

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

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$366,200.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND/COMMISSIONERS

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	E-0051-A001-A39.000 Port Auth-Co. Share	\$19,457.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND/COMMISSIONERS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers-Out	E-0011-A001-B04.012 Equipment	\$ 5,900.00
E-0257-A015-A15.074 Transfers-Out	E-0061-A002-B04.012 Equipment	\$14,110.00
E-0257-A015-A15.074 Transfers-Out	E-0063-A002-B27.012 Equipment	\$ 6,128.00
E-0257-A015-A15.074 Transfers-Out	E-0111-A001-E12.012 Equipment	\$ 1,000.00
E-0051-A001-A50.000 Budget Stabilization Res	E-0061-A002-B02.002 Salaries-Employees	\$ 849.00
E-0051-A001-A50.000 Budget Stabilization Res	E-0061-A002-B14.003 PERS	\$ 120.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S72.000 Capital Repairs	\$13,800.50
E-8010-S030-S51.002 Salaries	E-8010-S030-S57.000 Travel/Staff Dev.	\$2,800.00
E-8010-S030-S60.000 Maintenance/Rep	E-8010-S030-S55.010 Supplies/Materials	\$1,500.00
E-8010-S030-S60.000 Maintenance/Rep	E-8010-S030-S58.000 Communications	\$50.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

COMMON PLEAS COURT/VARIOUS FUNDS

FROM	TO	AMOUNT
E-1518-S075-S03.002 Salary/Fringes	E-0061-A002-B02.002 Salaries-Employees	\$14,676.24
E-1518-S075-S03.002 Salary/Fringes	E-0061-A002-B05.000 Intense Prob. Clerk of Crts	\$10,557.72
E-1518-S075-S03.002 Salary/Fringes	E-0061-A002-B14.003 PERS	\$1,937.06
E-1518-S075-S03.002 Salary/Fringes	E-0256-A014-A07.005 Medicare-Emp Share	\$194.22
E-1518-S075-S03.002 Salary/Fringes	R-9895-Y095-Y01.500 Employers Share PERS	\$570.76

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF APRIL, MAY & JUNE, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of April, May & June, 2016.

FROM	TO	AMOUNT
E-0256-A014-A08.006 GENERAL	R-9891-Y091-Y03.500	10,833.33
E-2218-G000.G06.003 FOOD SERVICE	R-9891-Y091-Y03.500	250.02
E2215-F077-F01.002 REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	124.99

June 29, 2016

E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	124.99
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,500.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	473.18
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,291.43
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	65.56
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	71.18
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	11.18
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	4.14
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9891-Y091-Y03.500	0.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,000.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	500.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,166.66
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,250.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		25,666.66

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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 29, 2016, 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 to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: DJFS-Lisa Fijalkowski, Annette Witchey and Joyce Bosold to Marietta, OH, on June 28, 2016, for a fraud meeting. Vince Gianangeli, Jack Regis and Bonnie White to Bellaire, OH, on June 30, 2016, for the East Ohio Regional Waste Authority Procurement meeting. Estimated expenses: \$72.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 22, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REVISION
TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the revision to the Family and Medical Leave Policy, section 6.11 E of the current Belmont County Board of Commissioners Personnel Policy Manual, effective March 16, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE
CONTRACT BETWEEN BELMONT CO. DEPT. OF JOB & FAMILY
SERVICES (ON BEHALF OF THE BELMONT CO. FAMILY & CHILDREN FIRST
COUNCIL) AND TRI-COUNTY HELP CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of a contract between Belmont Co. Dept. of Job & Family Services, (on behalf of the Belmont County Family and Children First Council), and Tri-County Help Center in the amount not to exceed \$15,750.00, effective July 1, 2016 through June 30, 2017, to provide administrative services for the Ohio Family & Children First Council of Belmont County.

**GRANT AGREEMENT BETWEEN
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE TRI-COUNTY HELP CENTER**

This agreement to provide administrative services for the Ohio Family and Children First Council of Belmont County is entered into on this **29th day of June, 2016**, by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider**."

