

St. Clairsville, Ohio

June 20, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Gordie W. Longshaw and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of June 13, 2007, were read, approved and signed.

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-CDW Government, Inc.	Internal Floppy Drive/General Fund	47.99
CDW Government, Inc.	Signal Cable/General Fund	9.99
Chevron/Texaco Card Services	Gasoline/General Fund	1,126.02
Columbia Gas	Service-Thoburn Church/General Fund	681.70
Draft-Co., Inc.	Web Server Set up-GIS Projects/General Fund	1,000.00
Kucera International	Prof. Services-GIS Projects/General Fund	800.00
Linda S. Jurco	Transcripts-Court of Appeals/General Fund	43.50
McGhee & Co.	Supplies/General Fund	149.99
McGhee & Co.	File Folders/General Fund	113.96
Redwood Toxicology Laboratory	Drug Testing/General Fund	493.35
Reliable	Supplies/General Fund	42.13
United States Postal Service	Box Rental/General Fund	144.00
B-Belmont Co. Sanitary Sewer	May service/Dog and Kennel Fund	286.00
Tommie S. McGlothlin	Euthansia expenses/Dog and Kennel Fund	244.00
K-Lash Paving, Inc.	Engineer Project 07-5-Apply Liquid Bituminous Material/MVGT Fund	18,018.00
Shereza O'Hara	Reimburse expenses/Engineer's MVGT Fund	209.42
M-Gabriel Brothers	Clothing-child in placement/Placement II-Juvenile Court Fund	150.00
Jant Pharmacal Corp.	Supplies/Intake Coordinator-Juvenile Court Fund	45.00
N- DeNoble Bros. Construction, Inc.	Final payment-courtroom renovations/Capital Projects Reserve Fund	7,878.00
ERB Electric Company	Phone installation/EMA EOC Equipment Grant Fund	24,850.00
H.E. Neuman Co.	Relocation of heat pumps/Capital Projects Reserve Fund	13,972.00
P-American Electric Power	May service/WWS#1 Revenue Fund	13.91
Belmont Co. Sanitary Sewer	May service/WWS#1 Revenue Fund	3,701.25
Belmont Equip. Sales, Inc.	Materials/BCSSD Funds	199.95
Columbia Gas of Ohio, Inc.	Services/BCSSD Funds	109.86
Karri Haglock	Travel expenses/BCSSD Funds	104.58
Melissa Rebecca	Travel expenses/BCSSD Funds	104.58
Rose Products & Services	Supplies/BCSSD Funds	338.75
St. Clair Lumber Company	Materials/BCSSD Funds	54.28
Water & Sewer Develop. Fund	OE Trans Out/BCSSD Funds	10,683.11
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
Craig Allen	Gal-Training/Juvenile Ct. General Special Projects Fund	50.00
Gardner Deegan	Translator/Northern Div. Court Gen. Special Projects Fund	100.00

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for June 20, 2007 as follow:

FUND	AMOUNT
A-GENERAL	\$ 9,839.61; \$9,828.18; \$5,263.61; \$1,317.59; \$10,830.49; \$247.82
GENERAL/ATTORNEY FEES	\$5,660.73
GENERAL/AUDITOR	\$5,264.87
GENERAL/EMA	\$3,487.71
GENERAL/SHERIFF	\$5,673.22
Sheriff/ESORN	\$128.74
GENERAL/911	\$3,596.18
E-911	\$849.93
H-County Home, Park Health	\$30,109.36
Job & Family, CSEA	\$83,963.97; \$54,652.25
Job & Family, Public Assistance	\$2,806.30; \$5,048.40; \$5,000.00; \$1,282.19; \$70,322.85; \$150.00; \$17,189.49
	\$1,323.50
Job & Family, WIA	\$13,636.48; \$159,644.45
J-Real Estate Assessment	\$2,773.14
K-Engineer MVGT	\$49,210.27; \$274.40
P-Oakview Admn Bldg.	\$672.56
S-Job & Family, Children Services	\$16,006.31; \$223,246.94; \$2,831.94
Oakview Juvenile Residential Center	\$3,583.32
Sheriff Commissary	\$331.14
Western Div. Ct. General Special Projects	\$512.00
P-Belmont Co. Sanitary Sewer District	\$8,739.33; \$7,695.48; \$10,474.62; \$93.40; \$2,271.48; \$99,076.34; \$24,939.34
T-Belmont Co. Sanitary Sewer District	\$203.30

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS CSEA ADMN FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the BCDJFS CSEA Admn Fund.

FROM	TO	AMOUNT
E-2760-H010-H01.002 Salaries	E-2760-H010-H15.000 Other Exp.	\$ 55,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

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

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P31.000 OE Oper	E-3702-P005-P21.000 Materials	4,000.00
SSD#1	SSD#1	
E-3704-P051-P05.000 Materials	E-3704-P051-P07.011 Services	500.00
E-3704-P051-P16.074 OE Trans Out	E-3704-P051-P15.000 OE Oper	3,500.00
E-3704-P051-P05.000 Materials	E-3704-P051-P02.010 Supplies	400.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFER WITHIN THE CONCEALED HANDGUN LICENSE FUND/SHERIFF

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within the Concealed Handgun License Fund/Sheriff.

FROM	TO	AMOUNT
E-5101-S001-S07.012 Equipment	E-5101-S001-S06.000 License Issuance Exp.	\$ 3,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S64.012 Equipment	E-8010-S030-S54.000 Food	3,000.00
E-8010-S030-S64.012 Equipment	E-8010-S030-S55.010 Supply	5,000.00
E-8010-S030-S64.012 Equipment	E-8010-S030-S60.000 Maintenance	5,000.00
E-8010-S030-S64.012 Equipment	E-8010-S030-S53.000 Medical	1,100.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE DISTRICT DETENTION HOME FUND S33

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S38.011 Contract Services	E-0910-S033-S44.003 OPERS/STRS	\$ 4,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE MENTAL HEALTH FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers within fund for the Mental Health Fund.

FROM	TO	AMOUNT
E-2310-S049-S63.000 Other Expenses	E-2310-S049-S61.004 Workers Comp	\$ 158.72

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF TRANSFER BETWEEN THE
COMPUTER EQUIPMENT-FEDERAL GRANT FUND
AND THE CAPITAL PROJECT RESERVE FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer between the Computer Equipment-Federal Grant Fund and the Capital Project Reserve Fund.

FROM	TO	AMOUNT
E-1591-T003-T05.013	E-9039-N039-N02.055	\$ 49,061.75
Renovations to Courtroom	Common Pleas Ct. Renovation	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-0131-A006-A18.000	Communications (PO 408197)	67.94
E-0131-A006-A09.000	Medical (PO 408138)	151.79
E-0131-A006-A07.000	Training (PO 408164)	15.00
E-0131-A006-A16.000	Other (PO 408140)	38.10
E-0131-A006-A16.000	Other (PO 408187)	7.66
E-0131-A006-A03.010	Supplies (PO 408128)	75.88
E-0131-A006-A09.000	Medical (PO 408121)	281.53

*2006 purchase orders have been closed.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE B000 BELMONT COUNTY DOG AND KENNEL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 4, 2007.

E-1600-B000-B02.002	Salaries-Employees	\$ 33,000.00
E-1600-B000-B03.010	Supplies	\$ 5,000.00
E-1600-B000-B04.012	Equipment	\$ 1,000.00
E-1600-B000-B07.000	Veterinary Services	\$ 22,300.00
E-1600-B000-B08.003	PERS	\$ 4,700.00
E-1600-B000-B10.005	Medicare	\$ 1,000.00
E-1600-B000-B13.006	Hospitalization	\$ 12,000.00
E-1600-B000-B11.000	Other Expenses	\$ 10,000.00
	TOTAL:	\$ 89,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-1810-L001-L02.010	Supplies	\$ 90.00
E-1810-L001-L09.000	Travel & Expenses	\$ 81.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

FUND	AMOUNT
PLACEMENT SERVICES – TITLE IV-E	
E-0400-M064-M05.000 Placement Costs	41,328.00
ALTERNATIVE SCHOOL	
E-0400-M067-M02.003 PERS	220.00
E-0400-M067-M04.005 Medicare	50.00
DRUG COURT DONATIONS	
E-0400-M072-M05.000 Other Expenses	75.00
PLACEMENT II	
E-0400-M075-M01.000 Other Expenses	94.26

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-1723-P093-P09.000 Other Expenses DOJ 06 \$ 15,772.80

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COMMISSARY FUND S00/SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

SHERIFF'S DEPARTMENT / COMMISSARY FUND S00

E-5100-S000-S01.010 Supplies \$ 28.99

**2006 purchase order has been closed.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

OAKVIEW JUVENILE REHABILITATION S030

E-8010-S030-S51.002	Salaries	10,569.58
E-8010-S030-S54.000	Food	90.00
E-8010-S030-S74.000	Youth Activity Fund	20.00
TOTAL		10,679.58

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	34,000.00
E-0910-S033-S47.006	Hospitalization	3,843.86
TOTAL		37,843.86
E-0910-S033-S60.010	Supplies/GS	*41.23

**Note: This is a carry over purchase order closed.
(PO 300439)*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

S066 MENTAL RETARDATION

E-2410-S066-S67.000 Materials \$ 1,730.06

**Note: This is a carry over purchase order closed.
(PO 803243)*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COMPUTER EQUIPMENT-FEDERAL GRANT FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-1591-T003-T05.013 Renovations To Courtroom \$ 7,878.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-1572-T004-T01.011 Drug Court Enhancement Grant \$ 6,163.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2007.

