

MID OHIO VALLEY REGIONAL DAY REPORT CENTER
Job Description-Site Coordinator/Case Manager

General Statement of Work:

Oversees all operations of the agency satellite offices, provides individual and group case management services, facilitates (or cofacilitates) group counseling under supervision. Collaborates with referral sources and coordinates multidisciplinary treatment services.

Responsibilities Include:

Directs agency staff at satellite offices in carrying out all operational requirements.

Provides ongoing supervision and services to an assigned caseload of non-violent offenders.

Maintains contact with community resources in order to facilitate appropriate referrals, address any barriers to receiving referrals, and identify other community needs/services that the site(s) could potentially fulfill.

Facilitating or cofacilitating group counseling including substance abuse, life skills, education, batterer's intervention, and crisis intervention.

Performs initial assessments, including the implementation and scoring of standardized instruments.

Participates in clinical supervision with agency clinical supervisory staff.

Completes required clinical documentation for all sessions held in a timely manner.

Minimum Job Requirements:

A minimum of a Bachelor's degree is required; a Bachelor's degree in a behavioral science or criminal justice is preferred.

Eligible applicants must be willing to actively pursue relevant credentialing (such as professional counseling, social work, psychology, or addiction counseling)

Preference for applicants with licensure and/or certification in professional counseling, social work, psychology, or addiction counseling.

Knowledge of all aspects of the criminal justice system is highly desirable.

At least one year of experience; work experience in a criminal justice setting is preferred.

AMY JEANNETTE EASTHOM

903 Gallatin Street • Ravenswood, WV • 26164 • 304-532-5338 • jeannes2boys@hotmail.com

EXPERIENCE

KVC Behavioral HealthCare **Family Service Worker, October, 2008 - Present**

Responsible for the scheduling, implementation and documentation of parent instruction, safety services, supportive and behavioral counseling in the home. Recorded and assembled clients' progress into comprehensive monthly reports. Ensure services are billed properly and regularly attend multi-disciplinary team meetings. Worked closely with West Virginia DHHR staff. Create service plans tailored specifically to client's individual needs. Worked independently with the public in a variety of settings. Required to adhere to strict confidentiality and ethical codes concerning sensitive client information.

Ross, I.E.S. **Youth Case Manager, March, 2007 - July, 2008**

Responsible for assisting youth in pursuing their education and preparing them to enter the workforce in Jackson and Roane Counties. Administered assessments (TABE, COPS, PVI), provided case management, career exploration and exploring training/school opportunities. Assisted youth in determining career goals and life path. Managed supportive services and incentive bonuses for youth.

West Virginia Children's Home Society **Child Care Advocate/Worker, June, 2004 - April, 2005**

Responsible for daily activities of the shelter. Worked in coordination with Wood County Juvenile Court to ensure proper documentation and handling of children in custody of the state. Supervised up to ten teenage children simultaneously, along with inherent responsibilities including home visits, medication administration and court appointments. Required to maintain continuing education in courses including passive restraint, standard first aid and CPR.

R&R VIDEO CORPORATION **General Manager, September, 2002 - May, 2003**

Responsible for all aspects of company's operations. Worked closely with customers, suppliers and owners to ensure smooth transitions of day-to-day business affairs. Responsible for entire corporate budget and bookkeeping. Made weekly payments to movies suppliers; managed employee shift scheduling and handled daily store opening and closing. Prepared and submitted daily, weekly and monthly finance reports to company's owners.

DEGREES

- Bachelor's of Science in Criminal Justice, West Virginia State University, 2006
- Associates in Applied Science in Criminal Justice, West Virginia University, 2004
- Internship with the Jackson County Public Defender's Office, 2001

ACCOMPLISHMENTS & CERTIFICATIONS

- Alpha Phi Sigma National Honor Society in Criminal Justice, 2005-2006
- WVU-P President's Scholar 2006
- Elected Officer of the Criminal Justice Association 2001-2006
- Standard First Aid
- Adult CPR
- Child and Infant CPR
- Certificate in Interpersonal Relations, August 6, 2007
- Completed Understanding and Preventing Workplace Harassment, September 24, 2007
- Completed Confidentiality and HIPPA, September 24, 2007
- Completed Corporate Ethics, October 31, 2007

JOB DESCRIPTION DAY REPORT ASSISTANT

Hours: 40 hrs. a week
Position: Full-Time

Nature of Work

This is a multi-functional position that reports to the Program Director.

Examples of Work Performed

1. Closely tracks all expenses related to the Day Report Center budget;
2. Tracks all collections and expenses.
3. Performs general office duties that include organization of files, answering phones, use of fax machine and copy machine, typing, sending mailings.
4. Performs client billing on a monthly basis.
5. Tracks payments from clients and agencies.
6. Performs other related duties as required by the director.

Minimum Qualifications

Training and Experience:

Associate's degree in Business Administration with two years experience, Bachelor's preferred, or three years experience in related field

Desirable Knowledge, Skills and Abilities

1. Knowledge of standard and legal term knowledge, proper spelling, and punctuation.
2. Ability to perform mathematical applications.
3. Excellent organizational skills.
4. Ability to communicate professionally through oral and written methods.
5. Ability to handle multiple tasks with efficiency.

6. General knowledge of basic office procedures including use of office equipment.
7. Ability to work as a team member.
8. Knowledge of proper etiquette relating to office practices and procedures.
9. Ability to understand and follow complex oral and written instructions.
10. Skill in the use of a computer and various associated software such as Corel WordPerfect and Microsoft Office (Word, Access, Excel, QuickBooks and PowerPoint).

Acceptance:

I hereby accept this as an accurate job description as community service supervisor and I will abide by the standards set forward in it.

Employee Name (Print)

Date

Employee Signature

Date

1437 LITTLE POND CREEK • MURRAYSVILLE, WV • 26164
(304) 273-9139 • AMYRBASE@HOTMAIL.COM

AMY BARTON

OBJECTIVE

To obtain a job where I can use my qualifications and skills to the fullest benefit and be a valued member of well working team.

SUMMARY OF QUALIFICATIONS

Associates Degree in Criminal Justice
Several years experience working with the public
Internship at Magistrate Court

WORK OF EXPERIENCE

Feb. 2004-Present Mineral Wells Vet Clinic Mineral Wells, WV 26150
Veterinary Assistant

- Assist in appointments and surgeries, answer phones, make appointments, check clients in and out

May 2002-Feb. 2004

- Took a year and a half off due to pregnancy and child birth

May 2002-Oct. 2002 Golden & Amos Parkersburg, WV 26101
Real Estate Closer

- Prepared deeds, land contracts, handled real estate closing, pay-offs, etc.

Nov. 2001-May 2002 Concepts West Parkersburg, WV 26101
Office Assistant

- Answered phones, made shipping/delivery appointments, prepared and tested plastic samples

May 2001-Sept. 2001 Cary Veterinary Hospital Cary, NC
Receptionist

- Answered phones, made appointments, check clients in/out, handled daily transactions and closings, assisted with restraint and treatments when needed.

Nov. 1999-May 2001 Parkersburg Veterinary Hospital Parkersburg, WV 26101
Receptionist

- Answered phones, made appointments, check clients in/out, handled daily transactions and closings, assisted with restraint and treatments when needed.

EDUCATION

Fall/Winter 2001 Washington County Career Center Marietta, OH
Certificate in Phlebotomy

1998-2001 WVU-P Parkersburg, WV

Associates Degree in Criminal Justice

1991-1995 Ravenswood High School Ravenswood, WV

Diploma, graduated Cum laude

EXTRACURRICULAR ACTIVITIES

Have shown horses for over 20 years
Show and breed American Bulldogs

REFERENCES

Provided up request

QUYEN NGUYEN
630B Canyon Oaks Drive
Oakland, CA 94605
(415) 990-1582 (M) (510) 878-2964 (H)
quyentnguyen@yahoo.com

OVERVIEW

Years of experience in finance and accounting, the last seven of which I have focused on financial analysis and accounting reporting to all levels of management within the company. My experience runs the entire gamut from analysis of operations, to labor analysis, to inventory analysis, and financial reporting.

QUALIFICATIONS

- Organized, self-starter, efficient, accurate, detail-oriented, goals driven, deadline oriented, able to multi-task, and exceptional working hard under tight deadlines
- Solid finance and accounting background with strong GAAP knowledge and analytical skills
- Excellent on QuickBooks Pro 2005, SAP or AES
- Expert on Microsoft Word, Excel user including data import, graphing, pivot tables, v look-up, etc.
- Able to work effectively with all levels of management
- Good written and outstanding interpersonal communication skills
- Fluent in English and Vietnamese

EMPLOYMENT

Abbott Diabetes Care, Alameda
National Contract Analyst

Sept 2008 – June 2010

- Responsible for the calculation of monthly credit on returned products.
- Documenting and Monitoring contracts for compliance, accuracy and timing.
- Responsible for analysis and Reporting on contract adjudications and customer performance.
- Processing claims within contractually defined deadlines, complying with current terms and conditions set forth in the contract.
- Validating customer submitted data used to process the claims.
- Demonstrating consistent and proactive communication on all items related to a contracted customer with the appropriate sales rep and corporate receivables management personnel.
- Rigorously recording the status of all claims in the contract claims tracking system.
- Maintaining complete and thorough audit trail, documenting all work and communication regarding processing of claims.
- Demonstrating an understanding of the application of the Quality Policy through daily activities.
- Maintaining vigilance to ensure adherence to the Quality Policy and system procedures by promptly reporting noncompliance issues to management.

CommScope, Fremont
Financial Analyst

Dec 2004 – Aug 2008

- Responsible for payroll, A/R, A/P, expenditures, inventory, cost.
- Assisted in G/L, account reconciliation and analysis, month end close, payroll, bank reconciliation, and all other accounting functions.

- Analyzed and reconciled General Ledger balance sheet and expense accounts including cash, fixed assets, and operating expenses.
- Assisted in all accounting related month-end closes, and reconciled/analyzed balance sheet and income statement, including bonus and commissions.

Bank of Walnut Creek, Mortgage Services, San Ramon June 2002 – May 2004
Accounting Analyst

- Managed daily cash balances, posting and deposited A/R checks.
- Interact with bank and other outside service providers.
- Performed research on accounting issues.
- Assisted controller on financial analysis and management reporting.
- Prepared various schedules for the annual audit.
- Assisted inter-company operation activities, schedules, and commission statements.
- Assisted monthly balance sheet reconciliation and monthly/quarterly financials statement analysis.
- Assisted in monthly accounting closing processes such as reviews, journals, account reconciliation.

Pulmonx, Palo Alto June 2001 – Apr 2002
Accounting Analyst

- Performed variance analysis such as inventory analysis and cost analysis.
- Maintained depreciation, amortization and other accounting schedules as necessary
- Involved on month end close and G/L review.
- Performed full-cycle of Accounts Payable, including requisition and purchase order preparation. Calculated payments, and prepared account statements. Processed, coded, and matched invoices checks in a timely manner.

AFX Inc., Fremont Dec 1995 – May 2001
Staff Accountant

- Processed vendor transactions, prepared invoices for payment.
- Responsible for daily inventory used and monthly inventory analysis.
- Assisted in Month-end close account reconciliation and analyses.
- Analyzed and reconciled Division bookings, spending, inventory, and related matters.

EDUCATION

University of Phoenix

MBA in, Business Administration, June 2010

California State University Hayward Bachelor of Science

Management Information System – MIS / Majority of Courses in Accounting, June 2003

PATRICA R. LYNCH

Skills

Microsoft Word, Excel, Power Point, Outlook, Quick Books, Fundraising

Experience

Nov 2012-Feb 2013 Wood County Magistrate Court Parkersburg, WV

Magistrate Assistant

- File, set hearings for criminal and civil cases, send out notices & subpoena's, answer calls, talk to the public, impute information into the system, update calendar
 - Paperwork for arraignments, domestic violence orders, and personal safety orders
 - Scan, fax, copy, transport defendants for hearings, on call one week out of the month
-

Sept 2011-Feb 2012 Conley Law Office Parkersburg, WV

Assistant

- Set consultations, follow up appointments and update calendar
 - Ran errands, filed, and responded to telephone calls and messages
 - Worked with civil, family and criminal cases
 - Composed civil complaints
-

Jan 2006-Aug 2011 Wood County Prosecuting Attorney's Office Parkersburg, WV

Intern/Assistant Victim Advocate/Receptionist

- Filed, compiled and mailed misdemeanor discovery, greet people and set appointments
 - Worked with victims and witnesses, performed victim rights services at the office and Magistrate court
 - Respond to phone inquiries and messages, gather, type and send out weekly and daily schedules for court, sent out contempt's, scanned all order's, plea agreements and briefs
-

1999-present Grace & Mercy/Church Parkersburg, WV

Director of Public Relations

- File, send out invitations letters, resolutions, respond to phone calls and messages
 - Coordinate calendar, activities and fundraising
-

Education

2004-2008 West Virginia University at Parkersburg Parkersburg, WV

2003 Wilmington College New Castle, DE

2000-2003 Parkersburg High School Parkersburg, WV
High School Diploma

References

References are available on request.

William Kincaid

407 Stroehman Street
Parkersburg
West Virginia
1-304-428-7772
kamikazesan@hotmail.com

Objective:

I am seeking to gain employment with an office or business in any qualified position

Qualifications

I have experience running various software associated With Borders Books and Music. I have for the last 5 years worked well with the public in a retail setting. I have experience a supervisor in dealing with various and random situations that come up, sometimes forcing me to improvise a solution in a limited amount of time.

Education

WVU-Parkersburg: Associates in Social Science in Criminal Justice attended 1987 to 1992 part time status.
I am presently working towards a R.B.A. degree part time.

Relevant Experience:

Borders Books and Music, Supervisor (Inventory) 2006 - 2009

As an Inventory Supervisor I am in charge of a team of people responsible for the receiving, stocking, and returning of all the products that Borders Books and Music carries. In addition I am responsible for all paperwork and processes required of inventory supervisors, from the actual receiving of a product to the filing and processing of invoices of merchandise that is to be sent out either to a customer or back to a distribution hub. Also as a member of the leadership team I am responsible for daily cash reconciliation of the cash registers, scheduling of employees, and for the handling of situations with customers and other tasks as they appear.

WVU-Parkersburg, Instructor (Judo) 1998 - Present

As a Judo instructor I am responsible for the teaching of Judo in accordance with the Kodokan, and WVU-Parkersburg. I teach Students how to perform techniques that are inherent to the martial art of Judo. Also as a member of the faculty at WVU-Parkersburg I am also responsible for the recording of student's progression in the college course.

Almost Heaven Martial Arts Academy Instructor (Judo) 1998 - Present

As a Judo instructor I am responsible for the teaching of Judo in accordance with the Kodokan. I teach Students how to perform techniques that are inherent to the martial art of Judo. Also as an Instructor at Almost Heaven Martial Arts Academy I am responsible for all record keeping recruitment of new students in accordance with the class.