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2016 through June 30, 2017, inclusive, unless otherwise terminated pursuant to Article IV and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.00.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** agrees to submit an invoice to the **Department** in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Department** during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records and other media produced under this agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has unrestricted rights to reproduce, distribute, modify and maintain and use. All materials and items produced under this contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements, including, but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE IV: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE V: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-24-16</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Cathy Campbell /s/</u>	<u>6/24/16</u>
Cathy Campbell, Director	Date
Tri-County Help Center	
<u>Ginny Favede /s/</u>	<u>6-29-16</u>
Ginny Favede, President	Date
Belmont County Board of Commissioners	
<u>Matt Coffland /s/</u>	<u>6-29-16</u>
Matt Coffland, Vice-President	Date
Belmont County Board of Commissioners	
<u>Mark Thomas /s/</u>	<u>6-29-16</u>
Mark Thomas, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/ assist</u>	<u>6-24-16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE CONTRACT BETWEEN BELMONT CO. DEPT. OF JOB & FAMILY SERVICES AND HARMONY HOUSE INC.

Motion made by Mrs. Favede, 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, 2016 through June 30, 2017, in the maximum amount of \$150,479.01, for the provision of 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**

Whereas, this contract, entered into on this **29th day of June, 2016**, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the **“Purchaser”**, and Harmony House, Inc., hereinafter referred to as the **“Contractor”**, is for the purchase for the establishment of a fully-functioning Children’s Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children’s Advocacy Center that works toward strengthening our community’s response to child abuse using a more child-focused approach. This program will adhere to the State of Ohio rules and regulations promulgated thereunder, 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 Children’s Advocacy Center services to the Belmont County Department of Job and Family Services Children Services Division by developing and maintaining a Children’s Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children’s Advocacy Center will provide a more humane, culturally competent, legally sound, site based, multidisciplinary team (MDT) centered assessments, investigations, prosecutions and interventions including treatment involving child abuse allegations that focus on the needs of the alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medial referrals and education thus decreasing victim trauma, increasing offender accountability, strengthening the MDT and strengthening community response to child abuse.

The primary focus of a Children’s Advocacy Center is child sexual abuse. The Contractor will also provide 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 19th birthday, services are available to adults with developmental disabilities 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 affected 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: Harmony House, Inc.
2000 Eoff Street
Wheeling WV 26003

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2016. 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, 2017.

IV SERVICES

1. Child forensic interviewing
 - Assessment of a child’s needs for overall well-being of the child
 - Obtainment of information in a neutral, fact-finding manner
2. 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 MDT’s and task forces
 - 3. Criminal justice support
 - Court accompaniments
 - Children’s court preparation
 - Court testimony (subpoena)
 - Court expert witness testimony
 - 4. Community Education
 - Professional development
 - Prevention programs
 - Awareness campaigns
 - Psycho-education programs

V SCOPE OF WORK

A. The 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 term of this contract.
2. To ensure all Belmont County, Ohio children referred to the 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 term of this contract.
3. To provide on-site forensic interviews in the Contractor’s child-friendly setting to the Purchaser, prosecution and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County, Ohio children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness and to identify victims of child abuse to at least 100 Belmont County, Ohio participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County, Ohio children referred to the Contractor and in need of these services during the term of this contract.
7. The Contractor will schedule victim interviews within three (3) days upon receipt of referral.
8. The Contractor will provide a verbal report and interview DVD to the Purchaser upon completion of the interview.
9. The Contractor will provide a written summary to the Purchaser in a timely manner with most summaries being completed within a two (2) week period when possible with this timeframe contingent upon the number of summaries to be completed. The summaries will be expedited when a request is made. The summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

B. The Purchaser’s Responsibilities

1. The Purchaser will make referrals to the Contractor within two (2) working days upon the receipt of information on a case determined by the Purchaser that meets the criteria for a forensic interview.
2. The Purchaser will provide all necessary contact and referral information needed for the Contractor's services to occur.
3. The Purchaser will participate in all scheduled team meetings of the Contractor and provide requested case information for case review and tracking in a timely manner upon request from the Contractor.
4. The Purchaser will be in attendance for victim interviews.
5. The Purchaser will monitor the 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. For the contract period July 1, 2016 through June 30, 2017, the total amount available for reimbursements to the Contractor under the terms of this contract will be \$150,479.01.