E-1511-W080-P07.006 Hospitalization 255.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated June 13, 2007 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

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

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

ELECTION BOARD – Board Members and Staff to attend Summer Elections Conference in Columbus, OH on June 19-21, 2007.

ENGINEER – David Sloan, Don Pickenpaugh and Steven Clark to attend CEAO Ohio Traffic Engineering & Highway Safety Conference and Trade Show in Columbus, OH on July 24-25, 2007.

VETERANS – Albert L. Parkhurst to attend OSAVSC Summer Convention on July 6-8, 2007 in Columbus, OH. Estimated expenses: \$900.00.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

OPEN PUBLIC FORUM – Pultney Township Trustee Frank Shaffer brought to Commissioners attention a low water line pressure problem in Bellaire. A brief discussion was held.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: May 31, 2007.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ESTABLISHING DATE AND
TIME AND GIVE NOTICE OF THE PUBLIC HEARING
ON THE BELMONT COUNTY BUDGET**

Motion made by Mr. Probst, seconded by Mr. Thomas to authorize the Clerk of the Board to establish the date and time and give Notice of the Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2008 pursuant to O.R.C. 5705.28

NOTICE OF PUBLIC HEARING

ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 11th day of July, 2007 at 11:30 o'clock A.M., a public hearing will be held on the Budget prepared by the¹ County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2008.

Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

Cindi L. Henry /s/

Cindi L. Henry
Fiscal Manager,
Belmont County Commissioners

ADVERTISE TIMES LEADER, JUNE 25, 2007 (ONE MONDAY)

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

IN THE MATTER OF ADOPTING RESOLUTION IN HONOR OF THE DEDICATION OF "NIEKRO DIAMOND AT PERKINS FIELD"

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the resolution in honor of the dedication of "Niekro Diamond at Perkins Field"

**RESOLUTION
IN HONOR OF NIEKRO DIAMOND
AT
PERKINS FIELD**

WHEREAS, former Lansing residents and Bridgeport High Alumni, brothers Philip Henry Niekro (Class of '57) and Joseph Franklin Niekro, (Class of '62) went on to become two of the most famous "Bridgeport Bulldogs" in sports history with their stellar careers in Major League Baseball; and

WHEREAS, Phil and Joe Niekro combined for 539 total wins, making them the most successful brother combination in major league history; and

WHEREAS, Phil Niekro began a 24 season big-league career with the Milwaukee Braves in 1964 and later pitched for the Atlanta Braves, New York Yankees, Cleveland Indians and Toronto Blue Jays culminating in 318 wins; and

WHEREAS, Joe Niekro pitched at West Liberty State College and then played on seven (7) major league teams including the Cubs, Padres, Tigers, Braves, Yankees, Twins and Astros for a total of 22 seasons and 221 wins; and

WHEREAS, Phil Niekro was inducted into the Baseball Hall of Fame in 1997, has the honor of being the most successful knuckleball pitcher of all time and is a five-time winner of the National League Gold Glove award; and

WHEREAS, Joe Niekro is also credited with being one of the most successful knuckleball pitchers of all time, a skill that was taught to the brothers by their father, Phil Niekro, Sr.; and

WHEREAS, in honor of the Niekro brothers, the Bridgeport Bulldogs baseball field in Brookside, Ohio, will be renamed "**Niekro Diamond at Perkins Field.**"

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby pay tribute to Phil Niekro and Joe Niekro for their outstanding contributions to their hometown communities and the world of professional baseball and join in the celebration of "**Niekro Diamond at Perkins Field.**"

Adopted June 20, 2007

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 07-7 FOR REMOVAL AND REPLACEMENT OF TWO BRIDGES ON TR 35, SOMERSET AND WAYNE TOWNSHIPS

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 07-7 for removal and replacement of two bridges on TR 35, one in Somerset Twp and one in Wayne Twp., based upon the recommendation of Fred Bennett, County Engineer and authorizes the Clerk of the Board to proceed with the required Notice to Bidders.

Note: Estimated Costs: OPWC Funds \$399,600; MVGT Funds \$140,400; Total \$540,000

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, July 11, 2007** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **BEL-SOM-35-00.19 & BEL-WAY-35-00.97, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by June 1, 2008. BEL-SOM-35-00.19 must be completed by December 1, 2007.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Department of Industrial Relations.

Said contract will be let to the lowest and best responsible bidder in accordance with Attachment 1 "Bid Documents Belmont County Commission". The County reserves the right to reject any and all proposals and award a contract to that bidder which is in the best interest of the County. The Board reserves the right to reject any and all bids.

By order of the Board of Commissioners
of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays: **June 25 and July 2, 2007**

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
ENGINEER'S PROJECT 07-8 SLIP REPAIR PROJECT CH56 (CATS RUN)**

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 07-8 Slip Repair Project CH56 (Cats Run) based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: These slips were caused by 2004 and 2005 flooding

Estimated Costs: FEMA & OEMA Funds \$197,192; MVGT \$28,170; Total \$225,362

**NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:15 a.m. (Local Time) Wednesday, July 11, 2007** for furnishing all labor, materials and equipment to complete for Belmont County Engineer Department **Project 07-8 Slip Repair Project – Cats Run (Co. Highway 56)** then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder in accordance with the Attachment 1 "Bid Documents Belmont County Commission". The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

By order of the Board of Commissioners

Of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays: June 25 and July 2, 2007

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

11:00 Agenda Item: Public Hearing-Wayne Light, Oxford Mining Company

Re: Surface Application of Salt Brine

Mr. Wayne Light, Permit Coordinator for Oxford Mining Company said this is the first time brining will be done in Belmont County and it is a good dust suppressant. Commissioner Thomas said Mr. Tomastik of ODNR had been consulted on this request. He explained the salt brine will not be put on county roads, solely on Oxford Mining roads. The Ohio Revised Code will be followed. Mr. Thomas said, "ODNR is fine with it. The roads are located in Warren Township, numerous sections and ranges. Floodplain Coordinator Mickey Wallace asked if any flood plains would be affected and Mr. Light advised, "No".

**IN THE MATTER OF ADOPTING RESOLUTION TO
APPROVE THE SURFACE APPLICATION OF BRINE
BY OXFORD MINING COMPANY**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the resolution to approve the surface application of brine by Oxford Mining Company, Inc. pursuant to Chapter 1509 of the Ohio Revised Code.

**RESOLUTION TO APPROVE SURFACE APPLICATION OF BRINE TO OXFORD MINING COMPANY, INC.
PURSUANT TO CHAPTER 1509, O.R.C.- BELMONT COUNTY COMMISSIONERS**

WHEREAS, Oxford Mining Company, Inc. has submitted an application, signed by a representative for Oxford Mining Company, Inc. to apply brine to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Warren Township, T8N, R6W; Sections 20, 21, 22, 26, 27, 28, 32, 33 & 34, Belmont County, Ohio; and

WHEREAS, House Bill 501, effective April 12, 1985, prohibits surface application of brine on roads, streets, highways and other similar surfaces without a written plan to the County Commissioners; and

WHEREAS, Oxford Mining Company, Inc. in Belmont County, Ohio, desires to spread brine for surface application to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Warren Township, T8N, R6W; Section 20, 21, 22, 26, 27, 28, 32, 33 & 34, Belmont County Ohio, in accordance with state law; and

WHEREAS, brine is to be supplied by Oxford Oil Company using a spreader bar method with a rate of 3 gallons per 60 square feet approximately one per week for dust control; and

WHEREAS, Oxford Mining Company, Inc. has agreed to abide by the new regulations issued to the Ohio Department of Natural Resources, now therefore be it.

RESOLVED, that this Board hereby Approves the Application submitted by Oxford Mining Company, Inc., P.O. Box 427, Coshocton, Ohio 43812 for properties located inn Belmont County, Ohio, as follows:

1. Brine shall not be applied:
 - a. To water saturated surface;
 - b. Directly to vegetation near or adjacent to surfaces being treated;
 - c. Within twelve feet of structures crossing bodies of water or crossing drainage ditches;
 - d. Between sundown and sunrise, except for ice control;
2. The discharge of brine through the spreader bar shall stop when the application stops.
3. The applicator vehicle shall be moving at least five miles per hour at all time while the brine is being applied.
4. The maximum uniform application rate of brine shall be three thousand gallons per mile on a twelve foot wide road or three gallons per sixty square feet on unpaved lots.
5. The applicator vehicle discharge valve shall be closed between the brine collection point and the specific surfaces that have been approved for brine application.
6. Any valves that provide for tank draining other than through the spreader bar shall be closed during the brine application and transport.
7. The angle of discharge from the applicator vehicle spreader bar shall not be greater than sixty degrees perpendicular to the unpaved surface.

- 8. Only the last twenty-five percent of an applicator vehicle's contents shall be allowed to have a pressure greater than atmospheric pressure; therefore, the first seventy-five percent of the applicator vehicle's contents shall be discharged under atmospheric pressure.

