNTY 911 PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM AND EQUIPMENT, TO INCLUDE NEXT GENERATION 911 EQUIPMENT (EXCLUDING SALARIES, MAINTENANCE, AND OPERATIONS) IN ACCORDANCE WITH SECTION 5705.19(KK) OF THE REVISED CODE OF OHIO** at a rate not to exceed 1 mill for each one dollar valuation, which amounts to \$.10 (ten cents) for each one hundred dollars (\$100) of valuation, for a five year period of time commencing with tax list year 2012.

**SECTION 2.** That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the sixth day of November, 2012. If approved by the electors, said tax levy shall first be placed upon the 2012 tax list and duplicate, for first collection in calendar year 2013.

**SECTION 3.** That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County 911 Public Safety Emergency Radio Communication System and Equipment Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

**SECTION 4.** That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

**Be it further resolved,** that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Auditor of Belmont County, Ohio, forthwith, as provided by law.

Commissioner Probst moved the adoption of the foregoing resolution, Commissioner Coffland seconded the motion and upon roll call the vote was as follows:

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

In Witness Whereof, the following have executed this instrument this 27<sup>TH</sup> day of June, 2012.

Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President  
Ginny Favede /s/  
Ginny Favede, Vice-President  
Matt Coffland /s/  
Matt Coffland

Upon roll call the vote was as follows:

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

**DISCUSSION HELD – RE: 911 LEVY-** Mrs. Favede explained that the levy was voted on and defeated in November, 2011. The feedback was that the voters were very concerned about a continuous levy. You will note that this is a five (5) year levy vs. trying to repeat a continuous levy; trying to listen to the voters and their wishes. The levy language has been changed to reflect a five (5) year levy. Mrs. Favede felt it important to note that the safety and the general well-being of every resident in Belmont County, and even those passing through the county, is always managed by 911 services and is substantially important to all of us. She asks the voters to truly consider how important this levy is for Belmont County and themselves.

**IN THE MATTER OF AUTHORIZING THE EXECUTION  
OF THE MASTER GROUP POLICY WITH THP INSURANCE  
COMPANY, INC.**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Ginny Favede to execute the Master Group Policy with THP Insurance Company, Inc., Group Policy # 01242120 for health insurance coverage for eligible Belmont County employees for a period of one year commencing June 1, 2012; Plan Type: PPO

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
RENEWAL OF THE CONTRACT BETWEEN BCDJFS  
AND HARMONY HOUSE, INC.**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc. effective July 1, 2012 through June 30, 2013 in the maximum amount of \$160,000.00.

*Note: This is to provide for a children's advocacy center.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract  
Harmony House of Belmont County**

allegations that focus on the needs of alleged child victim and family with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medical referrals, and education; thus decreasing victim trauma, increasing offender accountability, strengthening the MDT, and strengthening community response to child abuse.

The primary focus of every Children's Advocacy Center is child sexual abuse. Contractor also provides services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect, and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children (up to their 19<sup>th</sup> birthday), services are available to adults with special needs who allege some type of victimization. Upon request, Contractor will also provide services to other adults who due to alleged victimization may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are effected by the allegations.

## 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:** Leslie Vassilaros  
Harmony House  
2000 Eoff St.  
Wheeling, WV 26003

## III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2012. **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, 2013.

## IV SERVICES

Child forensic interviewing

- Assessment of child's needs for overall well-being of child
- Obtainment of information in neutral, fact finding manner

Extended forensic interviewing (evaluation)

Victim advocacy and support

- Crisis intervention
- Supportive counseling
- On-site therapy
  - Individual
  - Family
  - Group
- Case Management
  - Medical referral, evaluation, and treatment coordination
  - Mental health referral and coordination
  - Victim services coordination
- Information and referrals
- Multi-disciplinary team (MDT) case reviews
  - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services, and prosecution
- Case tracking
- Participation on community MDTs and task forces

Criminal justice support

- Court accompaniments
- Children's court preparation
- Court testimony (subpoena)
- Court expert witness testimony

Community education

- Professional development
- Prevention programs
- Awareness campaigns
- Psycho-educational programs

## 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. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor – a fully accredited member of the National Children's Alliance – during the first year of funding.
2. To ensure all Belmont County, Ohio children referred to Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the funding year.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution, and law enforcement referrals during the funding year.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County children alleging abuse who have been referred to the Contractor and their non-offending family members during the funding year.
5. To provide community education for prevention, awareness, and to identify victims of child abuse to at least 100

5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$160,000**.