WV Army National Guard Specialist (Combat Engineer) 1985- 1991, 2000- 2003

As a combat engineer with the WV Army National Guard I was responsible for the completion of various combat related jobs. Among these jobs were construction and demolition projects, logistics, supply and transportation of equipment and soldiers for various tasks, as well as other tasks of a basic combat soldier.

Other Experience and training:

1st degree black belt Kodokan Judo awarded in 1995
2nd degree black belt Tomiki Aikido awarded in 2003
2nd degree black belt Mid-Ohio Valley Black Belt Association in 2005
Completed the NRA's Conceal Carry course in April 2009

References Available Upon Request

JOB DESCRIPTION GENERAL SUPPORT STAFF/VAN DRIVER

Nature of Work:

Responsible for the oversight of our agencies drug screening process, oversight of community service program, including supervision of client taking part in community service, and the safe transportation of clients to and from the DRC to attend required programming and to and from other required activities. Also required to maintain and take proper care of all agency vehicles.

Examples of Work Performed:

1. Observe clients as they provide urine for random drug screening process.
2. Take part in the proper search of clients to ensure they are not bringing contraband, weapons, or other items that might be used to provide a false urine screen.
3. Properly fill out and turn in the chain of evidence forms that accompany each urine screen.
4. Over see clients who are engaging in community service.
5. Maintain proper time sheets and other records pertaining to community service.
6. Take part in interacting with community service providers.
7. Help develop new community service providers.
8. Take part in doing safety searches of clients as needed upon their entering the DRC premises.
9. Monitor the clients while they are in the DRC or in the outside break area.
10. Operate the transport vans and transport clients to and from requires outside community service and other types of appointments.
11. Maintain records of transport vans.
12. Maintain the transport vans; make sure they are clean and in good repair.
13. Perform any other duties deemed appropriate by the Director.

Minimum Qualifications:

Education: High School Diploma or G.E.D. at a minimum, but college degree such as Associates in CJ or related field is helpful, and a valid, current operator's license.

Experience:

Must be in reasonable good health, able to lift at least 30 pounds unaided, and sit or stand for long periods.

Desirable Knowledge, Skills, and Abilities:

1. The ability to supervise clients and maintain a professional relationship.

2. The ability to read and write in a professional manner, and maintain written records.
3. The ability to utilize computer programs such as Windows and Excel.
4. Familiarity with geographical area served.
5. Ability to communicate clearly.
6. Ability to interact effectively with clients and general public.
7. Ability to motivate others.
8. Ability to work as a team member.

Megan Saunders

312 6th Street
Ripley, WV 25271
(304) 372-8371
(304)532-2718

I recently graduated from West Virginia University at Parkersburg with my Associates' Degree in Criminal Justice. My focus and interests are in substance abuse counseling and addiction counseling. I am also open to other options to advance my education in this field.

EDUCATION

2003-2006

Ripley High School, High School
Graduated - May 2006
Ripley, West Virginia

2007-2008

Fairmont State University
Criminal Justice
Fairmont, West Virginia

2009

West Virginia University at Parkersburg
Associates Degree in Criminal Justice
Parkersburg, West Virginia

2006-2007

West Virginia University at Parkersburg / Criminal Justice
Classes Completed:
Probation & Parole
Intro to Criminal Justice
English 1
Criminal Law
Computer concepts
Intro to Psychology
Intro Sociology

2007-December 2008

Fairmont State University / Criminal Justice
Classes Completed:
English 2
Intro to Speech communication
American Government
Social Problems
Police Operations
Firearms

Adjudication Process
Sex Crimes
Criminology
Criminal Evidence
Deviant Behavior
Criminal Investigation

2009-December 2009

West Virginia University at Parkersburg /
Criminal Justice
Classes Completed:
Corrections
First Aid
Constitutional Law
Internship
Organized Crime
Ethics in Criminal Justice
Abnormal Psychology
Forensic Psychology

WORK SKILLS

- Telephone
- Computer :Power Point , Word and Excel
- Inventory
- Cash register
- Fax
- Postage Machine

WORK EXPERIENCE

Music Exchange

Ripley, WV 25271

304-372-1503

August 2006 – May 2007

Duties: Secretary.

Inventory, answering the phone, cash register, Computer.

Prosecuting Attorney's Office of Jackson County
Intern for Melissa Wilkinson- Victim Advocate
P.O. Box 811
Ripley, WV 25271

January 2009- April 2009

Duties: Faxed, Typed discovery and subpoenas, filed papers, completed paperwork and attended court cases.

Dairy Queen of Ripley
Ripley, WV 25271
May 2009
Duties: Crew Member

HONORS, ACHIEVEMENTS, AND OTHER INTERESTS

- Honor Roll
- 3.00 GPA
- Mixed Choir (2 years)
- FCCLA (2 years)
- American Heart Association Heart Walk

REFERENCES

Sara Wyer
Leroy, WV
(304) 372-1503

Melissa Wilkinson
(304) 373- 2275

Brandon Board
Gay, WV
(304) 532-6036

Mark S Malcomb
75 Hunts Silver Valley rd.
Evans, WV 25241
304 531-6342

Summary:

- Work well in a high pressure environment.
- Well-organized and efficient.
- Strong training skills.
- Self-motivated and assertive.
- Quickly learn procedures and methods.
- Professional demeanor.
- Organized and efficient.
- Excellent communication skills.
- Enjoy working with people.
- Dependable - can work without supervision.
- Able to work independently.
- Able to follow directions.

Experience:

Kellermeyer Building Services, LLC Maumee, Ohio 43537
floor technician May 4, 2008 to December 10, 2010

- *Operated floor scrubber and buffer
- *Maintained equipment
- *Operated floor waxer
- *Worked independently to clean and maintain 55,000 square foot business

Ravenswood Speciality Svs. Route 68 S., Ravenswood, WV 26164
Assistant Extruder Operator October 20, 1998 to October 10, 2007

- *Sorted and filled extruder material
- *Completed technical paperwork
- *Operated fork truck
- *Operated paddle truck
- *Cleaned equipment
- *General cleaning of work area
- *Cleaned bag house
- *Completed calculations of contamination in finished product
- *Ran extruder when operator was not available

Education:

West Virginia University-Parkersburg Parkersburg, West Virginia
Board of Governors Associate Degree 2008

Ripley High School Ripley, West Virginia
diploma 1978

References:

Available upon request

LABORATORY TECHNICIAN

Nature of Work

Following routine protocols under the close supervision of the lab Director, or facility Director or CEO performs laboratory tests utilizing requisite lab equipment and instruments, making minor adjustments as required. Responsible for laboratory maintenance, preparing solutions, and ordering supplies for the lab.

Examples of Work Performed

- Performs test which may include various assays and follow established procedures and/or protocols.
- Operates requisite laboratory equipment and instruments; records data; maintains and makes minor adjustments to equipment.
- Uses universal safety precautions to protect self and co-workers from biohazardous materials.
- Complies with biohazard safety standards through proper handling of potentially hazardous chemicals and biological agents within the workplace.
- Completes annual university biohazard/universal precaution training, as appropriate.
- Monitors inventory levels, orders materials and supplies in accordance with established policies and procedures, counts order upon receipt.

Minimum Requirements

Required: High School Diploma, GED with 10 years of experience, AAS degree, and BS degree in science with 2 years of experience. Registration as a Medical technologist by the National Certification Agency for Medical Laboratory Personnel. Medical Association, or two years of experience in a medical laboratory under the direct supervision of a medical laboratory technician, medical technologist or physician.

Certification:

Required: State certification and/or licensed.

4304 9th Ave
Vienna, WV 26105
(740)525-0792

before Mary

Jana Singer

Objective

To obtain a full time position as a Laboratory Technician in a expanding and competitive environment

Education

*2001-2005 Washington State Community College
Associates Degree of Applied Science
*2001 Washington County Career Center
Certificate of Phlebotomy
*1999 Warren High School
Diploma

Highlights and Qualifications

I am self motivated and able to work with minimal supervision and all personality types. I am quick in learning and developing comprehension of new systems and methods.

Professional Experience

*During clinical rotations and current employment, I have trained on many different analyzers
*I have performed phlebotomy on a daily basis
*I have had experience with many different computer systems during current and prior employment.

Employment

2009-present	MLT	Holzer Medical Center
2007-2009	Lab Manager	Schwabe & Associates Clinical Laboratory
2005-2007	MLT	St. Joseph Hospital
2004-2005	OMS	United Parcel Services

References

Autumn Moore

Business Owner

304-482-3310

Jennifer Wilson

Laboratory Director

304-424-4179

Erik Sams

CEO

304-485-1885

NCA National Credentialing Agency
for Laboratory Personnel

certifies that

Jana L. Singer

has demonstrated competence through examination as a

Clinical Laboratory Technician

by fulfilling the requirements of this Agency

Kathryn Casey
President

October 2005

Date

Certification FOR the Profession BY the Profession



CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF COMPLIANCE

CLIA ID NUMBER
51D2007155

EFFECTIVE DATE
11/15/2010

EXPIRATION DATE
11/14/2012

LABORATORY NAME AND ADDRESS

WV DRUG TESTING LABORATORIES INC
916 MARKET STREET
PARKERSBURG, WV 26101

LABORATORY DIRECTOR

SUZANNE WILLIAMS BS MT ASCP

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 265a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations



Kyla J. Farmer
1696 McNeal Rd.
Waterford, OH 45786
740-568-8064
740-984-1515
K Science@Yahoo.com

Objective

To achieve my goals as a competent Laboratory Analyst.

Education

1998-2002 Waterford High School
P.O. Box 67 Waterford, OH 45786
2004-2006 Washington State Community College
710 Colegate Dr.
Marietta, OH 45750
Associates in Applied Science/Medical Laboratory Technology

Relevant Experience

Jan 2006 Attended clinicals at St. Joseph's Hospital
Parkersburg, WV
Experience with Quality Control, Daily Maintenance, Trouble
Shooting, Preventative Maintenance, Sample Integrity, and
various laboratory equipment.
June '06-Pres St. Joseph's Hospital
19th St.
Parkersburg, WV 26101
Position: MLT
April '11-Pres West Virginia Drug Testing Labs Inc.
916 Market St.
Parkersburg, WV 26101

Other Experience

2002-2004 St. John Central School
Marietta, OH 45750
Position: Teacher Assistant
2000-2002 Family Ford Lincoln Mercury
Marietta, OH 45750
Position: Receptionist

References Available Upon Request



The Board of Registry

The American Society for Clinical Pathology

Hereby Certifies That

Kyla Farmer, MLT(ASCP)^{CM}

Has Successfully Fulfilled The Requirements for the

Certification Maintenance Program

as a

Medical Laboratory Technician

Valid October 2009 through October 2012

Kathleen Bevan-McBride
Chair, Board of Registry



Board of Registry[®]

ASCP Certification:

The Standard of Excellence

West Virginia Drug Testing Laboratories
JOB DESCRIPTION

Name: Suzanne Williams
Date of Hire 07/06/10
Program: WV Drug Testing Laboratories
Job Title: Laboratory Director/Technical Consultant
Status: Part Time

Responsibilities of position:

1. Ensures that testing systems in the laboratory provide quality services in all aspects of test performance, such as pre analytic, post analytic, etc.
2. Certifies that the physical environment is safe from hazards and safety/biohazard requirements are followed.
3. Assures that staffs are trained, qualified, and competent and properly supervised. Periodically performs competency evaluations.
4. Ensures that new procedures are reviewed and included in the policy and procedure manual.
5. Ensures that job descriptions are accurate.
6. Ensures environmental conditions are adequate and appropriate for the testing performed.
7. Reviews PT results, QC results, rejection logs. Makes sure quality assurance and control programs are established and maintained.
8. Corrective action plans are utilized and followed when results are unsatisfactory.
9. Ensures appropriate test method selection, adequate method verification to determine precision and acceptable analytic test performances are maintained.
10. Ensures remedial or education needs are identified and training provided.
11. Maintains a harmonious and supportive relationship with all staff.
12. Adheres to all clinical policies and procedures and follows all safety guidelines as outlined by agency policy and OSHA requirements.

JOB DESCRIPTION (CONT)

13. Assist in areas of organization as necessary.

Required Competencies

1. Bachelor Degree in Medical Technology with 2 years of supervisor experience
2. Three years of general laboratory experience
3. In servicing in the areas of orientation, OSHA, CLIA regulations, Policies and procedures to be completed within two months of hire. Further, the employee assumes responsibility for continued education, recertification, and annual in service updates required.
4. Ability to write in comprehensible sentences and with adequate legibility.
5. Ability to communicate by telephone

I agree that I meet the qualifications listed and accept my responsibilities as outlined.

Employee Signature	Date
<i>Supervisor M. Williams BS. MT (ASCP)</i>	<i>7-6-10</i>
Supervisor Signature	Date

Suzanne M. Williams, MT(ASCP)
1657 Lake Hills Court
Parkersburg, WV 26101
Home: (304)485-3008
Cell: (304) 488-3063
bugndrug@gmail.com

Objective: Motivated, experienced Professional, seeking to utilize my knowledge and extensive experience which will contribute to the growth of the organization.

Qualifications: Significant experience in the Medical Technology field having worked with the following hospital based information systems: Sunrise, Meditech, Citation (Cerner), and TDS (Eclipsys). Knowledgeable with Microsoft Excel, Word and Powerpoint. Strong experience with technical aspects of medical laboratory science and the background with overseeing Drug Court Laboratories, qualify me as an excellent candidate for the emerging healthcare market.

Accomplishments:

- Accurate, reliable, focused and able to manage and prioritize multiple tasks
- Work well under pressure and time constraints in high volume, busy environment
- Excellent judgment, attendance, communication and supervisory skills
- Strong technical skills in all phases of Medical Technology field
- Significant experience with construction of operational and procedural manuals and guides
- CAP(college of American Pathologists) Inspector(regulating Agency)
- Lab Director for the West Virginia Drug Testing Laboratories, currently Director for Wood, Mercer, and Greenbrier Counties. All laboratories are CLIA certified
- Knowledgeable with CLIA regulations
- Bio terrorism trained
- Certified in Shipping

Employment History:

Camden Clark Medical Center, Parkersburg, WV

- June 2011 – Current: Microbiologist: responsible for technical duties of the Microbiology/Serology department of the laboratory
- June 2011 – Current: Artificial Insemination performed

West Virginia Drug Testing Laboratories, Parkersburg, WV July 2010 – Current

- July 2010 – Current: Contractual Lab Director, overseeing the operation of laboratories performing the Drug Court Testing. Active participation in CLIA inspections for each testing site. Responsible for reviewing Quality Control for all testing facilities.