BE IT FURTHER, RESOLVED, that this Board hereby authorizes the Clerk to forward this legislation to the Chief, Division of Oil and Gas, Department of Natural Resources, Fountain Square, Columbus, Ohio 43224.

ADOPTED June 20, 2007

Mr. Thomas moved for the adoption of the foregoing Resolution which was seconded by Mr. Probst, and the roll being called upon its adoption, the vote resulted as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

<u>IN THE MATTER OF</u>		[Belmont Co. Commissioners
<u>HUNTER'S RIDGE ESTATE</u>		[Courthouse
<u>COLERAIN TOWNSHIP SEC 24, T-6, R-3</u>		[St. Clairsville, Ohio 43950
		[Date <u>June 20, 2007</u>

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Hunter's Ridge Estate, Colerain Township Sec 24, T6, R3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: William Nagel, F.O. Colerain Township Trustees, 53979 Colerain Pike, Martins Ferry, OH 43935

You are hereby notified that the 11th day of July, 2007, at 10:50 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

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

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PAY INCREASE FOR TODD KREBS AND TODD MCGILTON/BCSSD

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve a \$.50 per hour pay increase, effective June 6, 2007, for the following Belmont County Sanitary Sewer District employees based upon their successful completion of Ohio EPA licensing requirements, and based upon the recommendation of Mark Esposito, Director:

- Todd Krebs-Class II Water Distribution System Operator License
- Todd McGilton-Class I Water Distribution System Operator License

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PURCHASE OF NINE (9) FIRE HYDRANTS FROM TOTTERDALE BROTHERS, INC./BCSSD

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the request to purchase nine (9) fire hydrants from Totterdale Brothers, Inc. in the amount of \$11,214.00 to be paid from the Belmont County Sanitary Sewer District Water & Development Fund P59, based upon the recommendation of Mark Esposito, BCSSD Director.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF AUTHORIZING COMMISSIONER THOMAS TO SIGN AS THE CHIEF ELECTED OFFICIAL FOR THE WORKFORCE INVESTMENT ACT (WIA) 2007 SUBGRANT AGREEMENT ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing Commissioner Thomas to sign as the Chief Elected Official for the Workforce Investment Act (WIA) 2007 Subgrant Agreement, on behalf of Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008.

Subgrant Agreement No.: _____
WIA #: 16
CFDA #: 17.258 (Adult)
CFDA #: 17.260 (Dislocated Worker)
CFDA #: 17.259 (Youth)
CFDA #: 17.258, 17.260, 17.259 (Statewide)
CFDA #: 17.245 (Trade Adjustment Assistance)

**Workforce Investment Act (WIA)
2007 SUBGRANT AGREEMENT**

1. This Workforce Investment Act (WIA) Subgrant Agreement and Certification Summary is entered into between the Ohio Department of Job and Family Services, hereinafter referenced as ODJFS, and the Belmont County Department of Job and Family Services (WIA Area #16), hereinafter referenced as the Subrecipient.
2. All parties to this Agreement agree that, in the performance of this Agreement, there shall be no discrimination on the basis of age, ancestry, color, disability, gender, national origin, race, religion, political affiliation or belief, sexual orientation or veteran status and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity; 29 CFR Part 37.20 and the Trade Act of 1974 as amended in 2002 and 20 CFR Part 617.

3. This Subgrant Agreement applies to funds appropriated for Program Year (PY) 2007 and Federal Fiscal Year (FFY) 2008 for WIA Title I and allotted for State Fiscal Year (SFY) 2008.
4. Funds provided under this Subgrant Agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the Workforce Investment Act, (and any amendments to that Act), the approved Local Workforce Investment Area Plan, the negotiated performance levels, policies established pursuant to the Secretary's authority under the transition provisions at WIA Section 506(a), specifically approved statutory waivers for WIA funds and the applicable provisions in the appropriations act; P. L. 107-116 and the Trade Act of 1974 as amended in 2002 and 20 CFR Part 617.
The use of funds, reporting requirements, assurances and certifications (Attachment A) and other administrative and operational requirements governing the use of funds shall be governed by rules including, but not limited to, O.A.C. 5101:9-31-01, enacted pursuant to Chapter 6301 and information contained in APM chapter 3000.
5. This Subgrant Agreement is effective July 1, 2007 through June 30, 2008. Commencement of expenditures is subject to the issuance of the allocation letters and signatory approval. Funds under this Subgrant are based in whole or in part upon federal funding. Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Subgrant shall terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio. Additionally, pursuant to R.C. Section 126.07, availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the funds described in this Subgrant, the Subgrant is terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
6. Funds shall be allocated via an Allocation Letter(s) from ODJFS to the Subrecipient. Costs incurred under this agreement may not exceed the amount allocated by the Allocation Letters.
7. By signing below, ODJFS and the Subrecipient agree to the terms and conditions of this Subgrant Agreement on behalf of their respective agencies.

Typed Name of Local Board Chair: _____	

Signature of Local Board Chair	Date

Typed Name of Chief Elected Official:	
Mark A. Thomas _____	
<i>Mark A. Thomas /s/</i>	6-20-07
Signature of Chief Elected Official	Date

Typed Name of Fiscal Agent:	

Federal Tax Identification Number: _____	

Signature of Fiscal Agent	Date

Typed Name of Authorized Representative (Administrative Entity) of Subrecipient:	

Signature of Authorized Representative	Date

Typed Name of Ohio Department of Job and Family Services Official:	
Helen E. Jones-Kelley, Director/ODJFS _____	

Signature of Agency Director	Date

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Probst | Yes |
| Mr. Longshaw | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF APPROVING RENEWAL OF VENDOR AGREEMENT WITH BEL-MOR SHURFAST ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to sign and approve a renewal of the Vendor Agreement with **Bel-Morr Shurfast**, on behalf of Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008, maximum billable amount of \$ 10,000.00, to provide gasoline to those Title XIX and Title XX eligible individuals who have medical appointments.

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

This agreement to provide gasoline is made and entered into this 18th day of May, 2007 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bel-Morr Shur Fast, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2007 through June 30, 2008 inclusive, unless otherwise terminated.

GENERAL REGULATIONS *

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

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

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

This agreement signed on the 24th day of May.

Signature Dwayne Pielech
Dept. of Job and Family Services

Signature Kristen Wallace /s/
Provider Signature

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

Date 6-18-07
Signature Mark A. Thomas /s/
Signature Charles R. Probst, Jr. /s/
Signature Gordie W. Longshaw /s/
Belmont County Commissioners

Date 5/24/07
Date 6/20/07
Date 6/20/07
Date 6/20/07

Approved as to form Chris Berhalter /s/
Prosecutor

Date 6-13-07

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF
THE VENDOR AGREEMENT WITH BELMONT CO. COMMUNITY ACTION
COMMISSION ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the Vendor Agreement with Belmont County Community Action Commission, a provider of Title XIX Services, on behalf of Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008 in the maximum amount of \$ 20,000.00 to provide transportation (gasoline).

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

This agreement to provide transportation (gasoline) is made and entered into this 14th day of June, 2007 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Community Action, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2007 through June 30, 2008 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

*Same as A-J in above Vendor Agreement

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 1.40 per Unit for _____ Units services .
- B. The maximum amount billable under this agreement is \$ 20,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 14th day of June, 2007.

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

Signature Gary F. Obloy /s/ by SJM
Provider Signature

Belmont County Department of Job and Family Services

Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 6-18-07
Signature Mark A. Thomas /s/
Signature Charles R. Probst, Jr. /s/
Signature Gordie W. Longshaw /s/
Belmont County Commissioners

Date 6-14-07
Date 6/20/07
Date 6/20/07
Date 6/20/07

Approved as to form Chris Berhalter /s/
Prosecutor

Date 6-15-07

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF
THE VENDOR AGREEMENT WITH THE BARNESVILLE TAXI SERVICE
ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the Vendor Agreement with the **Barnesville Taxi Service**, a provider of Title XIX Services, on behalf of Belmont County Department of Job and Family Services, for transportation services for Medicaid recipients to medical appointments, in an amount not to exceed \$15,000.00, effective July 1, 2007 through June 30, 2008.

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

This agreement to provide transportation is made and entered into this 1st day of June, 2007 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2007 through June 30, 2008 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

*See A-J above

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 1.75 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$10.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip.
- B. The maximum amount billable under this agreement is \$ 15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 9th day of June, 2007.

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

Signature Aaron K. Williams /s/, Owner
Provider Signature

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

Date 6/13/07
Signature Mark A. Thomas /s/
Signature Charles R. Probst, Jr. /s/
Signature Gordie W. Longshaw /s/
Belmont County Commissioners

Date 6/9/07
Date 6/20/07
Date 6/20/07
Date 6/20/07

Approved as to form Chris Berhalter /s/
Prosecutor

Date 6-14-07

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF
THE VENDOR AGREEMENT WITH ATTORNEY GRACE HOFFMAN
ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the Vendor Agreement with Attorney Grace Hoffman, on behalf of the Belmont County Department of Job and Family Services, effective July 1, 2007 through December 31, 2007, maximum billable amount of \$2,000.00, for provision of legal services for issues in the administration of the Adult Protection Services program.

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

This agreement to provide **Adult Protective Services - Legal Services** made and entered into this **1st** day of **June, 2007** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Grace Hoffman**, a provider of **Legal Services** hereinafter referred to as "Provider". This agreement will be effective from July 1, 2007 through **December 31, 2007** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per hour Unit for 25 Units services 42.
Service Code
- B. The maximum amount billable under this agreement is \$2,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 5th day of June, 2007.