**All financial obligations of Purchaser under this contract are subject to federal, Ohio, and local 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**

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.

Personnel	\$110,276
(includes 50% Executive Director, 50% CAC Coordinator, 100% Forensic Services Specialist, and 50% Child and Family Personnel)	
Salaries	
Payroll Taxes	
FICA	
SUTA	
Workers' Comp	
Health Insurance	
Pension	

Client Materials	\$3,500
Office Supplies	\$4,000
Postage	\$1,500
Printing	\$3,000
Payroll Service Fees	\$900
Telephone	\$2,400
Internet	\$1,200
Maintenance Contracts/Copies	\$1,500
Travel Expenses	\$3,000
Training/Staff Development	\$10,000
Dues and Subscriptions	\$1,000
Advertising	\$1,000
Database Fees	\$1,000
Security	\$1,000
Logos/Decorations	\$1,000
Liability and Property Insurance	\$3,500
Accounting and Auditing Fees	\$5,000
Legal Fees	\$2,500
Miscellaneous	\$2,724

TOTAL without projected in-kind of space, furnishings, etc. \$160,000

It is anticipated that the Contractor will invoice Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within 30 days upon receipt of request for payment with documentation. This budget is a projected budget. The line items and amounts may be adjusted as needed. The annual total of requests for reimbursement submitted to Purchaser are not to exceed \$160,000. It is suggested that any funds not spent down during the fiscal year will remain in the special Contractor fund to be used to offset future expenses.

**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 conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. 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-

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 Purchaser's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**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 BCDJFS.

**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



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 part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**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>6/20/12</u>
<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>Charles R. Probst, Jr. /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Ginny Favede /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Matt Coffland /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>

**BETWEEN BCDJFS AND CINDY BACON (FAMILY TEAM MEETING FACILITATOR)**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000), effective July 1, 2012 through June 30, 2013 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract  
Family Team Meeting Facilitator**

**Whereas**, this contract, entered into on this 1st day of July, 2012, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015.

**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:** Cindy Bacon  
106 Norris Street  
St. Clairsville, OH 43950  
740-298-1898

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2012. 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, 2013.

**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.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

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.

**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 will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
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 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.

**D. Performance Standards**

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

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

**E. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. 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.
2. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement 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'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 Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

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**

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.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$17,000
Travel and Expense	\$1,000
<b>TOTAL COST:</b>	<b>\$18,000</b>
<b>MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$18,000</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 conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or

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.

**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.

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**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 BCDJFS'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 BCDJFS.

**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.

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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 part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**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>5-30-12</u>
<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>Charles R. Probst, Jr. /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Ginny F. Avede /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>

**BETWEEN BCDJFS AND CINDY BACON (KINSHIP SUPPORT SERVICES)**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000.00), effective July 1, 2012 through June 30, 2013 to provide Kinship Support Services (homestudies) for Belmont County Children Services Department.

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

**Whereas**, this contract, entered into on this 1st day of July, 2012, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015.

**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:** Cindy Bacon  
106 Norris Street  
St. Clairsville, OH 43950  
740-298-1898

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2012. 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, 2013.

**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.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

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.

**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**

13. Contractor will initiate and complete Kinship homestudies as assigned by Program Administrator. Homestudies will be completed using format approved and recommended by the Protect Ohio consortium. Homestudies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
14. Contractor does not have direct line responsibility for the case.
15. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
16. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
17. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
18. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
19. Contractor agrees to provide agency with an emergency contact number.

**D. Purchaser Responsibilities**

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. 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.

**D. Performance Standards**

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

Contractor will schedule and complete homestudies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

**E. Performance Reporting**

6. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. 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.
7. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
8. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
9. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
10. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.

6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement 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'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 Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

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**

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.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$16,000
Travel and Expense	\$2,000
<b>TOTAL COST:</b>	<b>\$18,000</b>
<b>MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$18,000</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 conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or

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.