This amount consists of carryover funds from April 1, 2011 through June 30, 2012 amount to \$40,925.85, carryover funds from July 1, 2012 through June 30, 2013 amount to \$37,247.33, carryover funds from July 1, 2013 through June 30, 2014 amount to \$37,479.31 and carryover funds from July 1, 2014 through June 30, 2015 amount to \$34,826.52 for a total of \$150,479.01. The funding was provided by the Belmont County Commissioners, Belmont County Department of Job and Family Services and Belmont County Board of Developmental Disabilities. These funds can be used as needed by the Contractor.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices for actual costs incurred for providing services will be submitted by each month by the Contractor no later than the 20th day of the following month. Failure to submit this information on time may be considered a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment then the Contractor must be notified before the thirty (30) day period has expired.

The 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, the Purchaser may choose to modify this contract so that proportional payment, as defined Article IV, is made.

The following costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Worker's Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees and Miscellaneous.

It is anticipated that the Contractor will invoice the Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within thirty (30) days upon receipt of request for payment with documentation. Any funds not spent down during the term of this contract will remain in the special Contractor fund to be used to offset future expenses.

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the 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

The 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 unit will be applied to the entire audit. The Contractor agrees to repay the 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, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued.

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

XI DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES

Office equipment and furniture assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the term of this contract expires. An inventory of the Purchaser equipment and/or furnishings will be maintained by the Contractor. The Purchaser has the option to donate said assets to the Contractor at the expiration of the contract.

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

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

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

XII WARRANTY

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

XIII INSURANCE

The 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, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the 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 or elected 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, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is strictly prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The 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. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, modifications and repayment. The 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 the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB Circulars, Ohio laws and regulations, including the Ohio Administrative Code rules, and all provisions of the Purchaser's policy in the performance of work under this contract.

The 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 the Contractor's employees.

The 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 the 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 the Contractor and the Purchaser. The Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or other liability on the Purchaser or the Belmont County Board of Commissioners.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior and written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, The 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. The 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 supersedes 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 party thirty (30) days prior to the effective date of termination. Should the Contractor wish to terminate this contract notice to the Purchaser must be delivered thirty (30) days prior to the effective date of 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. Any funds expended for contractual services and items prior to the date of termination shall be paid in accordance with Article VIII to the Contractor.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment, as applicable, the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

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

XXVI INDEMNIFICATION

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

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 when possible.

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 permissible by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that 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, the 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. The 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and any other Child Support Enforcement Agency (CSEA) in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the 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, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser’s Ohio Works First Customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

The 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

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The 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. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The 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

The 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

The 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

The 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

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

SIGNATURES:

<u>Vince Gianangeli /s/</u>	<u>6-22-16</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Leslie Vassilaros /s/</u>	<u>6/22/16</u>
Leslie Vassilaros, Executive Director	Date
Harmony House, Inc.	
<u>Ginny Favede /s/</u>	<u>6-29-16</u>
Ginny Favede, President	Date
Belmont County Board of Commissioners	
<u>Matt Coffland /s/</u>	<u>6-29-16</u>
Matt Coffland, Vice-President	Date
Belmont County Board of Commissioners	
<u>Mark Thomas /s/</u>	<u>6-29-16</u>
Mark Thomas, Commissioner	Date
Belmont County Board of Commissioners	

Approved as to form:

<u>David K. Liberati /s/ assist</u>	<u>6-24-16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

Commissioner Favede noted her appreciation of Department of Job and Family Services Director Vince Gianangeli, Board of Developmental Disabilities Director Steve Williams and the Board of Commissioners for continuing to fund the advocacy center in Belmont County. She said, “There is a drug epidemic in the state and Belmont County and it is seeping into the lives of children.” “I am proud to know that we do something every day, that Mr. Gianangeli, Mr. Williams, and this board does something every day by funding this, to help these children,” said Commissioner Favede.

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE CONTRACT BETWEEN BELMONT CO. DEPT. OF JOB & FAMILY SERVICES (ON BEHALF OF THE BELMONT CO. FAMILY & CHILDREN FIRST COUNCIL) AND THE COMMUNITY ACTION COMMISSION OF BELMONT CO. FOR THE HELP ME GROW PROGRAM EARLY INTERVENTION PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the renewal of the contract between the Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Community Action Commission of Belmont County, for the **Help Me Grow Program Early Intervention Program**, effective July 1, 2016 through June 30, 2017, in the maximum amount of \$24, 610.00

Note: Help Me Grow is a collaborative and integrated system of services and supports to help families create an environmental conducive to growth and development of young children.