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

Grace Hoffman /s/ 6-5-07
 Provider Date

Mark A. Thomas /s/
 Belmont County Commissioners

6/20/07
 Date

Charles R. Probst, Jr. /s/
 Belmont County Commissioners

6/20/07
 Date

Gordie W. Longshaw /s/
 Belmont County Commissioners

6/20/07
 Date

As approved to form:

Chris Berhalter /s/
 Belmont County Prosecutor

6-4-07

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF THE TUTORING CONTRACT WITH JOHN TRIVERI ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the contract with John Triveri, on behalf of Belmont County Department of Job & Family Services, to provide tutoring services under the Workforce Investment Act (WIA) Program, effective one day following the last signature date but not sooner than July 1, 2007, and terminating June 30, 2008; maximum billable amount is \$10,000.00.

Note: The purpose of the tutoring program is to help youth succeed academically by enhancing their basic skills in reading, math, writing, and language and to help them attain the basic skill goals that are established.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 PURCHASE OF SERVICE**

This contract to provide tutoring services under the Workforce Investment Act (WIA) Program is made and entered into this 20th _____ day of June, 2007, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and John Triveri, hereinafter referred to as Provider. This contract will become effective one day following the last signature date. However, the effective date shall not be sooner than July 1, 2007, and 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, 2008.

The purpose of the tutoring program is to help youth succeed academically by enhancing their basic skills in reading, math, writing, and language and to help them attain the basic skill goals that are established.

The Provider agrees to cooperate with and maintain contact with the Department in tracking, monitoring, and measuring the progress of youth in the tutoring program.

The Provider agrees to maintain any required documentation on the tutoring services provided to the youth and to submit this documentation to the Department as required.

Through the tutoring services, the Provider is responsible for assisting the Department in meeting the applicable youth WIA performance standards, and the Provider's performance under this contract will be measured by the youth's success in attaining their basic skills goals, the Department's success in meeting the performance standards, and by any other performance review conducted by the Department.

- A. Provider agrees that the use or disclosure of any information concerning qualified customers for any purpose not related to the delivery of the purchased services is prohibited except upon written consent of the customer or their guardian.
- B. The Provider understands that this written contract supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services and the Belmont County Commissioners in which the Department is located against all liability, loss, damage, and/or related expenses incurred through the provisions under this contract.
- D. The Provider agrees that in the performance of this contract there shall be no discrimination against any customer because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to a method of appeal will be made available to all persons served under this contract.
- E. In the event the Provider receives an overpayment, Provider agrees to repay the Department the amount to which the Provider is not entitled.
- F. This contract may be terminated by the Provider or the Department upon thirty days written notice. Failure to honor terms of this contract and/or related State, Federal, or Local regulations shall result in the immediate termination of this contract. If any of the terms of this contract change, the Provider must notify the Department immediately.
- G. In the event that State and/or Federal funding is no longer available to the Department, therefore requiring changes or termination of this contract, such changes or termination will be effective on the date that the State and/or Federal funding is no longer available, or later as otherwise stipulated by the Department.
- H. The Department will determine the eligibility of customers for the services provided within this contract.
- I. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
- J. Provider must observe all Departmental rules regarding confidentiality.

PAYMENT PROCEDURES

- K. The maximum amount billable by the Provider to the Department is ten thousand dollars (\$10,000.00) at an hourly rate of fifteen dollars (\$15.00) per hour for the provision of tutoring services.
- L. The Provider understands that payment for all services provided in accordance with the provisions of this contract depends on the availability of State and/or Federal funds.
- M. The Provider agrees to submit time sheets to the Department every two (2) weeks which indicate the hours of tutoring services provided and the total cost of tutoring provided for that period. The Department agrees to review the time sheets and provide reimbursement for services within thirty (30) days of receipt of the time sheets or as soon as the County Auditor processes the payment.
- N. Provider warrants that claims made to the Department for payment of services shall be for actual services rendered to eligible customers and do not duplicate claims made by the Provider to other sources of funds for the same service.
- O. For this contract, the Provider is considered a vendor or services purchased by the Department which means that an employer-employee relationship does not exist between the Department and Provider. Consequently, the Provider has the sole responsibility for the payment of and record keeping of any and all Federal, State, and/or Local withholdings. The Department will not take any deductions from the Provider's fee for services. Provider must maintain and preserve all related records for a period of three (3) years after final payment. If an audit or other action is started before the end of the three year period, the records must be retained until all issues are resolved or until the end of the three year period, whichever is later.

SIGNATURES

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

Dwayne D. Pielech /s/	6-18-07
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
John Triveri /s/	6/9/07
Provider	Date
Mark A. Thomas /s/	6/20/07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	6/20/07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	6/20/07
Belmont County Commissioner	Date
Chris Berhalter /s/	6-14-07
Approved as to form: Belmont County Prosecutor	Date
Upon roll call the vote was as follows:	
Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF
A CONTRACT WITH MID-EAST CAREER AND TECHNOLOGY CENTERS
FOR THE POWER PATH ASSESSMENT AND INCENTIVE PROGRAM/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of a contract, on behalf of Belmont County Department of Job & Family Services, with the Mid-East Career and Technology Centers, for the Power Path Assessment and Incentive Program, effective July 1, 2007 through June 30, 2008, in an amount not to exceed \$15,750.00.

Note: Mid-East Career and Technology Centers will provide Power Path Assessment to OWF customers. This is a renewal of a contract that assesses OWF customers' education level and helps them increase that level. A cash incentive of \$100 per student per education level will be paid to students who increase their education level. Hopefully this will encourage participants to continue to work to gain their GED or raise their education level so they are more employable.

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

Whereas, this contract, entered into on July 1, 2007, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Mid-East Career and Technology Centers (hereinafter "Contractor"), is for the purchase of the performance of the Power

Path Assessment and Incentive Program in accordance with the Ohio Revised Code, rules of the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services PRC Plan.

I PURPOSE

The purpose of this contract is to provide the Power Path Assessment and Incentive Program. The program will provide essential elements for learning success to eligible participants entering a basic skill or job training program. The income eligibility is 200% of the federal poverty level guidelines and the applicant must have a minor child and / or meet all other eligibility requirements under PRC and TANF or be categorically eligible under Belmont County's PRC Plan. The Purchaser has agreed to use TANF Funds (CFDA# 93.558) to pay for the services provided through the Power Path Program.

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: Mid-East Career and Technology Centers
400 Richards Road
Zanesville, OH 43701
740-455-3111

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2007 or when all signatures are obtained. **No services shall be provided pursuant to this contract prior to its execution and signatures by all parties.** The termination date of this contract is June 30, 2008. The contract may be extended for one year based on the satisfactory performance of services by the Contractor and availability of funds.

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

Belmont County Residents who have a minor child and whose income is 200% of the federal poverty level guidelines or below and/or have been referred by the Belmont County Department of Job and Family Services. Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on food stamps, Medicaid, Healthy Start or any public assistance program are categorically eligible for the Power Path Assessment Program.

Power Path

Testing of the skills and abilities of the participants through the essential elements needed for learning success: visual functions; auditory functions; reading encoding and decoding; visual processing; auditory processing; attention difficulties and scotopic sensitivity. The Power Path Assessment provides a practical intake, diagnostic screening and intervention system for learners entering basic skills or job training programs. The Contractor will submit a list of students scheduled for the Power Path Assessment indicating whether they attended their appointment.

Education Incentive

A cash incentive of \$100 per student per academic ABE level advancement will be paid to Power Path participants who increase their ABE Department of Education Level. These levels are: 0 – 1.9 Beginning ABE Level One; 2.0 – 3.0 Beginning Basic Level Two; 4 – 5.9 Low Intermediate Level Three; 6 – 8.9 High Intermediate Level Four; 9 – 10.9 Low Adult Level Five; 11 – 12.9 High Adult Secondary Level Six. The Contractor will submit a list of students who earn an Education Incentive with the monthly invoice.

Ohio Works First

The state of Ohio program that implements the Federal Temporary Assistance to Needy Families (TANF) program.

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency (PRC) includes services and requirements outlined in the Belmont County Department of Job and Family Services' PRC Plan.

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 shall provide services through the Power Path Assessment and Incentive Program to Belmont County residents who have a minor child and whose income is 200% of the federal poverty level guidelines or below and /or have been referred by the Belmont County Department of Job and Family Services and Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on any public assistance program are categorically eligible for Power Path.
2. Contractor shall provide the Power Path Assessment and Incentive at the Connections One Stop Center. Power Path includes: Testing of the skills and abilities of the participants through the essential elements needed for learning success: visual functions; auditory functions; reading encoding and decoding; visual processing; auditory processing; attention difficulties and scotopic sensitivity. The Power Path Assessment provides a practical intake, diagnostic screening and intervention system for learners entering basic skills or job training programs. A cash incentive of \$100 per student per academic ABE level advancement will be paid to Power Path participants who increase their ABE Department of Education Level. These levels are: 0 – 1.9 Beginning ABE Level One; 2.0 – 3.0 Beginning Basic Level Two; 4 – 5.9 Low Intermediate Level Three; 6 – 8.9 High Intermediate Level Four; 9 – 10.9 Low Adult Level Five; 11

- 12.9 High Adult Secondary Level Six. The Contractor will submit a list of students who earn an Education Incentive with the monthly invoice.
- 3. Contractor is responsible for monitoring each participant's goals and successes after they are placed in the Power Path Assessment and Incentive Program
- 4. Contractor shall employ the necessary staff to operate the program.
- 5. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not provided as required herein.
- 6. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not provided as required herein.