**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 BCDJFS'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 BCDJFS.

**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



**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 BCDJFS 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 part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**XLI PROCUREMENT**

**Cindy Bacon**

*Chris Berhalter /s/*

**Date**

6-26-12

**Approved as to form:**

**Belmont County Prosecutor**

**Date**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RENEWAL OF THE CONTRACT BETWEEN BCDJFS AND BELMONT CO. CAC FOR THE WIA YOUTH PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the renewal of the Purchase of Performance of Services Contract between the Belmont County Department of Job & Family Services and the Belmont County Community Action Commission for the WIA Youth Program for the period of July 1, 2012 through June 30, 2013 in the amount not to exceed sixty-five thousand dollars (\$65,000).

*Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School Youth 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, 2012**, 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; 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; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2012 (7/1/12 – 6/30/13). These services are four 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 for Program Year 2012 will become effective on July 1, 2012. The termination date of this contract is June 30, 2013. This contract for youth services may be extended for one additional Program Year (July 1 – June 30) based on meeting contractual performance.

**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 hours may be extended 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.

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; 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 total participants for the program is a minimum of sixteen (16) In-School Youth enrolled by January 15, 2013, and a minimum of four (4) Out-of-School Youth enrolled by April 15, 2013. Of the total participants (In-School and Out-of-School), ten (10) may be enrolled in Work Experience which can be increased based on funding. In-School Youth Work Experience participants must begin Work Experience by April 1, 2013. Out-of-School Youth Work Experience participants must begin Work Experience by April 30, 2013. 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

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.

17. 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.

#### **E. 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; Leadership Development Opportunities; Adult Mentoring; 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; 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. **Enrollment of a minimum of sixteen (16) In-School Youth by January 15, 2013 and enrollment of a minimum of four (4) Out-of-School Youth by April 15, 2013.**
3. **Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. The Number in Work Experience may be increased depending on availability of funds.**
4. **Provide follow-up to all exited WIA Youth participants as determined by the Purchaser including participants not directly served by the Contractor. 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. Enrollment of a minimum of sixteen (16) In-School Youth in the program by January 15, 2013 and enrollment of a minimum of four (4) Out-of-School Youth in the program by April 15, 2013. Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. In-School Youth must be enrolled in Work Experience by April 1, 2013. Out-of-School Youth must be enrolled in Work Experience by April 30, 2013. Provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth.**

Failure by the Contractor to meet these targeted enrollment numbers by the enrollment deadline will result in the following as determined by the Purchaser:

- a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the enrollment requirements and measures to be implemented to achieve the enrollment requirements. The corrective action plan must be approved by the Purchaser to allow the Contractor to continue the provision of services specified in this contract; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the enrollment requirements specified in this contract (Reference XXII Termination and XXIV Breach of Contract).

##### **Contractual Performance Measures**

1. **Sixty percent (60%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed for each In-School Youth: first by January 31, 2013 and the second by May 15, 2013. One survey must be completed on each Out-of-School Youth within two weeks of the end of program activity completion.**
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 by the Contractor.**
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 In-School Youth will complete the program's required number of community service hours as determined by the contractor.**
7. **Contractor will use the Purchaser's follow-up log on exited youth to document 12 month follow-up status. The Contractor's satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser to ensure the Contractor is meeting the required follow-up time frames: 1<sup>st</sup> Quarter After Exit one (1) to three (3) months; four (4) to (6) six months; and nine (9) to twelve (12) months.**

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.

The Purchaser and Contractor will determine the format of these reports.

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-site 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 **\$65,000.00 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.

<b>ACTIVITY</b>	<b>TOTAL COST</b>
Administrative Staff Wages and Fringes	3920.00
Operating Staff Wages and Fringes	38524.00
Participant Wages and Fringes	10,595.00
Operating Expenses	9381.00
Administrative Expenses	2580.00
<b>TOTAL COST:</b>	<b>65,000.00</b>
<b>MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>65,000.00</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 conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. 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

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

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 part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**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>6-25-12</u>
<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>Ginny Favede /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Charles R. Probst, Jr. /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Matt Coffland /s/</u>	<u>6/27/12</u>
<b>Belmont County Commissioner</b>	<b>Date</b>

**REQUEST FOR ADDITIONAL MONIES FROM LODGING  
EXCISE TAX RECEIPTS FOR CARNES CENTER MANAGER’S SALARY**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the request from the Belmont County Tourism Council to forward an additional \$25,000.00 from the lodging tax receipts for the month of July for the Carnes Center Manager’s salary.