St. Joseph's Hospital, Parkersburg, WV

Nov 1990 – June 2011

- 1993 – 2011: Microbiology Supervisor: Responsible for all phases of daily operation of the Microbiology department of the laboratory to meet regulatory requirements for College of American Pathologists and The Joint Commission.
- 1993-2011: Urinalysis Supervisor: Responsibilities the same as above
- 1993-2011: Initiated Artificial Insemination Procedure
- 1990-1993: Microbiologist Generalist: Responsible for technical duties in the Microbiology Department, Urinalysis Department and Serology. Utilized Phlebotomy skills including collection of arterial blood gases

Bellaire City Hospital, Bellaire, OH

Aug 1987 – Nov 1990

- 1987-1990: Generalist: Responsible for technical duties in Hematology, Chemistry, Microbiology and Blood Bank. Utilized phlebotomy skills

Education:

- West Liberty State College, West Liberty, WV 1983-1987
Bachelor of Science in Medical Technology
- Bellaire High School, Bellaire, Oh High School Diploma 1983

Certification and Licensure:

- American Society for Clinical Pathology Certificate Medical Technologist 1990-2013
- West Virginia State Licensure is a WV Clinical Laboratory Practitioner Medical Technologist valid through 2013

References available upon request

AGREEMENT

Laboratory Director

THIS INDEPENDENT CONTRACTOR AGREEMENT is by and between

the West Virginia Drug Testing Laboratories, Inc (hereafter referred to as, Drug Lab) with its principal place of business located at 108 South Walker Street, Princeton, West Virginia 24740 and Suzanne Williams (hereinafter "Laboratory Director") with its principle place of business located at 916 Market St. Parkersburg WV 26101

WHEREAS, the Lab Director intends to enter into this Agreement with the West Virginia Drug Testing Laboratories as an independent contractor to provide consulting services, and responsible for the overall operation and administration of the laboratory, including the employment of competent qualified personnel. Even though you have the option to delegate some of your responsibilities, you remain ultimately responsible and must ensure that all the duties are properly performed and applicable CLIA regulations are met. It is your responsibility to ensure that your laboratory develops and uses a quality system approach to laboratory testing that provides accurate and reliable patient test results. Also procedural supervision of Laboratory technicians, with supervision and assistance for the drug lab as defined in the "Scope of Work" section of this Agreement.

NOW, THEREFORE, the West Virginia Drug Testing Laboratories, Inc. and the Lab Director have negotiated and agreed to the terms, conditions, and scope of work as follows:

1. INDEPENDENT CONTRACTOR. Subject to the terms and conditions of this Agreement, West Virginia Drug testing laboratories, Inc. hereby engages Lab Director as an independent contractor to perform the services set forth in the "Scope of Work" section herein the Lab Director hereby accepts such engagement. This Agreement shall not render Lab Director an employee, partner, agent of, or joint venture with West Virginia Drug Testing Laboratories for any purpose. The Lab Director is and will remain an independent contractor in relationship with the Drug Lab. The Lab Director shall have no claim against West Virginia Drug Testing Laboratories, hereunder or otherwise, for paid time off (sick or vacation), retirement benefits, social security, workers' compensation, health or disability benefits, liability insurance, unemployment insurance benefits, other insurance benefits or employee benefits of any kind.
2. REPRESENTATION AND WARRANTIES. The Laboratory Director represents and warrants at the time of signing this agreement and at all times during the terms of this Agreement:
 - A. Lab Director is duly licensed, registered and in good standing under the laws of the State of West Virginia, to engage in the position as a Laboratory Director. The said license and or certification have not been suspended, revoked, or restricted in any manner. In addition, Lab Director is required to maintain current and active certification through a state or nationally recognized certifying body.

- B. Lab Director shall promptly deliver to the West Virginia Drug Testing Laboratories copies of all certificates, registrations, and other evidence of compliance with the foregoing as reasonable and upon request by West Virginia Drug Testing Laboratories;
3. SCOPE OF WORK. Laboratory Director/Technical Consultant
4. To facilitate efficient communication with West Virginia Drug Court Laboratories staff, the Laboratory Director/ will provide scheduled onsite updates and allow the Technical Consultant to make routine site visits and review required results and finds with the Laboratory Directory and the Laboratory Directory will maintain regular supervision over the Main site and over the Technical Consultant. This will be done for recommendations for laboratory monitoring, compliance and procedures.
1. Ensures the testing systems in the laboratory provide quality services in all aspects of test performance, such as preanalytic, post analytic, etc.
 2. Certifies that the physical environment is safe from hazards and safety/biohazard requirements are followed
 3. Assures that staffs are trained, qualified and competent and properly supervised. Periodically performs competency evaluations.
 4. Ensures that new procedures are reviewed and included in the policy and procedure manual.
 5. ensures that job descriptions are accurate
 6. ensures environmental conditions are adequate and appropriate for the testing performed
 7. Reviews PT results, QC results, rejection logs. Makes sure quality assurance and control programs are established and maintained.
 8. Corrective actions plans are utilized and followed when results are unsatisfactory.
 9. Ensures appropriate test method selection, adequate method verification to determine precision and acceptable analytic test performances are maintained.
 10. Ensures remedial or education needs are identified and training provided.
 11. Maintains a harmonious and supportive relationship with patients, families, staff, supervisors, physicians, and others.
 12. Adheres to all clinical policies and procedures and follows all safety guidelines as outlined by agency policy and OSHA requirements.
5. COMPENSATION. As full compensation for the services rendered pursuant to this Agreement, the West Virginia Drug Testing Laboratories shall pay the Lab Director a rate of 90.⁰⁰ per hour when site visits are needed and consulting with the Technical Consultant. The Technical Consultant and the Lab Director will bill each site for service rendered when site visits and services are needed on a monthly basis. The Drug Lab shall not be responsible for withholding taxes with respect to the Lab Director compensation. The Lab Director is responsible for all individual expenses incurred under this Agreement. The Lab Director understands and agrees that as an independent consultant the West Virginia Drug Testing Laboratories is required to

issue a 1099 for all income paid to the Lab Director in accordance with United States Internal Revenue Code.

6. INVOICES. Laboratory Director shall invoice West Virginia Drug laboratories (Wood County, Mercer County, Cabell County, Kanawha County and Greenbrier County) at the Listed Address given when services are required or rendered. Invoices shall be submitted on the 26th of each month with a detailed summary (dates and times) of when services were rendered. Approved invoices will be paid by the County services was provided. All invoices shall reference the Program name, dates, services provided, and rate.
7. TERM. This agreement shall commence July-1-2010 and shall continue in full force until July 1, 2011 with an anticipated yearly renewal date unless terminated pursuant to section 11, herein.
8. The Lab Director will not disclose any Confidential Information (as defined below) of West Virginia Drug Testing Laboratories or Day Report Center without express written authorization. Such confidential information will not be used in any way that is directly or indirectly detrimental to the Day Report Center or the West Virginia Drug testing Laboratories Inc., and the Lab Director will keep such confidential information "confidential". If the Lab Director is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) to disclose or produce any confidential information received in the course of their services under this Agreement, the Lab Director will
 - (i) provide West Virginia Drug Court Laboratories and/or Day Report Center with prompt notice thereof and copies, if possible, and if not, descriptions, of the confidential information requested or required to be produced so that West Virginia Drug Testing Laboratories and/ or Day Report Center may seek an appropriate protection order or waive compliance with the provisions of this section and
 - (ii) Consult with West Virginia Drug Testing Laboratories, Inc as to the advisability of the West Virginia Drug Testing Laboratories Inc taking legally available action to resist or narrow such request. The Lab Director further agrees that, in the absence of a protective order or the receipt of a waiver, the Lab Director if compelled by legal council to disclose or produce confidential information concerning the West Virginia Drug Testing Laboratories to any tribunal legally authorized to request and entitled to receive such confidential information without liability then, the Lab Director shall give the West Virginia Drug Testing Laboratories written disclosure of production as is practicable and shall used reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such confidential information so required to be disclosed or produced.

For the purposes of this Section, the term "confidential information" shall mean any information of West Virginia Drug Testing Laboratories and Day Report Center (whether written or oral), including all business or management methods, marketing data, fee schedule, or trade secrets of the West Virginia Drug Testing Lab or the Day Report Center whether or not such confidential

information is disclosed or otherwise made available to the Lab Director. Confidential information does not include any information that the Lab Director can establish .

- (i) is or becomes generally available to and know by the public or Court system (other than as result of an unpermitted disclosure directly or indirectly by the Lab Director);
- (ii) is or becomes available to the Lab Director on a non-confidential basis from a source other than the West Virginia Drug Testing Laboratories or the Day Report Center, provided, that such source is not and was not bound by a confidentiality agreement with or other obligation or secrecy to the West Virginia Drug Testing Laboratories or the Day Report Center of which the Lab Director has knowledge, or
- (iii) Has already been or is hereafter independently acquired or developed by the Lab Director without violating any confidentiality agreement with or other obligation of secrecy to the West Virginia Drug Testing Laboratories. The terms and provisions of this section shall survive the termination of this Agreement.

9. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, with US Postal Service, to the address set forth herein above.

10. **TERMINATION.** The West Virginia Drug Testing Laboratories and the Lab Director hereby agree that the during the term of this Agreement and any extensions hereof, this Agreement may be terminated and the Lab Director compensation shall be measured to the date of such termination:

- (i) with or without cause by either party with fifteen (60) days written notice;
- (ii) immediately by mutual consent of both parties; or
- (iii) immediately upon written notice to the Lab Director by the West Virginia Drug Testing Laboratories upon the occurrence of any of the following events:
 - A. Suspension, revocation, cancellation or limitation of the rights of the Lab Director to practice in any jurisdiction whether because of loss of license or any other reason, without limitation.
 - B. Failure or refusal by the Lab Director to perform diligently their duties under this agreement;
 - C. Conviction of the Lab Director of any felonious crime in any federal or state jurisdiction or the United States of America;
 - D. Unprofessional, unethical, or fraudulent conduct by the Lab Director or a finding by a professional society of such conduct;
 - E. In the event, due to circumstances beyond the control of the Lab Director, the Lab Director shall be unable to perform their duties under this Agreement for any extended period covered by this Agreement; or
 - F. In the event, the West Virginia Drug Testing Laboratories Inc does not receive any state, county or federal funding and services are discontinued.

11. The Lab Director shall defend, indemnify and hold the West Virginia Drug testing Laboratories harmless from any loss, claim for damages to person or property, arising out of this Agreement,

- including attorney's fees, to the extent that such loss, claim for damages is caused by the negligent acts or omissions of Lab Director Breach of any term of this Agreement.
12. SEVERABILITY. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity and enforceability of any other provisions of this Agreement.
 13. ASSIGNMENT PROHIBITED. This Agreement is personal to the Parties and neither Party may assign or delegate any of said rights or obligations of said Party under this Agreement without first obtaining the written consent of the other Party.
 14. MODIFICATION. This Agreement shall not be modified, changed, or discharged except by writing signed by the Parties.
 15. GOVERNING LAW. It is understood and agreed by and between the Parties that the construction and interpretation of this Agreement shall be at all times and in all respects be interpreted and governed by the laws of the State of West Virginia.
 16. ENTIRE AGREEMENT. This Agreement contains the entire Agreement and understanding by and between the Parties with respect to the services of the Lab Director, and no representation, promises, agreements or understanding, written or oral, not contained in this Agreement shall be of any force or affect.
 17. HEADINGS. The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not be construed to in any way alter, limit, or amplify the terms and provisions of this Agreement.
 18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

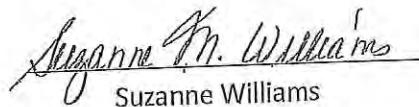
In within whereof the parties have hereunto set their hands and seals the date that follows each signature:

WEST VIRGINIA DRUG TESTING LABORATORIES

Steven L Collins
Chief Executive Officer (or designee)

Date _____

LAB DIRECTOR


Suzanne Williams

Date: 7-6-2010

**MID OHIO VALLEY REGIONAL DAY REPORT CENTER (DRC)
WEST VIRGINIA DRUG TESTING LABORATORIES, Inc.
Job Description-Medical Review Officer (MRO)**

General Statement of Work:

Utilizes professional medical training, MRO training, professional skills and expertise, and any generally accepted medical methodology to conduct review of drug screens, clinical and medical records, and any other documentation for use by the judicial systems, attorneys, the Department of Health and Human Services (DHHR), and employers.

Immediate Supervisor:

None

Subordinates:

None

Responsibilities Include:

Reviews assessments performed by DRC clinical staff in order to determine medically necessary services.

Expediently conveys findings and opinions through written documentation provided to the DRC and other relevant collaborators including judges, attorneys, social workers, and/or employers.

Facilitates efficient communication with DRC staff and provides regularly scheduled onsite updates regarding recommendations for compliance and procedures.

Maintains a harmonious, professional, and productive relationship with all employees and referral sources, and other collaborators.

Minimum Job Requirements:

A current and valid West Virginia license to practice medicine and/or osteopathy

Demonstrated knowledge of substance abuse disorders as well as both the pharmacology and toxicology of licit and illicit substances.

Thorough knowledge of and adherence to all applicable state and federal laws, regulations, and ethical guidelines.

Completion of at least 12 relevant professional development hours during each three year period following certification.

Excellent interpersonal and professional communication skills.

AGREEMENT

Medical Review Officer

THIS INDEPENDENT CONTRACTOR AGREEMENT is by and between the MID OHIO VALLEY DAY REPORT CENTERS (hereafter referred to as, DRC) with its principal place of business located at 916 Market Street, Parkersburg, West Virginia 26101 and

DAVID AVERY, (hereinafter "Medical Review Officer or MRO,") with its principle place of business located at 418 Grand Park Dr Vienna, WV

WHEREAS, the Medical Review Officer intends to enter into this Agreement with the DRC as an independent contractor to provide consulting services, medical review of assessments deemed appropriate and necessary for review based upon known and established policies and procedures, outcomes and procedural supervision of case workers, with supervision and assistance for the DRC as defined in the "Scope of Work" section of this Agreement.