B. Purchaser's Responsibilities

- 1. Purchaser will determine eligibility of participants.
- 2. Purchaser will refer participants to Contractor.
- 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 the Power Path Assessment and Incentive Program, 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 services to eligible Belmont County residents under the Power Path Assessment and Incentive Program to increase learning ability, employability and assist participants in successfully moving from public assistance to unsubsidized employment. Services to be provided and skills to be achieved by the participants include but are not limited to:

- 1. **Providing Power Path Assessment services as defined under Contractor responsibilities to eligible participants referred by the Belmont County Department of Job and Family Services.**
- 2. **Assessment of up to 100 eligible Belmont County participants in the Power Path Assessment Program. Education Incentives may be paid to up to 100 students.**

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. **Assessment of up to 100 Belmont County residents through the Power Path Program. Education Incentives for up to 75 students.**

Output-effectiveness measures

- 1. **40% of participants who receive services through Power Path will meet student's individually set goals.**

E. Performance Reporting

Contractor will charge an fee of \$75.00 per person to receive services through the Power Path Assessment and will pay participants \$ 100.00 per person per education level for the Incentive Program. In the event of participant not showing for the Assessment, the Contractor shall bill for staff costs only (\$17.00). The Contractor will submit a list of names of participants receiving the Power Path Assessment and the Education Incentive.

Contractor will complete and provide to the Purchaser a monthly report on the number of participants assessed through Power Path and how many met their goal. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

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 72 hours 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 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 TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$15,750**. Services will be provided until June 30, 2008.

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 Contractor. 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 100 Power Path Assessments and 100 Education Incentives.

ACTIVITY	TOTAL COST
Assessment Testing Costs (includes material and staff)	\$7,500.00
Education Incentive	\$7,500.00
Administrative Cost	\$750.00
Total Costs	\$15,750.00

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.

XIII INSURANCE

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

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

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

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.

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 and/or the Belmont County Board of Commissioners.

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners 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 and the Belmont County Board of Commissioners.

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 PROCUREMENT

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

XXXVIII SIGNATURES

Dwayne D. Pielech /s/	6-13-07
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
Mark A. Thomas /s/	6/20/07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	6/20/07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	6/20/07
Belmont County Commissioner	Date
Robert Guentter, Jr. /s/	6/7/07
Robert Guentter, Jr. Director, Mid-East Career and Technology Centers	Date
Charney K. Fitz /s/	6/7/07
Charney K. Fitz Coordinator, Adult Basic and Literacy Education	Date
Chris Berhalter /s/	5-29-07
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF THE CONTRACT WITH BELMONT CO. COMMUNITY ACTION COMMISSION ON BEHALF OF BCDJFS FOR THE WIA YOUTH PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and approve a renewal of the contract with Belmont County Community Action Commission, on behalf of the Belmont County Department of Job and Family Services, for the WIA Youth Program, effective of July 1, 2007 through June 30, 2008, in an amount not to exceed \$134,169.00 (\$113,969 WIA Youth funds and \$20,200 TANF funds).

Note: The purpose of this contract is to provide Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) 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 1st day of **July, 2007**, 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; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are five of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) and/or TANF funds (CFDA # 93.558) 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 and those eligible under TANF and PRC guidelines.

II PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
Contractor:	The Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2007. **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, 2008. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

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.

Work readiness skills goal

Work readiness skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account and using public transportation. They also include positive work

habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills and acquiring an improved self image.

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 has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is an individual who is an eligible youth who is enrolled in a secondary school, alternative school, being home schooled or enrolled in any other school that leads to a high school diploma.

Participants

A participant is an individual who is determined eligible to participate in the program and receives a service funded by the program in either a physical location (One-Stop Career Center or affiliate site) or remotely through electronic technologies.

Work Experience

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

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

Secondary Occupational Skills Training

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

Leadership Development

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

Adult Mentoring

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

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract.

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.

Advance Training

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

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional payment

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

Services

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

WIA

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall make available Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth. The targeted number of participants for the program is a minimum of fifty (50) by October 31, 2007 In-School Youth and a minimum of ten (10) Out-of-School Youth. Of those total participants, ten (10) may be enrolled in Work Experience. 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 pay all wages or stipends to participants.
3. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
7. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
8. Contractor may refer potential participants to the Purchaser for eligibility determination.
9. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
10. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
11. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

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

C. Service Requirements

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

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Placement of a minimum of 50 In-School Youth by October 31, 2007 and a minimum of 10 Out-of-School Youth in the program.**
3. **Of those total participants, ten (10) Youth may be enrolled in Work Experience.**

D. Performance Standards

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

Service-delivery measures

1. Placement of up a minimum of 50 by October 31, 2007 In-School and ten (10) Out-of-School Youth in the program. Of those total participants, ten (10) Youth may be enrolled in Work Experience. Provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth.

Contractual Performance Measures

Out-of-School Youth

1. **Sixty percent (60%) of Out-of-School Youth enrolled in Work Experience will complete the program.**
2. **Fifty-two percent (52%) of Out-of-School Youth enrolled in Work Experience will gain unsubsidized employment after completing the program.**
3. **Sixty-four percent (64%) of Out-of-School Youth who gain unsubsidized employment will remain employed for three months.**
4. **Sixty-two percent (62%) of Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey.**

In-School Youth

1. **Eighty percent (80%) of In-School Youth enrolled in Teen Leadership will remain in the program for the school year.**
2. **Seventy-five percent (75%) of In-School Youth enrolled in the program who are due to graduate will receive their diploma.**
3. **Sixty percent (60%) of In-School Youth enrolled in Work Experience will complete the program.**
4. **Sixty-two percent (62%) of In-School Youth enrolled in the program will provide a positive response to a Customer Satisfaction Survey.**

WIA Performance Measures

The Contractor and Purchaser will meet twice a year to review the program to determine if it is meeting or exceeding the WIA Performance Goals for Program Year 2007.

E. Performance Reporting

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

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

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

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

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours 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) and TANF (CFDA #93.558). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$134,169 (\$113,969 WIA Youth Funds and \$20,200 TANF Funds)**.

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 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

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

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$9,810
Operating Staff Wages and Fringes	\$84,212
Participant Wages and Fringes	\$13,099
Operating Expenses	\$36,858
Administrative Expenses	\$3,467
TOTAL COST:	\$134,169
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	\$113,969
MAXIMUM TANF AUTHORIZED REIMBURSEMENT AMOUNT:	\$20,200
TOTAL CONTRACT AMOUNT:	\$134,169

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.

XIII INSURANCE

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

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

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely

responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

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

XXXVIII SIGNATURES

Dwayne D. Pielech /s/	6-13-07
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
Mark A. Thomas /s/	6/20/07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	6/20/07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	6/20/07
Belmont County Commissioner	Date
Gary F. Obloy /s/	6/13/07

Gary Obloy
Community Action Commission of Belmont County

Date

Chris Berhalter /s/

6-14-07

Approved as to form:
Belmont County Prosecutor

Date

Upon roll call the vote was as follows:

- Mr. Thomas Yes
- Mr. Probst Yes
- Mr. Longshaw Yes

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF
THE SOCIAL SERVICES CONTRACT WITH BELMONT CO. COMMUNITY
ACTION COMMISSION ON BEHALF OF BCDJFS TO PROVIDE TRANSPORTATION
SERVICES TO TITLE XX ELIGIBLE PERSONS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the Social Services Contract with Belmont County Community Action Commission, on behalf of the Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008 in an amount not to exceed \$20,000.00 for the purpose of providing transportation services to Title XX eligible persons.

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 14th day of June, **2007**, by and between the Belmont County Department of Job and Family Services (BCDJFS) and CAC of Belmont County doing business at 153 1/2 W. Main St., St. Clairsville, OH 43950, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2007 through June 30, 2008, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds\$	_____
State Funds	\$ _____
Federal Funds	\$ <u>20,000.00</u>
TOTAL	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services.

Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

4. **LIMITATION ON SOURCE OF LOCAL MATCH:**
 - (a) Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - (b) Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.
5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated	\$ <u>1.40</u> per service code 735.02
unit rate of *	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	for provision of service.

* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

6. **SCOPE OF SERVICES:** See attached exhibit for an explanation regarding the services that are to be provided.
7. **FEES:** Provider shall collect a service fee from eligible individuals in the manner prescribed by this contract. All such fees shall be deducted from total service reimbursement requested from the CDJFS. No additional fees will be charged eligible individuals for services purchased under the terms of this contract.
8. **ELIGIBILITY FOR SERVICES:** The provider of services may determine eligibility for all service recipients directly or through a subcontract or other agreement with a county department of job and family services or a public or private nonprofit agency or organization. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code. The CDJFS may make eligibility determinations if it concludes that doing so would benefit customers or result in more efficient operation of the Title XX social services programs in the county, or if it concludes that a provider is making unsatisfactory eligibility determinations.
9. **REFERRAL PROCEDURES:** If an individual initially applies to the provider, the services will be initiated in accordance with the procedures outlined in Exhibit I. If individuals initially apply to the CDJFS for purchased services, the CDJFS will provide all applicants with a list of those providers offering the appropriate service(s) who are under contract to the CDJFS.
10. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the CDJFS covering purchased monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the CDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or noncovered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 16 after payment is made.