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Early Intervention Program** is entered into on this **29th day of June 2016** by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), on behalf of the Belmont County

Family and Children First Council, hereinafter referred to as “**Department**” and the Community Action Commission of Belmont County (TIN 34-096-7230), hereinafter referred to as “**Provider**.”

ARTICLE I: PURPOSE

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child’s ability to learn, reducing incidences of child abuse and neglect and supporting a parent’s efforts to achieve self-sufficiency. Help Me Grow services are delivered through a community based flexible service mechanism including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two (2) years of age. Under this agreement, the **Provider** shall implement and provide services in accordance with the attached contract by and between the **ODH** and the **Department** as it relates to the Central Coordination of the Help Me Grow Program.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from **July 1, 2016 through June 30, 2017**, inclusive, unless otherwise terminated pursuant to Article VI. It may be extended beyond this time period upon the execution of a written amendment pursuant to Article VI contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. The payment for services provided in accordance with this provisions of this contract shall not exceed **\$24,610.00** unless both the **Provider** and the **Department** agree upon an amended amount and are contingent upon the availability of funds.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** is to submit an invoice to the **Department** within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant produces including any documents, data, photographs and negatives, electronic reports, records, software, source code or other media shall become the property of the Ohio Department of Health which shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. If this grant is funded, in whole or in part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner except as may otherwise be allowed under federal law. The department’s ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: “This work is funded in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Me Grow Early Intervention Program and as a sub-award of a grant issued by the U.S. Department of Education under Part C of IDEA Grant, grant award number [H181A1200241] and CFDA number [84.181A].”
- C. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements including, but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow program including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

During the term of this contract, the **Provider** will ensure that each child in early intervention is assigned one service coordinator who will serve the family as the service coordinator as soon as possible after the program referral but in enough time to complete service coordination activities in the time frames required. The **Provider** will ensure that the service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family (e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child’s medical home and coordination transition). The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- C. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- D. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VII: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department’s** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- I. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- J. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- K. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- L. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- M. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- N. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- O. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- P. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-22-16</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Gary F. Obloy /s/</u>	<u>6/24/2016</u>
Gary F. Obloy, Executive Director	Date
Community Action Commission of Belmont County	
<u>Ginny Favede /s/</u>	<u>6-29-16</u>
Ginny Favede, President	Date
Belmont County Board of Commissioners	
<u>Matt Coffland /s/</u>	<u>6-29-16</u>
Matt Coffland, Vice-President	Date
Belmont County Board of Commissioners	
<u>Mark Thomas /s/</u>	<u>6-29-16</u>
Mark Thomas, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/ assist</u>	<u>6-24-16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE RENEWAL AGREEMENT FOR STATE FISCAL YEAR (SFY) 2017 LOCAL WORKFORCE DEVELOPMENT AREA MEMORANDUM OF UNDERSTANDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the renewal agreement for State Fiscal Year (SFY) 2017 Local Workforce Development Area Memorandum of Understanding.

**Renewal Agreement
for
State Fiscal Year (SFY) 2017
Local Workforce Development Area
Memorandum of Understanding**

WIOA Area 16

The Workforce Innovation and Opportunity Act (WIOA), which was enacted in July of 2014 and became effective in July of 2015, superseded the Workforce Investment Act of 1998 (WIA). As a result, substantial efforts have been undertaken at both the state and local levels to develop

and implement new plans, performance standards, rules, policies, practices, and procedures for the transition to WIOA. Although much progress has been made, it is expected that transitional activities will continue through state fiscal year (SFY) 2017.

Therefore, all parties mutually agree to forego negotiation of a new Local Workforce Development Area Memorandum of Understanding (MOU) for SFY 2017 and to share services and resources as agreed upon for SFY 2016. The agreed upon shared resources are in the budget document included as Attachment A to this agreement.