NOW, THEREFORE, the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS and the Medical Review Officer have negotiated and agreed to the terms, conditions, and scope of work as follows

1. INDEPENDENT CONTRACTOR. Subject to the terms and conditions of this Agreement, DRC hereby engages Medical Review Officer as an independent contractor to perform the services set forth in the "Scope of Work" section herein the MRO hereby accepts such engagement. This Agreement shall not render Medical Review Officer an employee, partner, agent of, or joint venture with MID OHIO VALLEY REGIONAL DAY REPORT CENTERS for any purpose. The MRO is and will remain an independent contractor in relationship with the DRC. The MRO shall have no claim against DRC, hereunder or otherwise, for paid time off (sick or vacation), retirement benefits, social security, workers' compensation, health or disability benefits, liability insurance, unemployment insurance benefits, other insurance benefits or employee benefits of any kind.
2. REPRESENTATION AND WARRANTIES. The Medical Review Officer represents and warrants at the time of signing this agreement and at all times during the terms of this Agreement:
 - A. MRO is duly licensed, registered and in good standing under the laws of the State of West Virginia, to engage in the practice of Medicine, Medical Review, and the said license and registration have not been suspended, revoked, or restricted in any manner;
 - B. MRO has disclosed and will at all times during the terms of this Agreement promptly disclose to MID OHIO VALLEY REGIONAL DAY REPORT CENTERS CEO:
 - (a) the existence and basis of any legal, regulatory, professional or other proceeding against the Medical Review Officer instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Medical Review Officer and

- (b) any allegation of substandard care of professional misconduct raised against medical Review Officer by any person, organization, governmental agency, health care facility, peer review organization or professional society;
- C. Medical Review Officer is able to review assessments performed by DRC clinical staff in order to determine medical necessary services.
- D. Medical Review Officer shall complete and maintain, in a timely manner, adequate, legible and proper records with respect to all services rendered pursuant to this Agreement;
- E. Medical Review Officer shall promptly deliver to the DRC copies of all certificates, registrations, and other evidence of compliance with the foregoing as reasonable and upon request by West DRC;
- F. The MRO shall have direct contact with DRC clients for consultation following assessments for discussion if requested;
3. SCOPE OF WORK. Medical Review Officer Shall:
- A. Utilize professional medical training, MRO training, professional skills and expertise, and any generally accepted medical methodology to conduct review of drug screens, medical records, and any other documentation for use by the court systems, attorneys, Department of Health and Human Services, and employers. The MRO will provide the findings and opinions in written documentation to be provided to the DRC as well as to judges, attorneys, social workers and/or employers.
- B. To facilitate efficient communications with DRC staff, the MRO will provide regularly scheduled onsite updates regarding recommendations for, compliance and procedures.
4. COMPENSATION. As full compensation for the services rendered pursuant to this Agreement, the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS shall pay the Medical Review Officer a rate of \$20.00 per report. Medical Review Officer understands and agrees this is an "open ended" contract and hours are not guaranteed. Referrals will be assigned on an as needed basis and the fees will be based on actual services rendered. Only positive and altered drug screens will be sent to the MRO for medical review. The DRC shall not be responsible for withholding taxes with respect to the MRO's compensation here under. The Medical Review Officer is responsible for all individual expenses incurred under this Agreement. The Medical Review Officer understands and agrees that as an independent consultant the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS are required to issue a 1099 for all income paid to the Medical Review Officer in accordance with United States Internal Revenue Code.
5. INVOICES. Medical Review Officer shall invoice MID OHIO VALLEY REGIONAL DAY REPORT CENTERS at the address on the face of the purchase order indicated "Invoice To." Invoices shall be submitted on the 26th of each month with a detailed summary (dates and times) of when services were rendered.
6. TERM. This agreement shall commence 1-11-12 and shall continue in full force until 1-11-22 with an anticipated renewal date of 1-11-22 until 1-11-32 unless terminated pursuant to section 11, herein.
7. The Medical Review Officer will not disclose any Confidential Information (as defined below) of the DRC without express written authorization. Such confidential information will not be used in any way that is directly or indirectly detrimental to the MID OHIO VALLEY Day Report Center

and the Medical Review Officer will keep such confidential information "confidential". If the Medical Review Officer is request or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) to disclose or produce any confidential information received in the course of their services under this Agreement, the Medical Review Officer will

- (i) provide MID OHIO VALLEY REGIONAL DAY REPORT CENTERS with prompt notice thereof and copies, if possible, and if not, descriptions, of the confidential information requested or required to be produced so that MID OHIO VALLEY REGIONAL DAY REPORT CENTERS may seek an appropriate protection order or waive compliance with the provisions of this section and
- (ii) Consult with MID OHIO VALLEY REGIONAL DAY REPORT CENTERS as to the advisability of the taking legally available action to resist or narrow such request. The Medical Review Officer further agrees that, if in the absence of a protective order of the receipt of a waiver hereunder Medical Review Officer is none the less, in the written opinion of their legal counsel, compelled to disclose or produce confidential information concerning the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS to any tribunal legally authorized to request and entitled to receive such confidential information without liability hereunder; provided, however, the Medical Review Officer shall give the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS written disclosure of production as is practicable and shall used reasonable efforts to obtain, to the greatest extent practicable, an order or other reliable assurance that confidential treatment will be accorded to such confidential information so required to be disclosed or produced.

For the purposes of this Section, the term "confidential information" shall mean any information of Day Report Center (weather written or oral), including all business or management methods, marketing data, fee schedule, or trade secrets of the DRC whether or not such confidential information is disclosed or otherwise made available to the MRO. Confidential information does not include any information that Medical Review Officer can establish

- (i) is or becomes generally available to and know by the public or Court system (other than as result of an unpermitted disclosure directly or indirectly by the Medical Review Officer);
- (ii) is or becomes available to the Medical Review Officer on a non-confidential basis from a source other than the MID OHIO VALLEY REGIONAL Day Report Centers, provided, that such source is not and was not bound by a confidentiality agreement with or other obligation or secrecy to the MID OHIO VALLEY REGIONAL DAY REPORT CENTERS of which the Medical Review Officer has knowledge, or
- (iii) Has already been or is hereafter independently acquired or developed by the Medical Review Officer without violating any confidentiality agreement with or other obligation of secrecy to the MID OHIO VALLEY REGIONAL DAY REPORT

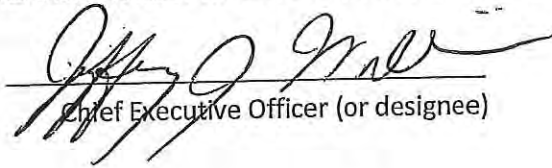
CENTERS. The terms and provisions of this section shall survive the termination of this Agreement.

8. NOTICE. Any notice required to be given under this Agreement shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, with US Postal Service, to the address set forth herein above.
9. TERMINATION. MID OHIO VALLEY REGIONAL DAY REPORT CENTER and the Medical Review Officer hereby agree that during the term of this Agreement and any extensions hereof, this Agreement may be terminated and the Medical Review Officer compensation shall be measured to the date of such termination:
 - (i) with or without cause by either party with fifteen (30) days written notice;
 - (ii) immediately by mutual consent of both parties; or
 - (iii) immediately upon written notice to the MRO by the MID OHIO VALLEY REGIONAL DAY REPORT CENTER upon the occurrence of any of the following events:
 - A. Suspension, revocation, cancellation or limitation of the rights of the Medical Review Officer to practice in any jurisdiction whether because of loss of license or any other reason, without limitation.
 - B. Failure or refusal by the Medical Review Officer to perform diligently their duties under this agreement or to comply with the rules, regulation or other policies established by the MID OHIO VALLEY REGIONAL DAY REPORT CENTER that apply to Medical Review Officers;
 - C. Conviction of the Medical Review Officer of any felonious crime in any federal or state jurisdiction or the United States of America;
 - D. Unprofessional, unethical, immoral or fraudulent conduct by the Medical Review Officer or a finding by a professional society of such conduct;
 - E. In the event, due to circumstances beyond the control of the Medical Review Officer, the Medical Review Officer shall be unable to perform their duties under this Agreement for any extended period covered by this Agreement; or
 - F. In the event, the MID OHIO VALLEY REGIONAL DAY REPORT CENTER does not receive any state, county or federal funding and services are discontinued.
10. WAIVER OF BREACH. The waiver by a Party or breach or the failure of a Party to act upon a breach, of any provision of this Agreement by a Party shall not operate or be construed as a waiver of any subsequent breach by the other Party.
11. SEVERABILITY. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of this Agreement shall not affect the validity and enforceability of any other provisions of this Agreement.
12. ASSIGNMENT PROHIBITED. This Agreement is personal to the Parties and neither Party may assign or delegate any of said rights or obligations of said Party under this Agreement without first obtaining the written consent of the other Party.
13. MODIFICATION. This Agreement shall not be modified, changed, or discharged except by writing signed by the Parties.
14. GOVERNING LAW. It is understood and agreed by and between the Parties that the construction and interpretation of this Agreement shall be at all times and in all respect be interpreted and governed by the laws of the State of West Virginia.

15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement and understanding by and between the Parties with respect to the services of the Medical Review Officer, and no representation, promises, agreements or understanding, written or oral, not contained in this Agreement shall be of any force or affect.
16. HEADINGS. The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not be construed to in any way alter, limit, or amplify the terms and provisions of this Agreement.
17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

In within whereof the parties have hereunto set their hands and seals the date that follows each signature:

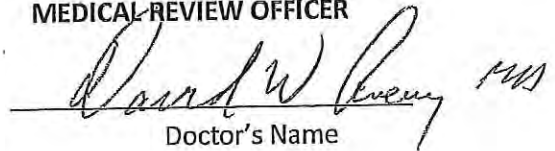
MID OHIO VALLEY REGIONAL DAY REPORT CENTER



Chief Executive Officer (or designee)

Date 1-12-12

MEDICAL REVIEW OFFICER



Doctor's Name

Date: 1/11/12

Updated 9/2008

CURRICULUM VITAE

David W. Avery MD
3702 River Road
Vienna, WV 26105

Current Position/Practice

Ritchie County Primary Care Association (FQHC) 1/1/2008
418 Grand Park Drive, Suite 312
Vienna, WV 26105
304-422-3400

Previous Positions:

Vienna Family Medicine Associates, Inc. 12/1/ 1982-8/1/1994
Mid-Ohio Valley Medical Group (Merger to form New Organization 8/1/1994-
2/1/1999)
Family Care 2/1/1999
Grand Central Family Medicine 2/1/ 1999-1/1/2008

Education:

Pre-Medical: LeMoyne College, Syracuse, NY 8/15/ 1971-5/20/1975
Medical: SUNY Upstate Medical Center, Syracuse, NY 8/1/1975-5/15/1979
Residency: United Hospital Center, Clarksburg, WV 7/1/1979-6/30/1982

Licenses and Certification:

American Board of Family Practice: 1982
Re-certified 1988, 1994, 2000, 2007
Fellow, American Academy of Family Practice 1984
Licenses: West Virginia, Ohio, New York

Hospital Affiliations:

Camden Clark Memorial Hospital, Parkersburg, WV
Medical Staff President 1992
P & T Chairman 1996-2002
Credentials Chairman 1996-2003
Executive Committee 1989-2003
St. Joseph's Hospital, Parkersburg, WV
Sistersville General Hospital, Sistersville, WV

Organizations and Offices Held:

Mid-Ohio Valley Health Department:

Health Officer 1988-1992

Medical Director 1992-current

American Academy of Family Practice:

Member since 1982 (active) (1979-1982 Resident)

AAFP Delegate to AMA 2002-current

Member Rural Health Committee 2003-2005

Reference Committee Member 2004-2005

Credentials Committee Chairman 2003

Member Commission on Governmental Affairs 2005-2006

Elected to AAFP Board of Directors 2006-

West Virginia Chapter of the AAFP:

President 1997-1998

Board of Directors 1986-current

Legislative Chair 1999-current

Alternate Delegate to AAFP 2001

Delegate to AAFP 2002-2006

American Medical Association:

Young Physicians Delegate 1988-1991

Reference committee chairman 1990

AMA Alternate Delegate 1991-1992

AMA Delegate 1992-1998 from WV

Reference committee member 1994, 2003

Reference committee chairman 2005

WV Delegation Chairman 1996-1998

AAFP Delegation member to AMA 2002-current

West Virginia State Medical Association:

Vice-Speaker 1992-1996

Vice-President 1996

President Elect 1997

President 1998

Council Chair (1999) and Member 1991-current

Speaker 2002-current

By-laws Chair 2003-current

Legislative Committee 1994-current

American Heart Association:

ACLS instructor 1979-current
Affiliate Faculty 1994-1999
Regional Faculty 1999-current
Chairman Emergency Cardiac Care Committee Eastern Ohio Region 1990-1998
PALS Instructor 1994-current; Regional Faculty 1999-current
Advanced Trauma Life Support 2007- current

Other Activities:

FAA Senior Aviation Flight Examiner
Headstart Health Advisory Panel 1988-2005
Parkersburg Academy of Medicine President 1993-1994
Center for Aging and Healthcare WV, Board of Directors 1997-current
President 1999-2007
Regional Medical Advisor Carelink Health Plans
Certified Medical Review Officer 1995-current
Athletic Directors Association Distinguished Service Award 1987
Challenged Athletes of WV Medical Advisor

State Appointed Activities:

Committee on Uncompensated Care 1993-1996
Committee on Infant Mortality 1994
Medicaid P & T Committee 2002- current
Chairman P & T Committee 2007 - current
Secondary Schools Activities Commission
Board of Review 1992-current
Governor's Transition Team 2004-2005

Managed Care Activities:

Employee Cooperative Health Organization President 1992
Select Net PPO President 1992-1993
WV Accountable Health Plan, Vice Chairman 1994
WV Medical Services, Inc. Board Member 1994-1997
Delmarva Foundation, WV Medical Director 1998-2003
West Virginia Medical Institute, Board of Directors 2002-current

Personal:

Date of Birth: October 7, 1953
Place of Birth: Syracuse, NY

Wife: Elaine (Married 1978)

Children: Seth (born 1983)

Hobbies: golf, travel, music, political health issues, managed care issues, sports medicine.

Edward J. Layton

Security

Experience

I have a history of initiating and administering a number of organizations and businesses as will be shown below.

In October 2008 to August 2010, I have served with the U.S. Census Bureau, first as Assistant Manager for Recruiting the State of West Virginia. For this operation, I managed an office of seven (7) workers and a field of staff of eighteen (18). Later on I assumed the office of Field Operations Supervisor with a staff of approximately one hundred fifty, which eventually increased to two hundred (200). During these tasks, I have performed a number of activities which included speaking and Public Relations, Advertising, teaching, testing and evaluating of thousands of people. As well, I maintained pay and work records and assigned people for duties over the entire state of West Virginia.

Since retirement, I have continued to operate Meadowland Farms and have operated as E. J. Layton Trucking, doing part time expediting for the automotive industry from 2002 to 2008.

I am retired from the Parkersburg Fire Department, where my last assignment was as Lieutenant. I was in charge of a station with an engine and ladder company. I had the initial responsibility for any situation that arose. I also performed background investigations for prospective new hires. As an inspector, I had the responsibility of administering fire codes, inspecting buildings, public relations, and arson determination. While on the Parkersburg Fire Department, I was honored to serve on the committee which rewrote the West Virginia State Fire Code.

As a Parkersburg Police Officer, I was made a detective after only five (5) months for my work in uniform. After one (1) year as a detective, I was given responsibility for the developing and administering a Crime Prevention Bureau (under federal observation and funding), which included dispatching a Detective Sergeant and six (6) undercover men. My responsibilities also included maintaining public relations, analysis of all crime and police activities, and writing a one hundred page book each year containing all data from the Parkersburg Police Department. An additional responsibility I took on with the

Edward J. Layton

304-488-4869

police department was the setting up of a hiring test and then administering it. I also performed interviews, background investigations and made recommendations for hiring.

I have also worked as a Lab Technician, with the responsibility for running extruded and injection molded plastics for testing and customer samples. This involved working with engineers and salesmen in order to present new developments to prospective customers.