All services, except child day-care services, will be reimbursed between fifty per cent and one hundred per cent of the invoice total. No CDJFS shall require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.

11. **REPORTING REQUIREMENTS:** Provider will submit periodic reports to CDJFS to evaluate Provider's progress toward reaching performance measures as stated in the contract.
12. **SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the provider may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the provider of his liability under this contract. Provider is responsible for making direct payment for such services.
13. **INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CDJFS.
14. **DUPLICATE BILLING:** Provider warrants that claims made to CDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims by provider to other sources of funds for the same service.
15. **FINANCIAL RECORDS:** The provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
16. **ELIGIBILITY DETERMINATION RECORDS:** When the provider determines eligibility, the provider shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
17. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of ODJFS's final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by CDJFS.
18. **RESPONSIBILITY FOR AUDIT:** Provider agrees to, if required by the director of the CDJFS on the basis of evidence of misuse of improper accounting of funds or substantial errors in determinations of eligibility for which the provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to the CDJFS.
19. **RESPONSIBILITY FOR ANNUAL FINANCIAL STATEMENT:** The provider agrees to complete and submit an annual financial statement within thirty days of the end of the fiscal year.

The provider agrees to have prepared, if applicable, review of determination of eligibility under the program and within thirty days of the fiscal year, make copies of the review available to the county department of job and family services.

The form and scope of this review shall be at the discretion of the CDJFS.

The provider agrees to have prepared monthly reports identifying the number of persons served and actual expenditures of Title XX funds in each eligibility category for each service.

RESPONSIBILITY FOR AUDIT EXCEPTIONS: Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the provider contract.

 - (a) The provider agrees to pay to CDJFS the full amount of the payment received on behalf of individuals and families not covered by sections 5101.46(c)(1)(F) and 5105.46(c)(3) of the revised code for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code.
 - (b) The provider agrees to pay the CDJFS the full amount of payment received for services not covered by the providers contract.
 - (c) The provider agrees to pay the CDJFS the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsification.
 - (d) The provider is not required to repay overpayment caused by the negotiated rate being in excess of the provider's costs unless that rate was based upon: nonallowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the provider did not secure; or the contract was negotiated on a cost reimbursable basis.
 - (e) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another objective or subjective fact.
21. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the CDJFS's or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
22. **CIVIL RIGHTS:** CDJFS and provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
23. **FAIR HEARING:** CDJFS and provider agree that the provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code as outlined in Exhibit I.
24. **INDEMNITY AND INSURANCE:**
 - (a) Indemnity: Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the CDJFS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (b) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
25. **MONITORING AND EVALUATION:** CDJFS and provider will, as detailed in Exhibit I, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved.
26. **TERMINATION:** This contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by Article 16 or at any time upon thirty days written notice by either party.
27. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties in the manner required by state regulations. Reasons for amendment may include, but are not necessarily limited to, the following:
 - (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
 - (b) The maximum unit rate has varied significantly from actual cost.
 - (c) The provider fails to meet the necessary state and federal licensing requirements.
 - (d) The number of units has exceeded the number of projected units in Exhibit II for two consecutive months.
 - (e) The LOCAL MATCH RATE CHANGES.
28. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under the State of Ohio's social services program (Title XX) through federal and state reimbursement.
29. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The provider agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR

84) and all guidelines and interpretations issued with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Belmont County Department of Job and Family Services

<u>Dwayne Pielech /s/</u>	<u>6-19-07</u>
AUTHORIZED COUNTY REPRESENTATIVE	DATE
<u>Gary F. Obloy /s/ by SJM</u>	<u>6/18/07</u>
AUTHORIZED PROVIDER REPRESENTATIVE	DATE
<u>Executive Director</u>	
TITLE	
<u>153 1/2 West Main St.</u>	
ADDRESS	
<u>St. Clairsville, OH 43950</u>	
<u>Mark A. Thomas /s/</u>	<u>6/20/07</u>
<u>Charles R. Probst, Jr. /s/</u>	<u>6/20/07</u>
<u>Gordie W. Longshaw /s/</u>	<u>6/20/07</u>
Belmont County Commissioners	Date
<u>Chris Berhalter /s/</u>	<u>6-15-07</u>
Approved as to form	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF THE TITLE XX SOCIAL SERVICES CONTRACT WITH BELMONT COUNTY STUDENT SERVICES ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to sign and approve a renewal of the Title XX Social Services Contract with Belmont County Student Services, on behalf of the Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008 in an amount not to exceed \$20,000.00; for the purpose of providing mental health intervention, support service, and substance abuse intervention to children ages 6 to 18 so that they can develop the skills that are necessary to pursue a healthy lifestyle.

Note: Student Services serves school districts in Bellaire, Bridgeport, Martins Ferry, Shadyside, Union Local, and the Belmont Career Center.

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 13th day of June, 2007, by and between the Belmont County Department of Job and Family Services (BCDJFS) and Student Services doing business at 349 35th St., Bellaire, OH 43906, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

- PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
- CONTRACT PERIOD:** This contract will be effective from July 1, 2007 through June 30, 2008, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
- AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds\$	<u> </u>
State Funds	\$ <u> </u>
Federal Funds	\$ <u>20,000.00</u>
TOTAL	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services. Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

- LIMITATION ON SOURCE OF LOCAL MATCH:**
 - Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.
- COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated	\$ <u>99.35</u> per service code 716
unit rate of *	\$ <u> </u> per service code
	\$ <u> </u> per service code
	\$ <u> </u> per service code
	\$ <u> </u> per service code
	\$ <u> </u> per service code
	for provision of service.

* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

- SCOPE OF SERVICES:** See attached exhibit for an explanation regarding the services that are to be provided.
- FEES:** Provider shall collect a service fee from eligible individuals in the manner prescribed by this contract. All such fees shall be deducted from total service reimbursement requested from the CDJFS. No additional fees will be charged eligible individuals for services purchased under the terms of this contract.
- ELIGIBILITY FOR SERVICES:** The provider of services may determine eligibility for all service recipients directly or through a subcontract or other agreement with a county department of job and family services or a public or private nonprofit agency or organization. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code. The CDJFS may make

- eligibility determinations if it concludes that doing so would benefit customers or result in more efficient operation of the Title XX social services programs in the county, or if it concludes that a provider is making unsatisfactory eligibility determinations.
9. **REFERRAL PROCEDURES:** If an individual initially applies to the provider, the services will be initiated in accordance with the procedures outlined in Exhibit I. If individuals initially apply to the CDJFS for purchased services, the CDJFS will provide all applicants with a list of those providers offering the appropriate service(s) who are under contract to the CDJFS.
 10. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the CDJFS covering purchased monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the CDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or noncovered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 16 after payment is made.
All services, except child day-care services, will be reimbursed between fifty per cent and one hundred per cent of the invoice total. No CDJFS shall require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
 11. **REPORTING REQUIREMENTS:** Provider will submit periodic reports to CDJFS to evaluate Provider's progress toward reaching performance measures as stated in the contract.
 12. **SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the provider may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the provider of his liability under this contract. Provider is responsible for making direct payment for such services.
 13. **INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CDJFS.
 14. **DUPLICATE BILLING:** Provider warrants that claims made to CDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims by provider to other sources of funds for the same service.
 15. **FINANCIAL RECORDS:** The provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
 16. **ELIGIBILITY DETERMINATION RECORDS:** When the provider determines eligibility, the provider shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
 17. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of ODJFS's final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by CDJFS.
 18. **RESPONSIBILITY FOR AUDIT:** Provider agrees to, if required by the director of the CDJFS on the basis of evidence of misuse of improper accounting of funds or substantial errors in determinations of eligibility for which the provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to the CDJFS.
 19. **RESPONSIBILITY FOR ANNUAL FINANCIAL STATEMENT:** The provider agrees to complete and submit an annual financial statement within thirty days of the end of the fiscal year.
The provider agrees to have prepared, if applicable, review of determination of eligibility under the program and within thirty days of the fiscal year, make copies of the review available to the county department of job and family services.
The form and scope of this review shall be at the discretion of the CDJFS.
The provider agrees to have prepared monthly reports identifying the number of persons served and actual expenditures of Title XX funds in each eligibility category for each service.
 20. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the provider contract.
 - (a) The provider agrees to pay to CDJFS the full amount of the payment received on behalf of individuals and families not covered by sections 5101.46(c)(1)(F) and 5105.46(c)(3) of the revised code for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code.
 - (b) The provider agrees to pay the CDJFS the full amount of payment received for services not covered by the providers contract.
 - (c) The provider agrees to pay the CDJFS the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsification.
 - (d) The provider is not required to repay overpayment caused by the negotiated rate being in excess of the provider's costs unless that rate was based upon: nonallowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the provider did not secure; or the contract was negotiated on a cost reimbursable basis.
 - (e) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another objective or subjective fact.
 21. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the CDJFS's or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
 22. **CIVIL RIGHTS:** CDJFS and provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
 23. **FAIR HEARING:** CDJFS and provider agree that the provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code as outlined in Exhibit I.
 24. **INDEMNITY AND INSURANCE:**
 - (a) Indemnity: Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the CDJFS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (b) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
 25. **MONITORING AND EVALUATION:** CDJFS and provider will, as detailed in Exhibit I, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved.