It is understood and agreed upon by all parties that workforce programs and services delivered through the local workforce development system and the local OhioMeansJobs centers will be carried out in accordance with WIOA, the corresponding federal regulations, the applicable provisions of Ohio Revised Code Chapters 330, 6301, and 5101, and all applicable ODJFS policies.

All parties agree that should any party find it necessary to modify the shared services or budget documents, that amendments may be completed in accordance with the procedure listed in the 2015 MOU.

All parties further agree to enter into good faith negotiations to execute a new MOU for the 2018/2019 state fiscal biennium.

It is understood by all parties that refusal by any required partner to sign this agreement will mandate the negotiation of a new MOU for SFY 2017.

Signature Pages Follow
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Renewal Agreement
For
State Fiscal Year (SFY) 2017
Local Workforce Development Area
Partner Signatures

Ohio Department of Job & Family Services

Bruce Madson _____ Date _____

Assistant Director, Ohio Department of Job and Family Services,
 Wagner-Peyser Act, Trade Act, Unemployment Insurance Operations and Veterans Programs

Area 16 Representatives, Required Partners and Additional Partners:

Harrison Co Board of Commissioners

 Printed Name & Title

 Signature Date

Harrison Co DJFS

 Printed Name & Title

 Signature Date

Blank

Jefferson Co Board of Commissioners

 Printed Name & Title

 Signature Date

Eastern Gateway Community College

 Printed Name & Title

 Signature Date

Jefferson Co Community Action Council Inc.

 Printed Name & Title

 Signature Date

PIA Jump Start

 Printed Name & Title

 Signature Date

Belmont Co Board of Commissioners

Ginny Favede, Pres.

 Printed Name & Title

Ginny Favede /s/ 6/29/16

 Signature Date

Belmont College

 Printed Name & Title

 Signature Date

Opportunities for Ohioans with Disabilities
 (OOD)

 Printed Name & Title

 Signature Date

 Printed Name & Title

 Signature Date

Upon roll call the vote was as follows:

Carroll Co Board of Commissioners

Robert E. Wirkner

 Printed Name and Title

Robert E. Wirkner /s/ 6/27/16

 Signature Date

Carroll Co DJFS

Kate Offenberger, Director

 Printed Name & Title

Kate Offenberger /s/ 6/27/16

 Signature Date

Carroll Co Family and Children First Council

John E. McCall, Dir.

 Printed Name & Title

John E. McCall /s/ 6/21/16

 Signature Date

Jefferson Co DJFS

 Printed Name & Title

 Signature Date

Eastern Gateway Community College (ABLE)

 Printed Name & Title

 Signature Date

Jefferson Co JVS

 Printed Name & Title

 Signature Date

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Belmont Co DJFS

Vince Gianangeli, Director

 Printed Name & Title

Vince Gianangeli /s/ 6-24-16

 Signature Date

Mid-East CTC (ABLE)

Connie Shriver, ABLE Coordinator

 Printed Name & Title

Connie Shriver /s/ 6/28/16

 Signature Date

Belmont Co Community Action Commission
 (Title V services through Sept. 2016)

Gary F. Obloy, Executive Director

 Printed Name & Title

Gary F. Obloy /s/ 6/27/16

 Signature Date

 Printed Name & Title

 Signature Date

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

Discussion- Mr. Rob Guentter, Workforce Development Area 16 Administrator, said this is the first year under the new WIOA system. The state allowed a one-year extension under the previous MOU. He said next year they will be starting from scratch with a new MOU that, hopefully, better coordinates workforce training activities in-line with what employers need and uses the dollars we get in the county more effectively.