As a community function, I had the responsibility of setting up the March for Jesus from 1993 through 1997. As a Site Manager, I led up to 2500 people in parades in Parkersburg, West Virginia and Marietta, Ohio. I also managed the performances and all other activities for a full day of eats and family entertainment.

An additional public function that I have performed as the Co-Founder and Co-Chairman of the Mid Ohio Valley Coalition for Decency from 1990 to 1993. This role involved meeting with leaders from all over the state of West Virginia. Each year, this duty included finding and assisting legislators to present bills before the West Virginia Legislature.

Education

1970 – 1975

Parkersburg Community College

AAS Criminal Justice

1975 – 1977

West Virginia State College

BA General Education

1977 – 1978

West Virginia University

MBA (Not completed)

Edward J. Layton

304-488-4869

Military

1965 – 1969

United States Air Force

Honorably Discharged

Sergeant, NCOIC Post-Docks; Auxiliary Air Police. Responsible for aircraft maintenance after flight. As Air Police, I was trained in riot containment and general police work.

References

Tony Galante
Manager, US Census Bureau
1235 Ellen Drive
So. Charleston, WV 25303
(304) 380-5246

Ron Sampson
Retired, Bell Telephone
2208 Nash Street
Parkersburg, WV 26101
(304) 699-5628

Alan Tennant, Pastor
252 Oakdale Drive
Mineral Wells, WV 26150
(304) 489-4158

**West Virginia Community Corrections
Grant Program Application**

**Operational Budget
Attachment A**

Attach the operational budget for the local community corrections program along with a brief 3-year strategic financial and programmatic plan of operation. An operational budget must be submitted for each county with a physical program site; however, only one 3-year plan is required as long as all counties included in the application is sufficiently covered in the plan.

3 YEAR STRATEGIC FINANCIAL AND PROGRAMATIC PLAN FOR THE MID-OHIO VALLEY DRC

The DRC recognizes that it is essential to find alternative and supplemental funding sources with the final goal of being self-supporting. It is this Director's feeling that there are several potential funding sources available in our service area. These funding resources include the following:

1. The development of inter-County cooperative agreements to pool several counties' resources that are devoted to corrections and build a fund to help defray DRC costs in the future.
2. Expand the number of clients, both in the public and private sector that our Drug Lab provides services for.
3. Continue to improve the collection of client fees.
4. Work closely with all member counties to try to utilize regional jail savings to help fund the DRC operations
5. Expand the ability to bill Medicaid/Medicare and private insurance carriers for the cost of client drug screens.

One area that we are already exploring is having counties take part of their financial savings from their monthly regional jail bills and use those funds to help fund various programs and services at the DRC. All local counties are committed to utilizing the DRC for help in community service oversight. Funds could be utilized either on a yearly or monthly basis to defray personnel costs or the costs for equipment and transportation. We are already providing clients to help with illegal dump site cleanups and littering problems, as well as county-wide yearly clean-up events. We also are providing community service workers for such public events as the yearly County Fairs, the Harvest Moon Festival, The Honey Festival, and aid to the County Historical Society in cleaning and maintaining various historic cemeteries in the region. In these cases, the local county and/ or city governments provide specific funding to purchase cleanup supplies and equipment and help defray costs for transportation to and from sites, and also provide worker oversight. We have also begun utilizing offenders who are placed on home confinement and those assigned directly to the DRC for services who are unemployed or indigent to perform community service under DRC supervision to defray their service costs. This has aided the DRC in forming closer working ties with local home confinement units. In addition we have recently reached an arrangement with the Wood County Adult Probation Department to have the DRC oversee all their community service. Even with the Crime rate rising due to the economy, and the rise in serious felony arrests, all of which has caused a slight rise in the yearly jail bill for several of the counties we serve, we estimate that having the DRC operating in the region continues to save the combined counties we serve over \$1,000,000.00 per year off their combined regional jail bill. In Wirt County their average monthly jail bill is approximately \$5,000.00 and this is mostly due to the number of offenders sentenced to the regional jail each month who can't make bail. We have proposed to Wirt County that we could reduce this by approximately \$500 to \$1,000.00 per month if they would enter into a limited

contract to allow us to take many of these offenders as either pre-trial diversions or diversions in general, but to date they have not done so. We are hopeful that with the addition of a Pre-Trial Release Coordinator to our staff, who will be available to work with Wood and Wirt County offenders on gaining pre-trial release, they will quickly see the benefit and a limited agreement will be reached. We feel with all the services we are providing, Wood County, Jackson County, Roane County, Wirt County, and Calhoun County combined should see over the next three years a savings of potentially between \$1,300,000.00 to \$1,400,000.00 per year over the next three years that could further help to fund community corrections and day report centers in these counties. In addition we have hired a local attorney to help us go after the delinquent fees of those clients we feel have the ability to pay for services, but have refused to do so.

We are already actively selling our drug lab services to the private sector and other public service agencies, and one of the ways that we feel will be a more user-friendly alternative to both private and public agencies is if we have the added ability to bill Medicaid/Medicare and private insurance companies for the cost of appropriate client drug screens. In order to do so, we have entered into a contract with a private medical billing company and in the past year have filed the appropriate applications to bill Medicaid and some private insurance carriers for drug screens that a medical necessity and are part of on-going treatment. We continue to work on getting the proper procedures in place to expand that billing to Medicare in the near future. Since many of our clients have Medicaid/Medicare cards, this would ultimately save them money and at the same time allow us to collect a higher fee for our drug screening service from both the private and public sector. Since we have finalized some of these procedures and have begun to properly bill for some of these services, we have collected approximately \$150,000.00 in additional client revenues, and we estimate yearly monthly revenues of \$250,000.00 to \$1,000,000.00 per year from our drug testing lab, especially if we can successfully expand our lab services to eventually offer on-site "Confirmation Drug Tests", which at the present, we and all other agencies state-wide have to send out of state at an additional cost that doesn't support our local community corrections programs.

In addition to having the local attorney begin collection services against delinquent clients, we continue explore the option of having the local judges hold quarterly status hearings to deal with clients who are failing to pay fees even though they do have the funds to pay the fees. Because of these efforts we have seen an increase in our client collection fees, to the point that we have collected over 80% of our required local match funds with three months still left in the current fiscal year. We project that with the addition of other revenues collected through our drug lab, the uptick in collections from Drug Courts in Wood and Kanawha Counties for whom we offer various services, the increase in individual client fees, and a requested increase of \$15,000.00 each from Jackson and Roane County Commissions for the services we offer at our sites there, that we should see combined revenues of around \$400,000 per year over the next three years. As the Director, I feel that the steps mentioned above will help us meet our strategic financial plan.

Areas we hope to improve our program scope and range include:

1. The creation of a separate substance abuse treatment track within all our DRC locations to work with clients who are either identified as having a chronic and/or terminal medical condition which necessitates them taking prescription medications which would ordinarily be considered inappropriate for clients taking part in DRC substance abuse treatment or identified as being able and willing to substitute other non-addictive and mind altering prescription medications for inappropriate medications they are being prescribed.
2. The creation of specialized short-term life skills classes for specific types of clients such as first offense bad check writers, female clients in need of specialized support treatment, and clients in need of grief counseling.
3. We are also exploring the possibility of offering DMV certified DUI classes at all our sites. This would not only provide another much needed service to our clients, but would also provide us with another valuable source of revenue.
4. We are also looking into offering our lab services to other DRCs in counties like Doddridge, Tyler, and Harrison County. Since they do mandatory drug screens already, this would save them money and time by allowing them to send their screens to a local lab instead of out-of-state. This would also provide us with another source of revenue.
5. The other possibility we are exploring is the creation of another DRC under our control to offer services in Pleasant County, as well entering into formal agreements with Wirt and Calhoun Counties to offer services for their clients at our centers in Wood and Roane Counties.

With the inclusion of all these services, we would anticipate that our client base should increase over the next three years by approximately 5 to 10% per year. Since we now work with approximately 220 active clients on any given day in our three existing DRC sites, we would hope to see that go up to 242 in 2012-2013, 267 in 2013-2014, and 293 in 2014-2015.

We project that we will collect over \$400,000.00 in fees for this current year, and with the potential we project from the addition of the above services our fee revenues for the next fiscal year could be around \$500,000.00 in 2012-2013, \$550,000.00 in 2013-2014, and \$600,000.00 in 2014-2015. Of course these are only projections, but we feel that the steps outlined in this three year plan will certainly help us increase our clients and revenues bases significantly.



Commissioner
Mike Randolph

The Jackson County Commission

Jackson County Courthouse
Ripley, West Virginia 25271
Phone (304) 373-2220
Fax (304) 373-0245

Commissioner
Tommy Nutter



Commissioner
Dick Waybright

March 21, 2013

Mr. Denny Huggins, Executive Director
Jackson County Day Report Center
222 Main Street
Ripley, West Virginia 25271

Dear Mr. Huggins:

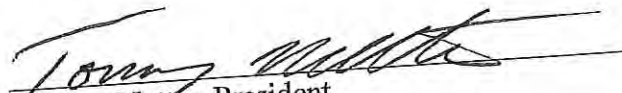
Please be advised that we have budgeted \$25,000 for the Jackson County Day Report Center for fiscal year 2013-2014. A copy of your most recent audit or financial statement must be submitted before funds can be released. This is a one year allocation and requests for future funding must be submitted each year prior to March 1.

The Day Report Center is an asset to our county and we are happy that we are able to provide this funding.


If you have any questions in regard to this matter, please feel free to contact us.

Sincerely,

THE JACKSON COUNTY COMMISSION


Tommy Nutter, President


Dick Waybright, Commissioner


Mike Randolph, Commissioner

JCC:sg



Roane County Commission

200 Main Street
Spencer, WV 25276
304 927-0078



jenrand@commission.state.wv.us

Gary A. Mace, President

Melissa O'Brien

Rodney D. Cox

March 27, 2013

WV Division of Justice and Community Service
Community Corrections Fund/Grant
1204 Kanawha Blvd. East
Charleston, WV 25301

RE: multi-county Day Report Center

To Whom It May Concern:

At the March 26, 2013 Roane County Commission Budget Meeting, the commission approved an agreement with Wood County to commit \$25,000.00 for FY 2014 to the multi-county Day Report Center Project. The Commission feels this is a worthwhile project that will enhance services to our county and increase participation in alternative sentencing, thus decreasing regional jail costs.

The Commission acknowledges that we will have up to three members on the Community Corrections Board that oversees the Wood and Roane County Day Report Centers.

Please let us know if you need further information from our office to approve and/or implement this grant.

Sincerely,

Gary A. Mace, President
Roane County Commission

GAM/jjr

**West Virginia Community Corrections
Grant Program Application**

**Commitment Letters/MOU
Local Board Members
Attachment B**

Please attach in this section commitment letters received from all members of the Local Community Corrections Board which indicates their willingness and understanding of serving on the local board. A Memorandum of Understanding (MOU) that details member expectations and responsibilities signed by each board member will suffice for individual commitment letters.

Please see attached.

Mar. 19. 2013 11:49AM

No. 8856 P. 2/2

State of West Virginia



Wood County Magistrate Court
401 Second Street, Suite 12
Parkersburg, WV 26101

March 19, 2013

Mr. Jason Metzer
Division of Justice & Community Service
1204 Kanawha Blvd., East
Charleston, WV 25301

Dear Mr. Metzer,

I am writing in support of the Wood County Day Report Program. The Day Report Program has just received a new Program Director Denny Huggins. I have used the Day Report Center as part of alternative sentencing and have had great success with the program. The anger management and counseling services are a tremendous aspect for treatment of some offenders. In these classes, they find alternative ways to react to situations that might have otherwise brought about another arrest.

Many times this is the first introduction for alternative ways to handle anger in a non-aggressive manner. The Day Report Center is a great way for learning new life skills and knowing how to get along with others and diffuse a situation that may have led to an arrest. The Day Report Center undergoing some new changes themselves can only lead to better thing for the community and persons that need help in dealing with life.

I support this program and this program allows us options for alternative sentencing and is beneficial to all those who are involved. The community tremendously would benefit. Thank you for your support of this program and your continued support of this program.

Respectfully,

Robin A. Waters

Paulina Yearego, Clerk 304-422-3444
Jae Kuhl, Magistrate 304-422-4258
Brenda G. Marshall, Magistrate 304-422-3720
Joyce S. Purkey, Magistrate 304-422-4250
Robin A. Waters, Magistrate 304-422-0891

03/20/2013 02:04

13043757765



WILLIAMSTOWN POLICE DEPARTMENT
100 West Fifth Street
Williamstown, WV 26187

Phone
(304) 375-7761

March 25th, 2013

Mr. Jason Metzger
Division of Justice & Community Service
1204 Kanawha Blvd., East
Charleston, WV 25301

Dear Mr. Metzger,

The Williamstown Police Department supports the Wood County Day Report Center. Through their efforts other programs exit and it provides an alternative to incarceration as well as treatment for individuals with substance abuse or other issues.

The Wood County Day Report Center provides a very valuable service to the people in Wood County.

Sincerely,

A handwritten signature in cursive script that reads "Chief B. D. Adkins".
Chief, B. D. Adkins
Williamstown Police Dept.



STATE OF WEST VIRGINIA
FOURTH JUDICIAL CIRCUIT
WOOD COUNTY JUDICIAL BUILDING
#2 GOVERNMENT SQUARE, SUITE 221
PARKERSBURG, WV 26101

WOOD & WIRT
COUNTIES

JEFFREY B. REED, JUDGE
Phone (304) 424-1721
Fax (304) 424-1726

March 19, 2013

WV Division of Criminal Justice Services
1204 Kanawha Blvd., East
Charleston WV 25301-2900

To Whom It May Concern:

This is a letter of support for the Wood County Day Report Center. As you are probably aware, Day Report Centers provide an alternative to incarceration for certain people who are charged with crimes, or who have been convicted of crimes.

One of the biggest benefits the Day Report Center in Wood County provides is assistance to the West Central Regional Drug Court. Without the assistance of the Day Report Center, the Drug Court would not have been able to begin or stay in existence.

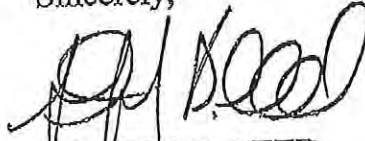
I am sure the benefits of a Day Report Center are well known. A Day Report Center reduces the cost to the county of incarcerating certain offenders; it provides treatment (substance abuse treatment, treatment to help reduce the amount of violence used by an individual, etc.) so that the offender may actually benefit from the experience in the criminal justice system; and, it provides evaluations of individuals to assist the Court in fashioning an appropriate remedy - be that incarceration or some type of community release with treatment.

Another aspect of the Wood County Day Report Center is that it is not a stagnant program. Over the years the services the Day Report Center has offered has expanded. Also, in the past several years a drug laboratory has been added. Finally, the Day Report Center offers services at an affordable rate for those without insurance and without any other third-party sources of payment.

March 19, 2013
Day Report Center
Page 2

The Wood County Day Report Center provides very valuable services to the judicial system and the public as a whole in Wood County.