- 26. **TERMINATION:** This contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by Article 16 or at any time upon thirty days written notice by either party.
- 27. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties in the manner required by state regulations. Reasons for amendment may include, but are not necessarily limited to, the following:
 - (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
 - (b) The maximum unit rate has varied significantly from actual cost.
 - (c) The provider fails to meet the necessary state and federal licensing requirements.
 - (d) The number of units has exceeded the number of projected units in Exhibit II for two consecutive months.
 - (e) The LOCAL MATCH RATE CHANGES.
- 28. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under the State of Ohio's social services program (Title XX) through federal and state reimbursement.
- 29. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The provider agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Belmont County Department of Job and Family Services

Dwayne Pielech /s/	6-18-07
AUTHORIZED COUNTY REPRESENTATIVE	DATE
Janet Groome /s/	6-13-07
AUTHORIZED PROVIDER REPRESENTATIVE	DATE
Director, Student Services	
TITLE	
349 35 th St.	
ADDRESS	
Bellaire, OH 43906	
Mark A. Thomas /s/	6/20/07
Charles R. Probst, Jr. /s/	6/20/07
Gordie W. Longshaw /s/	6/20/07
Belmont County Commissioners	Date
Chris Berhalter /s/	6-14-07
Approved as to form	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

IN THE MATTER OF SIGNING AND APPROVING A RENEWAL OF A TITLE XX PURCHASE OF SOCIAL SERVICES CONTRACT WITH BELMONT CO. HEALTH DEPT. ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to sign and approve a renewal of a Title XX Purchase of Social Services Contract with the Belmont County Health Department, on behalf of Belmont County Department of Job & Family Services, in an amount not to exceed \$20,000.00, effective July 1, 2007 through June 30, 2008.

Note: This contract is a renewal of the contract that was in effect the previous fiscal year. It will assist the Health Department with its Family Planning program and primarily help to pay for individual consultations and initial examinations at the Health Department's monthly clinics. Services will be available to eligible adults and teens.

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 13th day of June, 2007, by and between the Belmont County Department of Job and Family Services (BCDJFS) and **Belmont Co. Health Dept.**, doing business at **68501 Bannock Rd., St. Clairsville, OH 43950**, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

- 1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
- 2. **CONTRACT PERIOD:** This contract will be effective from **July 1, 2007** through **June 30, 2008**, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
- 3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds	\$ _____
State Funds	\$ _____
Federal Funds	\$ <u>20,000.00</u>
TOTAL	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services.

Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

- 4. **LIMITATION ON SOURCE OF LOCAL MATCH:**
 - (a) Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - (b) Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.

- 5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated	\$ <u>60.65</u> per service code 730.02
unit rate of *	\$ <u>145.98</u> per service code 730.05
	\$ _____ per service code
	\$ _____ per service code

\$ _____ per service code
\$ _____ per service code
for provision of service.

* Reflects upper limit if negotiated on actual cost basis. Provider shall submit to CDJFS a monthly report of actual expenditures.

6. **SCOPE OF SERVICES:** See attached exhibit for an explanation regarding the services that are to be provided.
7. **FEES:** Provider shall collect a service fee from eligible individuals in the manner prescribed by this contract. All such fees shall be deducted from total service reimbursement requested from the CDJFS. No additional fees will be charged eligible individuals for services purchased under the terms of this contract.
11. **ELIGIBILITY FOR SERVICES:** The provider of services may determine eligibility for all service recipients directly or through a subcontract or other agreement with a county department of job and family services or a public or private nonprofit agency or organization. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code. The CDJFS may make eligibility determinations if it concludes that doing so would benefit customers or result in more efficient operation of the Title XX social services programs in the county, or if it concludes that a provider is making unsatisfactory eligibility determinations.
9. **REFERRAL PROCEDURES:** If an individual initially applies to the provider, the services will be initiated in accordance with the procedures outlined in Exhibit I. If individuals initially apply to the CDJFS for purchased services, the CDJFS will provide all applicants with a list of those providers offering the appropriate service(s) who are under contract to the CDJFS.
10. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the CDJFS covering purchased monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the CDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or noncovered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 16 after payment is made.
All services, except child day-care services, will be reimbursed between fifty per cent and one hundred per cent of the invoice total. No CDJFS shall require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
11. **REPORTING REQUIREMENTS:** Provider will submit periodic reports to CDJFS to evaluate Provider's progress toward reaching performance measures as stated in the contract.
12. **SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the provider may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the provider of his liability under this contract. Provider is responsible for making direct payment for such services.
13. **INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CDJFS.
14. **DUPLICATE BILLING:** Provider warrants that claims made to CDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims by provider to other sources of funds for the same service.
15. **FINANCIAL RECORDS:** The provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
16. **ELIGIBILITY DETERMINATION RECORDS:** When the provider determines eligibility, the provider shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
17. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of ODJFS's final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by CDJFS.
18. **RESPONSIBILITY FOR AUDIT:** Provider agrees to, if required by the director of the CDJFS on the basis of evidence of misuse of improper accounting of funds or substantial errors in determinations of eligibility for which the provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to the CDJFS.
19. **RESPONSIBILITY FOR ANNUAL FINANCIAL STATEMENT:** The provider agrees to complete and submit an annual financial statement within thirty days of the end of the fiscal year.
The provider agrees to have prepared, if applicable, review of determination of eligibility under the program and within thirty days of the fiscal year, make copies of the review available to the county department of job and family services.
The form and scope of this review shall be at the discretion of the CDJFS.
The provider agrees to have prepared monthly reports identifying the number of persons served and actual expenditures of Title XX funds in each eligibility category for each service.
20. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the provider contract.
 - (a) The provider agrees to pay to CDJFS the full amount of the payment received on behalf of individuals and families not covered by sections 5101.46(c)(1)(F) and 5105.46(c)(3) of the revised code for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code.
 - (b) The provider agrees to pay the CDJFS the full amount of payment received for services not covered by the providers contract.
 - (c) The provider agrees to pay the CDJFS the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsification.
 - (d) The provider is not required to repay overpayment caused by the negotiated rate being in excess of the provider's costs unless that rate was based upon: nonallowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the provider did not secure; or the contract was negotiated on a cost reimbursable basis.
 - (e) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another objective or subjective fact.
21. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the CDJFS's or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
22. **CIVIL RIGHTS:** CDJFS and provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all

- persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
23. **FAIR HEARING:** CDJFS and provider agree that the provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code as outlined in Exhibit I.
 24. **INDEMNITY AND INSURANCE:**
 - (a) **Indemnity:** Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the CDJFS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (b) **Insurance:** Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
 25. **MONITORING AND EVALUATION:** CDJFS and provider will, as detailed in Exhibit I, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved.
 26. **TERMINATION:** This contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by Article 16 or at any time upon thirty days written notice by either party.
 27. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties in the manner required by state regulations. Reasons for amendment may include, but are not necessarily limited to, the following:
 - (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
 - (b) The maximum unit rate has varied significantly from actual cost.
 - (c) The provider fails to meet the necessary state and federal licensing requirements.
 - (d) The number of units has exceeded the number of projected units in Exhibit II for two consecutive months.
 - (e) The LOCAL MATCH RATE CHANGES.
 28. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under the State of Ohio's social services program (Title XX) through federal and state reimbursement.
 29. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The provider agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Belmont County Department of Job and Family Services

Dwayne Pielech /s/ 6-18-07

AUTHORIZED COUNTY REPRESENTATIVE DATE

H.L. Vermillion /s/ 6/14/07

AUTHORIZED PROVIDER REPRESENTATIVE DATE

TITLE

ADDRESS

Mark A. Thomas /s/ 6/20/07

Charles R. Probst, Jr. /s/ 6/20/07

Gordie W. Longshaw /s/ 6/20/07

Belmont County Commissioners Date

6-14-07
Date

Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO A CONTRACT BETWEEN
BCDJFS AND THE BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a contract between Belmont County Department of Job & Family Services (BCDJFS), the Belmont County Board of Commissioners, (BOARD) and the Belmont County Port Authority (Port Authority), in an amount not to exceed \$253,300.00, effective July 1, 2007 to June 30, 2008.

**Belmont County Department of Job & Family Services
Port Authority Contract**

This Agreement, dated June 20, 2007, is knowingly and voluntarily made between the Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950, (hereinafter, "BCDJFS") and the Belmont County Board of Commissioners, Courthouse, St. Clairsville, Ohio 43950, (hereinafter, "Board") acting on behalf of the Belmont County Port Authority (hereinafter, Port Authority).