IN THE MATTER OF APPROVING CHANGE ORDER #3 FOR MID ATLANTIC STORAGE SYSTEMS, INC./SANITARY SEWER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #3 for Mid Atlantic Storage Systems, Inc. in the amount of \$142,416.70, for the Belmont County Sanitary Sewer Water Treatment Plant-Finished Water Storage Tank, based upon the recommendation of Director Kelly Porter and Jeff Vaughn, Project Engineer. This is to allow interchangeability between both plant transfer tanks with both high service pumping systems and will be paid out of N-82 Well Upgrades.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #8 FROM VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #8 from VendRick Construction, Inc., in the amount of \$3,365.00 for plumbing changes to the grease waste/sanitary layout for the Senior Services of Belmont County - Community Building, Project # 14-019; revised project cost \$6,049,806.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #9 FROM VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #9 from VendRick Construction, Inc., in the amount of \$6,761.00 (credit of \$13,350.00 applied to new aluminum door security charges of \$20,111.00) for changes to the door hardware and additional work caused by the proposed security system for the Senior Services of Belmont County – Community Building, Project # 14-019; revised project cost \$6,056,567.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ANNUAL GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT WITH WESTERN BRANCH DIESEL/SARGUS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the annual Generator Preventative Maintenance Agreement with Western Branch Diesel for the period of August 1, 2016 to August 1, 2017, for the Sargus Juvenile Center.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-NONE

IN THE MATTER OF BID OPENING FOR THE POWHATAN POINT STREET IMPROVEMENT PROJECT-CDBG

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Powhatan Point Street Improvement Project-CDBG; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Shelly & Sands, Inc P.O. Box 66 Rayland, Ohio 43943	X	\$41,200.00
The Lash Paving Company P.O. Box 296 Colerain, Ohio 43916 (Engineer’s estimate \$42,325.00)	X	\$45,000.00

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn over all bids received for the street improvement work at Monroe, Belmont and Noble Streets in Powhatan Point to A.C. Wiethe, Belmont Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK

IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF ST. CLAIRSVILLE BOYS TRACK AND FIELD TEAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation honoring the St. Clairsville Boys Track and Field Team.

***PROCLAMATION
HONORING THE ST. CLAIRSVILLE
BOYS TRACK AND FIELD TEAM***

WHEREAS, the St. Clairsville High School “Red Devils” Boys Track and Field Team recently completed its 2016 track season culminating with an highly impressive record, which included the OVAC 4A Championship, D II District Championship, D II Regional Championship and OHSAA Division II gold medals in both long jump and 110 high hurdles; and

WHEREAS, the “Red Devils” Boys Track and Field Team epitomize the status of exceptional representatives for Belmont County, through their hard work, dedication and teamwork; and

WHEREAS, the “Red Devils” captured the Division II State Track and Field Championship at the OHSAA State Track and Field Championship Meet at the Jesse Owens Memorial Stadium at The Ohio State University; and

WHEREAS, the Boys Track and Field Team made history through their victory by earning the distinction of becoming the first boys track team to win a Buckeye State Championship Crown throughout the school’s history; and

June 29, 2016

WHEREAS, the athletes, coaches and students have brought much pride to the St. Clairsville School District as well as to Belmont County for being the first boys team from a county school to win a Track and Field State Championship in 40 years; and

WHEREAS, heartfelt congratulations are extended to Head Coach Tony Ciroli, assistant coaches, and the 2016 Red Devils Track and Field team on a spectacular season and outstanding representation of their school, community, county and the entire Ohio Valley Athletic Conference.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby offer sincere congratulations to the St. Clairsville Red Devils Boys Track and Field team, coaches, parents, fans, and the entire school district on its electrifying season and congratulate them on winning the Division II State Championship and a most successful, memorable season. Adopted this 29th day of June, 2016.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

The Board of Commissioners congratulated the team and their coaches on a job well done and noted the pride the team and coaches have brought to Belmont County.

**IN THE MATTER OF THE VACATION OF
ALLEY (NO NAME OR NUMBER)**

**Office of County Commissioners
Belmont County, Ohio**

WHEELING TWP. SEC. 7, T-8, R-4/RD IMP 1140

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 29th day of June, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede

Mr. Coffland

Mr. Thomas

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5563.01 R.C.

Mrs. Favede moved the adoption of the following Resolution:

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

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

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of June 29, 2016, and a copy of this resolution be forwarded to the Wheeling Township Trustees.

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

Mrs. Favede _____, Yes

Mr. Coffland _____, Yes

Mr. Thomas _____, Yes

Adopted the 29th day of June, 2016.

Jayne Long /s/

Clerk, Board of County Commissioners

Belmont County, Ohio

1. “locating,” “establishing,” “altering,” “widening,” “straightening,” “vacating” or “changing the direction of.”

June 29, 2016

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:35 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:35 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of July, 2016.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
_____ CLERK