*Note: This is in addition to their monthly \$20,000 allotment for operating expenses.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION OF FEB. 1, 2012,  
TO ADOPT AN AMENDMENT TO SECTION 6.3 OF THE SPECIAL  
PURPOSE FLOOD DAMAGE REDUCTION RESOLUTION**

Motion made by Mr. Probst, seconded by Mr. Coffland to rescind the motion of February 1, 2012 to adopt an amendment to Section 6.3 of the **Special Purpose Flood Damage Reduction Resolution of Belmont County, Ohio.**

*Note: Two public hearings were needed before adopting the amendment.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING TWO (2) PUBLIC HEARINGS  
RE: PROPOSED AMENDMENT TO SECTION 6.3 OF THE SPECIAL  
PURPOSE FLOOD DAMAGE REDUCTION RESOLUTION**

Motion made by Mr. Probst, seconded by Mr. Coffland to hold two (2) public hearings regarding the proposed amendment to Section 6.3 of the **Special Purpose Flood Damage Reduction Resolution of Belmont County, Ohio** pursuant to O.R.C. 307.99(C) and to authorize the Clerk of the Board to publicly post notice of the same by legal advertisement.

*Note: Public Hearings will be held on Wednesday, July 25 and Wednesday, Aug. 1 at 10:45 a.m. in the Commissioners’ Meeting Room.*

**Notice of Public Hearings**

Public hearings will be held regarding the proposed Amendments to Section 6.3 of the Special Purpose Flood Damage Reduction Regulations for unincorporated areas of Belmont County pursuant to Ohio Revised Code 307.99 (C) whereby the Board shall make the proposed Amendments available to the public.

The hearings will be held at 10:45 a.m. Wednesday, July 25, 2012 and 10:45 a.m. Wednesday, August 1, 2012, at the offices of the Board of Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

**Times Leader Legal Advertise (2) Fridays, July 6, 2012 and July 13, 2012**

**By order of the Belmont County Board of Commissioners**

Jayne Long /s/

**Jayne Long, Clerk**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION NO. 1 FOR CHAMBERS,  
MURPHY & BURGE, LTD/HISTORIC SHERIFF’S RESIDENCE ADAPTIVE REUSE**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute pay application No. 1 for Chambers, Murphy & Burge, Ltd., in the total amount of \$ 5,925.63 for construction engineering services on the Historic Sheriff’s Residence Adaptive Reuse as follows:

Fed/State Match	\$4,740.50
Local Match	1,185.13
Total	\$5,925.63

Upon roll call the vote was as follows:

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

**ANNOUNCEMENT:** *Commissioner Probst announced that he will be going on his annual family vacation for the next two (2) weeks starting Monday, July 2.*

**11:00 A.M. BELMONT COUNTY BUDGET HEARING**

**IN THE MATTER OF APPROVING THE COMMISSIONERS’ ANNUAL BUDGET  
FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2013**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2013 for consideration by the County Budget Commission.

**DISCUSSION HELD** – Mr. Probst reported the 2013 budget requests for the General Fund totals \$20,047,064.90. This is what is requested from all departments. There were 14 departments requesting more money and 17 departments requesting less than they did last year. The amount certified for last year was \$17,400,000.00. Auditor Andy Sutak says he is looking at certifying a little higher next budget year. Mr. Probst wanted to make it clear that this is what each department submits to the Commissioners on what they feel they are going to need to run their individual departments for in the coming year. He explained the following: It is a “wish list” of what they would like appropriated to run their offices on. This is just a request to the Budget Commission, it is not the appropriations. This is not the amount of money they will be



June 27, 2012

June 27, 2012

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:30 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 11:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of July, 2012.

\_\_\_\_\_

\_\_\_\_\_

COUNTY COMMISSIONERS

\_\_\_\_\_

We, Charles R. Probst, Jr. and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do