Whereas, BCDJFS will utilize Temporary Assistance for Needy Families (hereinafter, "TANF") funds to operate a Port Authority/Economic Development program designed to benefit the low-income population [with income equal to or less than 300% of the Federal Poverty Guideline (hereinafter, "FPG")] in Belmont County, Ohio. The desired end result of the program will be to lower the unemployment rate, while developing new employment opportunities within Belmont County, Ohio through job creation and/or job retention; and

Whereas, this Port Authority/Economic Development Program contract will not exceed \$253,300 of which BCDJFS will pay \$193,774.50 (76.5%) of the total cost with TANF funding for the duration of this contract. This percentage is based on data formulated by Community Research Partners of Columbus that reveals what percentage of Belmont County's population is TANF eligible at 300% of the FPG. The remaining amount of \$59,525.50 (23.5%) will be paid by other county funds, which could be BCDJFS generated local funds, the County funds, or through some other resource; and

Now, therefore, the parties hereby agree as follows:

Section #1. Purpose. The Port Authority and its staff agrees to perform work for the Board using their expertise as Economic Developers. The nature of the work is centered around retention and expansion of the Belmont County, Ohio businesses through offering advice and indicating different opportunities to local businesses. The Authority will also advocate and advise companies outside of Belmont County, Ohio to relocate their businesses to and in Belmont County, Ohio. This advice to companies will be based on known advantages of the Belmont County, Ohio. The Port Authority and its staff will also determine options for relocating companies, in regard to financing and grants.

Section #2. Duration. This Contract shall be effective from July 1, 2007 to June 30, 2008, inclusive, or the date relevant pursuant to section 23 below, whichever date occurs first.

Section #3. Consideration. For the work defined in this Contract, the Port Authority will charge back BCDJFS for their share of the contract expenses after the work is performed. The Port Authority shall submit an invoice for each cost to BCDJFS. In the event within agreement is terminated, the Port Authority shall be paid only for work performed, to the date of termination.

Section #4. Income Verification Form. In utilizing TANF funding, this program is designed to primarily help the Belmont County, Ohio population under 300% of the FPG. The Port Authority will verify this group through an "Income Verification Form" to be completed by every new hire created in Belmont County, Ohio from the direct or indirect assistance of the Port Authority. The Income Verification Form will be forwarded to BCDJFS for monitoring and audit purposes. Such information will be viewed as extremely confidential material and shall be the exclusive property of BCDJFS. The Port Authority and its staff and the Board shall not disclose any information without prior written consent of BCDJFS.

Section #5. Conflict of Interest. Neither the Board or the Port Authority and its staff, nor any member of their immediate family, nor any business entity in which they have an ownership interest and/or employment or agency relationship, a member of their immediate family has an ownership interest or employment or agency relationship, or in which they are employed or have a controlling position, shall receive any benefit whatsoever, from businesses with which they have become engaged through their obligations under within Contract. Neither the Board or the Port Authority, nor any member of their immediate family, nor any related business entity, being one in which they have an ownership interest or employment or agency relationship, a member of their immediate family has an ownership interest or employment or agency relationship, or in which they are employed or have a controlling position, shall receive any benefit of any kind or anything of value, except for consideration stated herein for or as a result of their Economic Development work under within Contract.

Section #6. Liability Insurance. As an expressed condition precedent to the execution of within Contract, the Port Authority, being in a contracted position, agrees to accept and continually maintain a public liability insurance policy with minimum limits of \$1,000,000.00 with a public liability carrier licensed to do business in the State of Ohio, paid by BCDJFS.

Section #7. Reporting requirements; prior ratification of media statements; provision of legal documents. The Port Authority shall directly report to the Board. The Board shall outline for the Authority and its staff available benefits and other county resources to assist with economic development. In addition to the monthly reports to the Board, the Authority will meet with the Board on a regular basis to evaluate their performance and receive a complete summary from them of the businesses contacted, businesses being solicited, barriers that need to be overcome, attended and upcoming trade shows or seminars pertinent to the position, recommendations, and any other items deemed necessary for discussion.

The Port Authority shall submit a written report to the Board a minimum of once per calendar month. The report shall consist of businesses they are currently working with inside and outside of Belmont County, Ohio, any and all pertinent information that involves the Board in a potential decision, and information requested by the Board. This report may contain confidential information and this should be communicated to the Board when confidential information is included in the report. The report shall be the exclusive property of BCDJFS and the Board.

The Port Authority shall provide the Board any news releases for review before the news releases are disseminated to the media. If a response to delay publication is received from a majority of the Board, in a reasonable period of time, then the Port Authority may not disseminate said news release until the majority of the Board ratifies the content.

The Port Authority shall provide the County with all agreements and legal documents. They have no authority to act as the County's agent in entering into agreements of any kind, without the express consent of a majority of the Board.

Section #9. Proprietary information and contacts. Upon termination of within contract, the Port Authority agrees not to use any contacts in the companies located in Belmont County, Ohio or expanded in Belmont County, Ohio for other economic development purposes in any manner whatsoever.

Section #10. Termination of Contract. This Contract may be immediately terminated on the basis of adverse findings of an audit or at any time upon a thirty (30) day written notice to the other party of its intention to terminate. In addition, the Contract shall be terminated immediately for breach of this Contract, malfeasance, misfeasance, or misconduct, determined by the Board and the County Prosecutor.

Section #11. Indemnification by Consultant. The Port Authority agrees to indemnify BCDJFS and the Board, against all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of performance of their work, that are caused in whole or in part by the Port Authority's act or omission.

Section #12. Non-Discrimination. BCDJFS, Board, and the Port Authority agree that as a condition of this contract, there shall be no discrimination against any participants because of race, color, age, religion, sex, national origin, handicap, political affiliation, belief, or any other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Recipient and Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to appeal, with the method of appeal being made available to all persons under this contract that report a discrimination occurrence. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and possible termination of this agreement. **Section #13. Confidentiality.** The Port Authority agrees to maintain strict confidentiality of all information of the Economic Development & Grant Writing Programs. Breach of confidential information will result in termination among any other available legal remedies.

Section #14. Non-Assignment. The parties and responsibilities of this Contract are considered personal and material to the individuals identified below, and therefore cannot be assigned and/or delegated to anyone other than the individuals identified below.

Section #15. Jurisdiction; Applicable law; Venue. This contract shall be construed under and in accordance with the laws of the State of Ohio and the United States of America and all obligations of the parties created thereunder are justiciable in Belmont County, Ohio and shall be litigated in Belmont County, Ohio.

Section #16. Severability. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. All rights and remedies of the BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES under this contract shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

Section #17. Amendment or Modification; Waiver. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto with the same formality as this contract. The forbearance and/or failure of the Belmont COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES to insist upon strict performance of any of the provisions of this Contract will not be construed as a waiver of any subsequent default of the same or similar nature.

Section #18. Consideration. The parties acknowledge and affirm that the consideration for this contract is the exchange of promises and commitments herein made, and that such consideration is valuable and adequate.

Section #19. Potential partial invalidity. If any provision of this Contract is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

Section #20. Entire agreement contained in this writing. This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

Section #21. Compliance. Consultant shall comply with all written standards or procurement and acquisition that govern all purchases of services, supplies, and equipment. All activities are to be performed in accordance with applicable state law and regulations including all the requirements of the ODJFS Administrative Procedure Manual, and applicable federal law and regulations including 7 CFR 3016.36 applicable to expenditure of food and nutrition services, 29 CFR 95 to not for profit organizations expending Department of Labor (DOL) funds, 29 CFR 97 applicable to governments expending DOL funds, 45 CFR 74 to not for profit organizations expending health and human services (HHS) funds, and 45 CFR 92 applicable to government expending HHS funds, and OMB Circulars A-87, A-102, and A-133.

Section #22. Evaluation and Monitoring. In an effort to ensure such compliance, BCDJFS staff representative will schedule routine, on-site visits with the Economic Development Program to review program files, application processing, purchasing activities, and all bookkeeping methods and reconciliations. These visits will be scheduled no less than on a quarterly basis, but may be scheduled more frequently as the need might indicate. **Section #23. Availability of Funds.** This contract is contingent upon the availability of federal, state, or local funds appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the products or services provided by the Port Authority, BCDJFS may terminate the products or services provided by the Board and the Port Authority at the end of the period for which funds are available. BCDJFS will notify the Board and the Port Authority at the earliest possible time any of the products or services are affected by a shortage of funds. No penalty shall accrue to BCDJFS in the event this provision of the contract is exercised, and BCDJFS shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

In witness of this contract upon these terms and conditions, the undersigned BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE BELMONT COUNTY BOARD OF COMMISSION, ON BEHALF OF THE PORT AUTHORITY, hereto execute this contract.

Signed and acknowledged this 20th day of June 2007: **BELMONT COUNTY BOARD OF COMMISSION**

Charles R. Probst, Jr. /s/
by: Charles R. Probst
Gordie W. Longshaw /s/
by: Gordie Longshaw
Mark A. Thomas /s/
by: Mark A. Thomas

Signed and acknowledged this 20th day of June 2007: **BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

DWAYNE PIELECH /S/
BY: DWAYNE PIELECH, DIRECTOR

Signed and acknowledged this 20th day of June 2007: **BELMONT COUNTY PORT AUTHORITY**

Martin R. Gould /s/
by: Marty Gould, Chairman

Approved to Form:

Daniel P. Fry /s/
Daniel P. Fry, Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:22 A.M.

Motion made by Mr. Thomas seconded by Mr. Probst to adjourn the meeting at 11:22 a.m.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

Read, approved and signed this 27th day of June, 2007.

COUNTY COMMISSIONERS

We, Mark A. Thomas 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