Sincerely,



JEFFREY B. REED

JBR/ark

Wood County Sheriff's Office

401 Second Street, Suite 11, Parkersburg, WV 26101

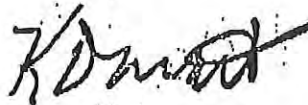
K. D. Merritt, Sheriff

Shawn Graham, Chief Deputy

March 19, 2013

The Wood County Sheriff's Office supports the efforts of the Wood County Day Report Center. This grant will help to make our Community safer by allowing the Day Report Center to continue to provide much needed services to the clients they serve.

Sincerely,



K. D. Merritt

Sheriff of Wood County

State of West Virginia



WOOD & WIRT
COUNTIES

J.D. BEANE, JUDGE
Phone (304) 424-1756
Fax (304) 424-1846

FOURTH JUDICIAL CIRCUIT
WOOD COUNTY JUDICIAL BUILDING
#2 GOVERNMENT SQUARE, SUITE 421
PARKERSBURG, WV 26101

March 20, 2013

Jason Metzger
Division of Criminal Justice Services
1204 Kanawha Boulevard, East
Charleston, WV 25301

Dear Mr. Metzger:

This is a letter of support for the Wood County Day Report Center. The Day Report Center is an effective tool in alternative sentencing.

As one of the Judges who oversees the West Central Drug Court, the benefits of the programs of the Day Report Center are being realized in the recovery of the participants in the drug court program.

Additionally, the Day Report Center saves the State money.

Very truly yours,

A handwritten signature in black ink, appearing to be "J.D. Beane".

J.D. Beane, Chief Judge

JDB/kat

NO. 0007.00

MAR 21 11:45 AM '13



**REBECCA L. CORNETT, FAMILY COURT JUDGE
FIFTH JUDICIAL CIRCUIT**

POST OFFICE BOX 800
RIPLEY, WEST VIRGINIA 25271
TELEPHONE: (304) 373-2300
FACSIMILE: (304) 372-7951

MASON COUNTY
WIRT COUNTY

JACKSON COUNTY

Rachel Chapman
Case Coordinator

Susan Perry
Secretary

February 23, 2012

Mr. Jason Metzger
Division of Criminal Justice &
Community Services
1204 Kanawha Blvd., East
Charleston, WV 25301

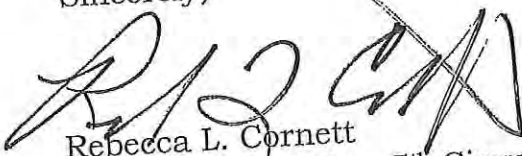
Dear Mr. Metzger:

This letter is written in support of the Mid-Ohio Valley Regional Day Report Center, Jackson County branch, and their request for grant funding. Our office works with the Day Report Center on a regular basis.

We have had the opportunity to see the importance of the Jackson County Day Report Center first hand. Since beginning to work in our community, they have become a valuable asset in our community's effort to provide successful alternatives to incarceration. In our opinion they provide quality services and an extremely valuable range of services. They continue to expand their service area and are always willing to look at new and different programs to address changing needs in the communities they serve. For example, since the county probation officers no longer drug tests for family court, the Day Report has taken on this task. It is extremely helpful in domestic violence cases.

Our agency continues to see the type of sentencing alternatives the Day Report Center provides as an integral part of the local criminal justice system. This office fully supports the mission and programs of the Jackson County Day Report Center and would sincerely hope that appropriate funding can be provided. Thank you for your attention in this matter, and please feel free to contact us if we can provide further information.

Sincerely,


Rebecca L. Cornett
Family Court Judge, 5th Circuit



FOURTH JUDICIAL CIRCUIT

Adult Probation Department
#2 Government Square, Suite 235
Parkersburg, WV 26101
Phone (304) 424-1731
FAX (304) 424-1736

Jeffrey B. Nuckolls
Chief Probation Officer

Michelle L. Buckley
Probation Officer

Sherry L. Hall
Probation Officer
J. Jason Hayner
Probation Officer
Joseph P. Powell
Probation Officer

April 1, 2013

Division of Criminal Justice Services
Attn. Jason Metzger
1204 Kanawha Blvd., East
Charleston, WV 25301

Re: Mid Ohio Valley Day Report Center
2013 Grant Application

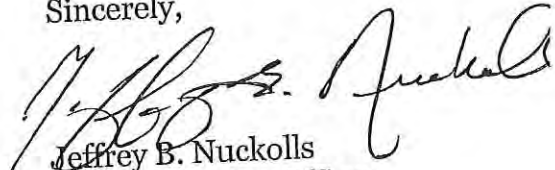
Dear Mr. Metzger,

I am writing this letter in support of the MOV Day Report Center's grant application. The MOV DRC provides extremely valuable services to the court system. Our office sends numerous clients there, and they provide services unavailable to many of these people anywhere else. Most of our clients have limited financial resources, and are unable to pay for substance abuse treatment at private firms. In addition, our local mental health center has such limited resources, there is a long waiting list for low income clients. Our DRC is able to provide services to these people in a way that they can afford, and in an expedient manner. They have helped countless people deal with their addictions and other issues. As you know, it is far less expensive to help these people deal with these issues in the community rather than incarcerating them. It also helps the community as a whole by permitting these people to remain with their families, and work and serve in the community, rather than being a liability to the community.

In my experience with the MOV DRC, they have always been very professional and go out of their way to assist our office and the courts. They are also a crucial part of our Drug Court program. I would urge continued financial support for this agency, as any loss of funding would be very detrimental to our community as a whole.

I thank you for your consideration of financial support for the MOV DRC.

Sincerely,


Jeffrey B. Nuckolls
Chief Probation Officer
Fourth Judicial Circuit

State of West Virginia



Paulina Yearego, Clerk	304-422-3444
Joe Kuhl, Magistrate	304-422-4258
Brenda K. Marshall, Magistrate	304-422-3720
Joyce S. Purkey, Magistrate	304-422-4250
Robin A. Waters, Magistrate	304-422-0831

March 29, 2013
Wood County Magistrate Court
 Mr. Jason Metzger, Suite 12
 Parkersburg, WV 26101
 Division of Justice & Community Services
 1204 Charleston Blvd., East

Dear Mr. Metzger,

I am writing in support of the Wood County Day Report program. Over the past 11 years the Wood County Magistrate Court has used them as a part of alternative sentencing with great success. I have found that often we are introducing an individual to counseling for the first time and helping them to find alternative ways to react to situations that have brought about their arrest.

For many of these individuals, settling their problems with physical violence or acts of retaliation were the only means they knew. The Wood County Day Report program is helping them find a "non-aggressive" way to handle these situations. Through classes which teach life skills, these individuals will learn new ways to cope with others and every facet of their life.

I would appreciate your continued support of this program as it allows the Wood county Magistrate Court not only to help the individual but the community as well. Thank you for your continued support of this program.

Sincerely

Joe Kuhl
 Magistrate Joe Kuhl



WEST CENTRAL REGIONAL DRUG COURT

916 Market Street
Parkersburg, WV 26101
Phone (304) 422-8577
FAX (304) 422-8579
Email: katherine.boggs@courtsww.gov

March 29, 2013

Division of Criminal Justice Services
Attn: Jason Metzger
1204 Kanawha Blvd. East
Charleston, WV 25301

RE: Mid-Ohio Valley Day Report Center
2013 Grant Application

Dear Mr. Metzger:

This letter is written in great support of the work the Mid-Ohio Valley Day Report Center provides for the West Central Regional Drug Court. Our Drug Court began operation in July 2007. Since that time, the Day Report Center has been an integral part of our success. Our clients and graduates repeatedly express their gratitude for the services provided by the DRC and the effect the staff have on their chances to recovery from addiction. It is this type of symbiotic relationship that all Drug Courts and Day Report Centers strive for.

The Day Report Center Director and Staff are always open to suggestions or changes needed to assist the current Drug Court population. The DRC and its people are saving the lives of the Drug Court participants every day and I sincerely hope you are able to assist them financially with this challenge.

As our Drug Court is a regional program, the availability of services in a multi-county region allows for both programs to serve the largest population possible. As substance addiction becomes rampant in every corner of West Virginia, this is an invaluable service to not only those addicted, but their families, society and West Virginia as a whole.

Thank you so much for your consideration of financial support of the DRC.

Sincerely,

A handwritten signature in black ink that reads "Katherine L. Boggs".

Katherine L. Boggs
Drug Court Probation Officer

LAW ENFORCEMENT
HERB FABER, CHIEF DEPUTY



TELEPHONE (304) 373-2290
FAX (304) 372-6291

ANTHONY J. BOGGS
SHERIFF OF JACKSON COUNTY
P.O. Box 106
Ripley, West Virginia 25271

March 28, 2013

Division of Criminal Justice Services
1204 Kanawha Blvd., East
Charleston, WV 25301

To Whom It May Concern:

After having the Jackson County Day Report Center in operation now for quite some time, I can see the benefits of the program. Since inception, they have become a valuable asset in our community's effort to provide successful alternatives to incarceration. It is my opinion they provide a quality and wide ranging service. They continue to expand their service area and are always willing to look at new and different programs to address changing needs in the communities they serve.

My agency continues to see the type of sentencing alternatives the day report center provides as an integral part of the local criminal justice system. I would ask for your agency's continued support for their efforts, and any resources you could afford them would be invaluable. Thank you for your attention in this matter. Please feel free to contact me if I can provide any further information.

Respectfully,

A handwritten signature in black ink that reads "Anthony J. Boggs".

Anthony J. Boggs
Jackson County Sheriff



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Children and Families
Region I

Calhoun/Gilmer/Wirt District
P.O. Box 280

350 Main Street
Grantsville, West Virginia 26147

Telephone: (304) 354-6118 Fax: (304) 354-7076

Earl Ray Tomblin
Governor

Rocco S. Fucillo
Cabinet Secretary

Jason Metzger
Division of Justice and Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301

March 26, 2013

Re: Letter of Support for Roane County Day Report Center

Dear Mr. Metzgar,

We are writing this in support of the Roane County Day Report Center. As Child Protective Service workers in a very rural area, it is difficult to get the services that our clients need. The Roane County Day Report Center has provided our clients with services and has improved our ability to help our clients, making our job less difficult in that we don't have to send our clients miles away for treatment or services. We can offer them the services that they need, close to home.

The families and children that we work with deserve a chance to change their lives before our court system becomes involved. Substance abuse addiction is a serious problem in our area and by having a program that provides rehabilitative services, substance abuse counseling, and drug screening we are better able to serve our clients.

The only recommendation that would substantially help us and the clients we serve is for the Roane County Day Report Center to gain a BIPPS and EVES program. Currently, we are sending our clients to Wood County or Braxton County to complete their BIPPS classes. This not only inconveniences our clients due to distance, but also inconveniences us as many times the parents have no transportation and we have to find someone to transport. That can be difficult to do at times.

We highly recommend that you continue to support the Day Report Centers in our area, including Roane, Jackson, and Wood counties. I believe that in doing so, not only are you providing a service to the parents that we work with, but to the children who are in these homes as well. The more services we have to offer to our families, the better chances we have at reunifying families or preserving our families.

If we could be of any further service in this matter, please contact us at (304) 354-6118. Thank you for your kind attention in this matter.

Loretta Smith Alecia Martin

Loretta Smith and Alecia Martin
Child Protective Service Workers
In and for Calhoun County and the
State of West Virginia

Second Baptist Church
305 Elwood Street
Ravenswood, WV 26164

March 26, 2013

Mr. Jason Metzger
Division of Criminal Justice & Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301

To Whom It May Concern:

We have had the opportunity to see the importance of the Mid-Ohio Valley Regional Day Report Center, Jackson County Branch, first hand. Since beginning to work in our community, the Day Report Center has provided many workers to us and graciously donated a folding wall unit. With the help of Day Report Center community service workers, we have been able to complete several projects this year. The Day Report Center staff are always available to answer any questions or help work out any areas of concern. We would greatly appreciate the opportunity to be able to continue working with the Day Report Center, and would respectfully request that your agency continue to provide support for their efforts.

Sincerely,

Pastor J. R. Pauson

Jackson County Public Library
Ravenswood Branch
323 Virginia Street
Ravenswood, WV 26164

March 26, 2013

Mr. Jason Metzger
Division of Criminal Justice & Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301

To Whom It May Concern:

We have had the opportunity to see the importance of the Mid-Ohio Valley Regional Day Report Center, Jackson County Branch, first hand. Since beginning to work in our community, the Day Report Center has provided us with a very reliable, dedicated, and beneficial worker. With the help of Day Report Center community service workers, we have been able to complete several projects this year. The Day Report Center staff are always available to answer any questions or help work out any areas of concern. We would greatly appreciate the opportunity to be able to continue working with the Day Report Center, and would respectfully request that your agency continue to provide support for their efforts.

Sincerely,


Cayla R. Howard
Branch Manager

The BoMar Club
306 North Church Street
Ripley, WV 25271

March 26, 2013

Mr. Jason Metzger
Division of Criminal Justice & Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301

To Whom It May Concern:

We have had the opportunity to see the importance of the Mid-Ohio Valley Regional Day Report Center, Jackson County Branch, first hand. Since beginning to work in our community, the Day Report Center has provided many workers to us. They have helped with remodeling of our center, provided workers during activities, and helped with lawn care. With the help of Day Report Center community service workers, we have been able to complete several projects this year. The Day Report Center staff are always available to answer any questions or help work out any areas of concern. We would greatly appreciate the opportunity to be able to continue working with the Day Report Center, and would respectfully request that your agency continue to provide support for their efforts.

Sincerely,

Ratsy Calhoun
Day Report Center Manager



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Children and Families
Region II

Jackson/Mason/Roane District
2139 Cedar Lakes Road
Ripley, West Virginia 25271

Telephone: (304) 373-2560 Fax: (304) 372-7888

Patsy A. Hardy, FACHE, MSN, MBA
Cabinet Secretary

Earl Ray Tomblin
Governor

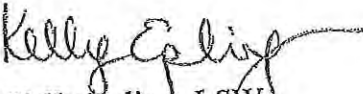
March 26, 2013

Jason Metzger
Division of Criminal Justice Services
1204 Kanawha Blvd. East
Charleston, WV 25301

Dear Mr. Metzger,

I write this letter in support of the Jackson County location of the Mid-Ohio Valley Regional Day Report Center, and their request for grant funding. Jackson County DHHR, Child Protective Services, depends on Jackson County Day Report Center for multiple services for our clients including substance abuse treatment, the batterer's intervention program and random drug screening. We have only one other provider in Jackson County to offer substance abuse services, Westbrook Health Services. However, Westbrook is often unreliable in delivery of these services. There is no other agency providing domestic violence services to our clients in this county. That is why Child Protective Services has become so dependent upon the services provided by Jackson County Day Report Center. Not only is the Day Report Center reliable in their delivery of services, they are also very attentive to detail in their documentation, which is very important in our Child Protective Services cases. I consider the Jackson County Day Report Center one of our most valuable resources in this county. I do hope you will consider continuing their funding source so that they can continue providing these much-needed services to our county. Thank you for consideration in advance.

Sincerely,


Kelly Epling, LSW
Child Protective Services
Jackson County
State of West Virginia



Amy D. Bain
Probation Officer
P.O. Box 800
Ripley, WV 25271

**FIFTH JUDICIAL CIRCUIT
PROBATION DEPARTMENT**

Phone (304) 373-2307
Fax (304) 372-1537
amy.bain@courtswv.gov

March 25, 2013

Division of Criminal Justice Services
1204 Kanawha Blvd. East
Charleston, WV 25301

To Whom It May Concern:

The Jackson County Probation Department has had the opportunity to see first hand how valuable an asset the Wood/Jackson Day Report Center has been for our community. The Court has utilized the program's services multiple times when there was a need for something more than just probation or home confinement. Additionally, the Probation Department has referred individuals to the program when it became apparent that specific issues needed to be addressed.

Day Report has become an integral part of our community's criminal justice system. Since beginning its operation in Jackson County, it has become clear that Day Report is a crucial component of the Probation Department's effort to find quality rehabilitative services for individuals sentenced to community corrections. I respectfully ask that your agency continue to provide support for their efforts.

Sincerely,

A handwritten signature in cursive script that reads "Amy D. Bain".

Amy D. Bain
Probation Officer

March 26, 2013

To: Jason Metzger
Division of Justice and Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301


From: Christopher Johnson
West Virginia Supreme Court of Appeals
Probation Officer, Roane and Calhoun County

Dear Mr. Jason Metzger:

I am writing today in support of Roane County Day Report Center. Since they opened here in Spencer, West Virginia, I have found them to be a very valuable asset to me and my active probationers in the ongoing effort to provide my convicted clients with more viable alternatives to traditional incarceration including treatment, drug screens, and community service. I recognize that with any client, there are multiple factors that lead them into situations that often end in the criminal justice system, and for those convicted or deciding whether to enter into plea agreements with the State, it is wonderful to have a sentencing alternative available that may more effectively help the offender change negative patterns of behavior rather than just face a sentence of jail or prison time, from which they all too often return still broken and damaged.

I am an advocate for my community, and as such, I believe that the services provided are of a valuable asset to help not only allow the offenders to rehabilitate while remaining in the community, but to help eliminate the strain on the counties ever increasing jail bill as a result of incarceration. The services provided by the DRC help not only supervise, but is a cost efficient way of rehabilitation as well as providing the necessary skills needed of the offenders to become pro-social effective members of society. Having a background in treatment myself, I understand that the services available at our Roane County Day Report are up to date and evidence bases practices that need to be relied upon to fight the issues involved in our current situations as of this date.

Respectfully submitted,


Christopher Johnson

Mar. 28. 2013 2:48PM

State of West Virginia



Magistrate Court of
Jackson County

William T. Reynolds, II
Magistrate
Telephone 304-373-2316
Facsimile 304-372-7132

Jackson County
Courthouse
P.O. Box 368
Ripley, West Virginia
25271

Magistrate Court

March 27, 2013

Jason Metzger
Division of Criminal Justice Services
1204 Kanawha Blvd. E.
Charleston, WV 25301

Mr. Metzger,
I am writing in support of the Mid-Ohio Valley Regional Day Report Center, Jackson County Branch, and their request for grant funding. The DRC offers Defendants services such as substance abuse treatment, batterer's intervention prevention program, drug screen and analysis, and community service supervision. I support the mission and programs of the Jackson County Day Report Center and sincerely hope that appropriate funding can be provided. Thank you for your thoughtful consideration.

Sincerely,

Tom Reynolds
Jackson County Magistrate

Mar. 28. 2013 2:48PM

No. 0610 P. 2

City of Ripley

Mayor

Carolyn Rader

203 South Church Street
Ripley, WV 25271

(304) 372-3482

Fax: (304) 372-6693

Website: www.cityofripley.org



Recorder

David S. Casto

Council

John McGinley

Ed Moore

Bryan Thompson

Russ Vannoy

Carolyn Waybright

March 27, 2013

Mr. Jason Metzger
Division of Criminal Justice and Community Service
1204 Kanawha Blvd., East
Charleston, WV 25301

Dear Sir:

We have had the opportunity to see the importance of the Mid-Ohio Valley Regional Day Report Center, Jackson County Branch, first hand. Since the beginning of community work, the Day Report Center has provided many workers to us. Each community worker has helped clean the parks, the city streets, and community facilities. This has been a tremendous help. We have also been able to complete several projects. The Day Report center staff is always available to answer any questions or help us solve any concerns which we may have. We would greatly appreciate the opportunity to be able to continue working with the Day Report Center. We are respectfully requesting that your agency continue to provide support for our efforts.

Sincerely,

Carolyn Rader

Carolyn Rader
Mayor, City of Ripley

March 26, 2013

To: Jason Metzger
Division of Justice and Community Services
1204 Kanawha Blvd. East
Charleston, WV 25301

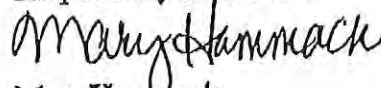
From: Mary Hammack
West Virginia Supreme Court of Appeals
Probation Officer, Roane County

Dear Mr. Jason Metzger:

I am writing today in support of Roane County Day Report Center. Since they opened here in Spencer, West Virginia, I have found them to be a very valuable asset to me and my active probationers in the ongoing effort to provide my convicted clients with more viable alternatives to traditional incarceration including treatment, drug screens, and community service. I recognize that with any client, there are multiple factors that lead them into situations that often end in the criminal justice system, and for those convicted or deciding whether to enter into plea agreements with the State, it is wonderful to have a sentencing alternative available that may more effectively help the offender change negative patterns of behavior rather than just face a sentence of jail or prison time, from which they all too often return still broken and damaged.

I am an advocate for my community, and as such, I believe that the services provided are of a valuable asset to help not only allow the offenders to rehabilitate while remaining in the community, but to help eliminate the strain on the counties ever increasing jail bill as a result of incarceration. The services provided by the DRC help not only supervise, but is a cost efficient way of rehabilitation as well as providing the necessary skills needed of the offenders to become pro-social effective members of society. Having a background in treatment myself, I understand that the services available at our Roane County Day Report are up to date and evidence bases practices that need to be relied upon to fight the issues involved in our current situations as of this date,

Respectfully submitted,


Mary Hammack

**West Virginia Community Corrections
Grant Program Application**

**Other Required Program Information
Attachment C**

A copy of the following information must be submitted with this attachment in order for the application to be complete. Please refer to page xvii of the application instructions for more details:

1. Approved Program Mission
2. Brief Description of each Service provided by the program
3. Schedule of Services offered through the program
4. Approved By-laws of local Board
5. Certification Letter regarding Program Policy/Procedure Manual

POLICIES AND PROCEDURES FOR OPERATION OF THE WOOD COUNTY DAY REPORT CENTER

MISSION STATEMENT

The Wood County Day Report Center (DRC) is a community-based alternative sentencing program that is designed to implement the dual functions of both monitoring and treating offenders while they are maintained in a community setting. The DRC strongly believes that providing effective monitoring and appropriate treatment in conjunction with the opportunity to develop healthy and productive life skills is in the best interests of both the community and the individual offender. Although the DRC remains committed to achieving these goals, maximizing the well being of the local community remains the DRC's primary responsibility.

The DRC believes that the practice of merely incarcerating most offenders does little to provide them with the skills that will assist them in becoming more productive members of the community (in fact, the experience of incarceration can actually serve to encourage additional illegal behavior in some cases). The remainder of this brochure will be divided into a section detailing the sanctions imposed on DRC clients, and a section detailing the treatment services that are provided to DRC clients.

MID-OHIO VALLEY REGIONAL DAY REPORT CENTER

Summary of Treatment Services

Each DRC participant's first appointment will consist of the administration of the DRC's standard biopsychosocial assessment. The assessment's primary goal will be to determine which treatment services (if any) the offender would be most likely to benefit from. At the present time, the following services are offered on a continuous basis.

Intensive Outpatient Program (IOP) (Wood, Jackson, Roane)

Format: Open-ended group

Meets: 3 times per week/2 hours per session

Duration: 38 sessions

Size: Ideally 8-12 clients; can accept higher or lower numbers if necessary

Target Population: Clients with an extensive history of regular and heavy substance use; clients who do not maintain abstinence during less intensive programming.

Diagnoses: None required, but most referrals have Psychoactive Substance Dependence; virtually all other clients have Psychoactive Substance Abuse

Primary Topics: Education pertaining to all aspects of the disease model of addiction
Education pertaining to the major categories of addictive substances
Education pertaining to the importance of long-term total abstinence
Education pertaining to the essential components of a healthy recovery environment

Intermediate Substance Abuse Program (Wood, Roane)

Format: Open-ended group

Meets: Twice per week/90 minutes per session

Duration: 24 sessions

Size: Ideally 8-12 clients; can accept higher or lower numbers if necessary

Target Population: Clients with an history of significant substance use; clients who do not maintain abstinence during involvement with less intensive programming.

Diagnoses: None required, but virtually all referrals have Psychoactive Substance Abuse or Psychoactive Substance Dependence.

Primary Topics: Education pertaining to the disease model of addiction
Skill development pertaining to maintaining abstinence in common challenging interpersonal situations.

Theft Prevention (Wood, Jackson, Roane)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	8 sessions
Size:	Ideally 6-12 clients; can accept slightly higher or lower numbers if necessary
Target Population:	Clients with a known or suspected history of any type of theft offense and/or other forms of stealing behavior.
Diagnoses:	None required, but some referrals have Psychoactive Substance Abuse or Dependence, Pathological Gambling, Depressive or Anxiety Disorders, and/or Axis II Disorders.
Primary Topics:	Identification of the various forms of stealing behavior Identification of the range of motivations for stealing behavior Identification and discussion of the societal impact of stealing behavior Development and implementation of internal rather than external barriers to stealing behavior. Identification, discussion, and treatment (when applicable) of common comorbid conditions.

The following services are available whenever a sufficient number of referrals are received:

Substance Abuse Education (Wood, Roane)

Format:	Open-ended Group(s) can be divided into two groups (or one women's and one men's group) when referrals are sufficiently numerous
Meets:	Once per week for 90 minutes
Duration:	6 sessions
Size:	Ideally 6-12 clients; can accept slightly higher or lower numbers if necessary
Target Population:	Male or female clients who have experienced at least one problem that is directly or indirectly related to substance use, misuse, or abuse.
Diagnoses:	None required, but most referrals have Psychoactive Substance Abuse. Clients with Psychoactive Substance Dependence can also benefit if they have had no previous treatment and the dependence is currently in full or partial remission.
Primary Topics:	Presenting and defining key terms pertaining to substance abuse and dependence Identification of common barriers to acknowledging substance-related problems Introduction of disease model and its progressive nature Introduction to major categories of psychoactive substances Identification of each substance's short-term and long-term effects Introduction to the purpose, goals, and target populations for 12-step programs

Relapse Prevention (Wood, Jackson, Roane)

Format:	Open-ended group
Meets:	Once per week for 60 Minutes
Duration:	8 sessions
Size:	Ideally 6-12 clients, but can accept slightly higher or lower numbers if necessary
Target Population:	Clients with a known history of substance related problems that are currently abstinent and have successfully completed appropriate substance abuse treatment (usually Intermediate Substance Abuse and/or Intensive Outpatient Program).
Diagnoses:	None required, but virtually all referrals will meet criteria for Psychoactive Substance Abuse or Dependence (currently in full or partial remission).
Primary Topics:	Identification of general and individualized relapse warning signs Identification of the relationship between intense emotions (particularly stress and anger), poor communication skills, and the tendency to relapse. Introduction to the Developmental Model of the Relapse Process. The impact of recovering on the family and others.

Batterer's Intervention and Prevention Program (BIPP) (Wood, Jackson)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	As mandated by the West Virginia Family Protective Services Board (currently 32 sessions).
Size:	Ideally 6-12 clients; can accept slightly higher or lower numbers if necessary
Target Population:	Male clients who have demonstrated violent, controlling and/or abusive behavior with intimate partners. The rare female clients with similar behavioral histories are NOT appropriate for the BIPP; they will be provided with individual sessions and/or referred to the Women's Domestic Violence Program (if operational).
Diagnoses:	None required, but some referrals have Psychoactive Substance Abuse or Dependence, Relational problems, and/or features of Axis II Disorders. Contrary to popular belief, Depressive, Anxiety, Impulse Control Disorders and Adult ADHD are not disproportionately represented in this population.
Primary Topics:	All components of the "Creating a Process of Change for Men who Batter" curriculum developed by the Domestic Abuse Intervention Project, Duluth, MN. Review of statistics detailing the frequency and severity of Domestic Violence Review of the complex relationship between substance use and violent behavior Review of factors contributing to high rates of DV during holiday seasons

Anger Management (Wood)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	8 sessions
Size:	Ideally 6-12 clients; can accept slightly higher or lower numbers if necessary
Target Population:	Male or female clients who have experienced at least one problem that is directly or indirectly related to inappropriate expressions of anger or other distressing and/or volatile emotions. Male clients with a known or suspected pattern of controlling/abusive behavior are more appropriately referred to the BIPP; for such clients, Anger Management is NOT an appropriate treatment alternative.
Diagnoses:	None required, but some referrals have Psychoactive Substance Abuse or Dependence, some form of Depressive Disorder, Anxiety Disorder, Intermittent Explosive Disorder, Relational Problems, and/or Axis II Disorders.
Primary Topics:	Identification and definitions of anger and other distressing/volatile emotions Emphasis on the neutrality of all emotions Emphasis on behavioral responses to emotions as either healthy or unhealthy Identification of gains from inappropriate responses to emotions Identification of individual triggers for anger Development and utilization of appropriate responses to any volatile emotions

Women's Domestic Violence Program (Wood)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	24 sessions
Size:	Ideally 6-12 clients, but will operate with as few as 3 clients if necessary.
Target Population:	Female clients with a history of perpetrating any form of Domestic Abuse against an adult partner.
Diagnoses:	None required, but some referrals have Psychoactive Substance Abuse or Dependence, Relational Problems, Depressive Disorders, Anxiety Disorders, and/or features of Axis II Disorders.
Primary Topics:	Largely based on the "Women Who Abuse in Intimate Relationships" curriculum developed by the Domestic Abuse Project of Minneapolis, MN. Review of statistics detailing the frequency and severity of Domestic Violence Review of the complex relationship between substance use and violent behavior Review of factors contributing to high rates of DV during holiday seasons

Preparing For Abstinence (Wood, Roane)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	Determined by Facilitator/client collaboration; 6 sessions minimum
Size:	Ideally 4-8 clients; can accept slightly higher or lower numbers as necessary
Target Population:	Clients with a history of substance misuse who are currently prescribed a medication which is potentially addictive.
Diagnoses:	None required; virtually all referrals will meet criteria for Psychoactive Substance Abuse or Dependence
Primary Topics:	Education pertaining to the disease model of addiction Strong emphasis on the concept of substance cross-dependency Education pertaining to the importance of long-term total abstinence Strong emphasis on enhancing client motivation to seek non-addictive alternative medication (when appropriate) and participating in regular addiction programming

Women's Issues Group (Wood)

Format:	Open-ended group
Meets:	Once per week for 90 minutes
Duration:	Determined by facilitator/client collaboration; 16 sessions minimum
Size:	Ideally 4-10 clients; group census above or below this range is strongly discouraged.
Target Population:	Adult females with a history of involvement in problematic and/or abusive relationships. Clients should be emotionally and cognitively able to participate appropriately in a group setting focused on the primary topics specified below.
Diagnoses:	None required, but virtually all participants are likely to have Psychoactive Substance Abuse or Dependence. Many participants are likely to have Depressive and/or Anxiety Disorders Participants who have symptoms consistent with Posttraumatic Stress Disorder (PTSD) and/or any Dissociative Disorder should be screened for appropriateness prior to beginning the program.
Primary Topics:	Self-esteem Personal Safety Unhealthy Relationships Body Image Coping Skills

Life Skills (Wood)

Format:	Open-ended group
Meets:	Once per week for 60 minutes
Duration:	Determined by facilitator/client collaboration; 8 sessions minimum
Size:	Ideally 4-8 clients; can accept slightly higher or lower numbers if necessary
Target Population:	Clients with a demonstrated insufficient mastery of education, employment, financial management, and/or interpersonal skills
Diagnoses:	None required
Primary Topics:	Employment search/resume writing/job interview skills Establishing/maintaining financial accounts Interpersonal social/communication skills

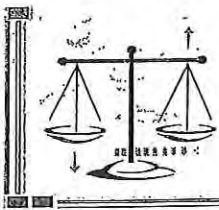
Additional programming that the DRC is currently investigating the feasibility of includes:

Cognitive-Behavioral Group (based on the Moral Reconciliation Therapy model)

Motivational Recovery Counseling

Parenting Education

Victim Impact and Empathy



MID-OHIO VALLEY DAY REPORT CENTER

Roane County Office: 325 Main Street, Spencer, WV 25276

304-519-5898 * Fax: 304-519-5900

Group Schedule

Mondays

Intermediate/ Intensive Outpatient (IOP) 10:00 am – 11:30 am

Tuesdays

Relapse Prevention 9:00 am – 10:00 am

Intermediate/ Intensive Outpatient (IOP) 10:00 am – 11:30 am

Wednesdays

Substance Abuse Education 10:00 am – 11:30 am

Thursdays

Preparing for Abstinence 9:00 am – 10:00 am

Intensive Outpatient (IOP) 10:00 am – 12:00 pm

Fridays

Theft Prevention 9:30 am – 11:00 am

MASTER CLASS SCHEDULE - WOOD COUNTY

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 - 9:30		DC RELAPSE			
8:30 - 12:30	GED RESA V	GED RESA V	GED RESA V	GED RESA V	GED RESA V
9:00-10:00				DAY RELAPSE	
9:00-10:30	BIPP	DAY INTERMEDIATE		DAY INTERMEDIATE	
9:00-11:00	INTENSIVE SUBSTANCE ABUSE		INTENSIVE SUBSTANCE ABUSE		INTENSIVE SUBSTANCE ABUSE
11:00 - 11:30		DAY CONT. CARE (1ST & 3RD)			
9:30 - 11:30					
9:00 - 12:00					
10:00 - 11:30					
11:00 - 12:00			LIFE SKILLS		
10:30 - 12:00				THEFT PREVENTION	
12:00-1:30					
1:30 - 3:00				PARENTING	
2:00 - 3:30		WOMEN IN RECOVERY			
5:00 - 6:00	DC RELAPSE				
5:00 - 5:30	EVENING CONT. CARE (2ND & 4TH)				
5:00 - 6:00			PEER RECOVERY		
5:30 - 7:00	BIPP		EVENING RELAPSE		
5:30 - 6:30					
6:00 - 7:30	INTERMEDIATE		INTERMEDIATE		
6:00 - 7:30			RELAPSE		
6:00 - 9:00		GED LAKEVIEW		GED LAKEVIEW	

JACKSON COUNTY CLASS SCHEDULE

MONDAY IOP: 9:00 – 11:00

TUESDAY ASSESSMENTS

WEDNESDAY IOP: 9:00 – 11:00
BIPPS: 11:00 – 12:30

THURSDAY THEFT PREVENTION: 10:00 – 11:00
RELAPSE: 1:00 – 2:00

FRIDAY IOP: 9:00 – 11:00

BYLAWS

WOOD COUNTY COMMUNITY CORRECTIONS BOARD

ARTICLE I- NAME

The name of the organization shall be the Wood County Community Corrections Board.

ARTICLE II- PURPOSE

The Wood County Community Corrections Board was organized pursuant to Chapter 62, Article 11C, Section 6 (a) of the West Virginia Code (§62-11C-6(a)) for the purpose of developing, establishing and maintaining community based corrections programs to provide the judicial system with sentencing alternatives for those offenders who may require less than institutional care.

ARTICLE III- MEMBERSHIP

Membership shall consist only of the members of the Board, voting and ex officio nonvoting members.

ARTICLE IV- MEETINGS

Section 4.1 Regular Meetings: The Board shall, beginning with the month of January of each year, convene at least every other month. The date, time and location shall be set by the Board.

Section 4.2 Special Meetings: Special meetings of the Board may be called by the Chair, upon written request by one-third of the Board or called by the subcommittee established by the Board to make specific decisions.

Section 4.3 Notice: Notice of all special meetings of the Board and of all regular meetings shall be given to each member no later than five (5) working days prior to the date scheduled. Service can be either by telephone, in writing, or personally. Notice shall be sent by either the Chair or the Board's Executive Director. If mailed, the notice shall be deemed to have been delivered when deposited in the U.S. mail, addressed to the addressee at his or her last known address in the records of the Board, postage prepaid. Such notice shall either specify the business to be addressed or the purpose of the meeting.

Section 4.4 Quorum: A simple majority of the total number of voting board members will constitute a quorum.

Meetings shall be open to ex officio non-voting members.

Section 4.5 Manner of Conducting Business: All meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, to the extent these rules do not contradict the bylaws of the Community Corrections Board.

ARTICLE V - BOARD MEMBERS

Section 5.1 Board Composition and Size: The Board shall be comprised of the members established in Chapter 62, Article 11C, Section 6(d)(1)-(7) of the West Virginia Code (§62-11C-6(d)(1)-(7)). The Board shall consist of no more than fifteen (15) voting members.

The Board may, at the discretion of the West Virginia Supreme Court of Appeals, also include the ex officio non-voting members as provided for in Chapter 62, Article 11 C, Section 6(e)(1)-(3) of the West Virginia Code (§62-11C-6(e)(1)-(3)).

Section 5.2 Board Role and Compensation: The Board's role includes the duties delineated in Chapter 62, Article 11C, Section 6(f)(1)-(4) of the West Virginia Code (§62-11 C-6(f)(1)-(4)). The Board receives no compensation.

Section 5.3 Terms: All Board members serve by virtue of their employment and at the discretion of the county commission that appointed them to the Board.

Section 5.4 Resignation, Termination and Absences: Resignation from the Board must be in writing and received by the Chair. Absent good cause, a board member may be removed for attendance problems if any of the following conditions exist in regard to a board member's attendance to board meetings:

- A. The member has two (2) un-notified absences in a row (un-notified means the member did not give prior notice to the Board's Chair or another board member that s/he would not be able to attend).
- B. Any member may attend a meeting via conference call by prior arrangement.
- C. The member misses one-third (1/3) of the total number of Board meetings in a twelve-month period.

A recommendation to the appointing county commission for removal of a board member may be made for other reasons by a three-fourths (¾) vote of the remaining members.

Section 5.5 Vacancies: Vacancies on the Board are to be filled by the appropriate county

commission or other appointing authority as set forth in Chapter 62, Article 11 C, Section 6(d)(1)-(7) or Section 6(e)(1)-(3) of the West Virginia Code (§62-11C-6(d)(1)-(7)) or (§62-11C-6(e)(1)-(3)).

ARTICLE VI - OFFICERS AND DUTIES

Section 6.1 Officers and Duties: There shall be four officers of the Board consisting of a Chair, Vice-Chair, and Secretary/Treasurer. All officers are elected for terms of one year by the Board.

Section 6.2 Chair: The Chair shall preside at all Board meetings, shall have general supervision of the affairs of the Board, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Board. In the event the Chair is unable to attend a meeting, the Chair shall arrange for another member of the executive committee to preside at the meeting in the following order: Vice-Chair and Secretary/Treasurer.

Section 6.3 Vice-Chair: The Vice-Chair will chair committees on special subjects as designated by the Board.

Section 6.4 Secretary/Treasurer: The Secretary/Treasurer shall perform those duties that are incident to the office or are properly required of the Secretary/Treasurer by the Board. The office of Secretary/Treasurer may be held by the same person.

Section 6.5 Program Director: The Board may hire a Program Director who shall be responsible for the administration and conduct of the business and affairs of the Board pursuant to guidelines established by the Board. The Program Director shall have full authority for direction of the employees of the Board. The Program Director will attend all board meetings, report on the progress of the organization, and answer questions of the board members. The Board can designate other duties as necessary. The Program Director is to be compensated for his or her services in such amount and manner as the Board shall determine.

Section 6.6 Delegation: If any officer of the Board is absent or unable to act and no other person is authorized to act in such officer's place by the provisions of these Bylaws, the Board may from time to time delegate the powers or duties of such officer to any other officer or member or any other person it may select.

Section 6.7 Officer Vacancies: Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board.

Section 6.8 Other Officers: The Board may appoint such other officers or agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 6.9 Term - Removal: The officers of the Board shall hold office until their successors are chosen. The election of officers shall take place at the first meeting of each calendar year. Any officer or agent elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE VII- COMMITTEES

Section 7.1 - Executive and Other Committees: The Board may appoint, from time to time, from its own number, standing or temporary committees consisting each of no fewer than two (2) members. Such committees may be vested with such powers as the Board may determine by resolution passed by a majority of the full Board, provided, however, that no such committee shall have the authority of the Board in reference to:

- A. Amending, altering, or repealing these Bylaws;
- B. Authorizing the sale, lease, exchange or mortgage, of all or substantially all of the property and assets of the Board;
- C. Authorizing the voluntary dissolution of the Board or revoking proceeds therefore; or
- D. Amending, altering, or repealing any resolution of the Board which by its term provides that it shall not be amended, altered, or repealed by such committee.

All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Board. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of any responsibility imposed by law.

Section 7.2 Executive Committee: The four officers serve as members of the Executive Committee. Except for the power to amend the Bylaws, the Executive Committee shall have all of the powers and authority of the Board in the intervals between meetings of the Board, subject to the directions and control of the Board.

Section 7.3 Finance Committee: The Treasurer is the chair of the Finance Committee, which includes three other Board members. The Finance Committee is responsible for developing and reviewing fiscal procedures and annual budget with staff and other Board members. The Board must approve the budget, and all expenditures must be within the budget. Any major change in the budget must be approved by the Board or the Executive Committee. Annual reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the organization are public information and shall be available to the Board and the public.

ARTICLE VIII - FISCAL YEAR

The fiscal year shall run from July 1 of each year to June 30 of the following year.

ARTICLE IX - BOOKS AND RECORDS

The Board shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its meetings and shall keep a record of its members, giving the names and addresses of all members.

ARTICLE X - AMENDMENTS

These Bylaws may be amended when necessary by a two-thirds (2/3) majority of the Board. Proposed amendments must be submitted to the Chair to be sent out with regular Board announcements.

Amend Section 4.4- Quorum

(a) 5 members of the board will constitute a quorum.

(b) A member of the board may not send a representative in place of themselves. If the board member is not present and has not given any notification, they will be considered absent.



MID-OHIO VALLEY DAY REPORT CENTERS

Wood County Office: 916 Market Street, Parkersburg, WV 26101

(304) 422-8570 * fax: (304) 422-8579

LETTER OF CERTIFICATION

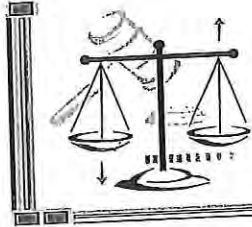
March 14th, 2013

This letter certifies that the Community Corrections Board has in place a written, formal agreement with all local courts which outlines the criteria for client eligibility for entrance into the Wood, Jackson and Roane County Day Report Centers.

In addition, we have in place a written safety plan that has been signed and agreed to by our local domestic violence program. This plan will help provide a specific plan for victim safety.

Dennie Huggins/Regional Director of the Wood, Jackson and Roane DRC

A handwritten signature in cursive script, reading "Dennie Huggins".



MID-OHIO VALLEY DAY REPORT CENTER

Wood County Office: 916 Market Street, Parkersburg, WV 26101

304-422-8570 * Fax: 304-422-8579

4/1/13

This notice is provided in order to verify that each employee of the Mid-Ohio Valley Regional Day Report Center (DRC) has been provided with his/her own copy of the current policy and procedure manual which is issued by the Wood County Commission. Our signatures below further confirm that each DRC employee has placed his/her signature on a statement which verifies receipt of the manual and the understanding that he/she is expected to abide by all of its terms.

Signed:


Dennie Huggins, DRC Executive Director


D. Blair Couch, Wood County Commissioner/Community Corrections Board President

MID-OHIO VALLEY REGIONAL DAY REPORT CENTER

Graduated Client Sanctions Policy

It is the policy of the Mid-Ohio Valley Regional Day Report Center (DRC) to establish a consistent pattern of reinforcement for DRC staff to provide for its clientele. Whenever possible, client reinforcement is expected to be positive in nature. Examples of positive reinforcement include (but are not necessarily limited to): verbal reinforcement, reducing intensity of client monitoring, certificates of successful completion, 12-step literature and/or key chains.

Unfortunately, some circumstances require the imposition of sanctions against clients who violate the DRC's terms and conditions. Rather than attempting to retaliate against such clients, the goal for imposing sanctions against them is to provide an appropriate deterrent to future inappropriate behavior. In order to maximize their effectiveness, client sanctions should be as prompt, clearly associated with the infraction in question, and should be utilized in the most consistent manner possible.

The DRC recognizes that absolute consistency with imposing client sanctions is not always possible or desirable. In some cases, the identical infraction committed by two different clients can warrant slightly different sanctions. The final decision about the specific client sanctions to impose can depend on factors such as the extent to which the client thoroughly and honestly disclosed the infraction *before* DRC staff became aware of it.

Nevertheless, this policy strives to create a comprehensive list of preferred sanctions for each type of client infraction. DRC staff reserve the right to consider other relevant factors and override the preferred sanction under some circumstances. However, the process of overriding a preferred client sanction should only be a rare occurrence, and should not be implemented unless DRC staff provides adequate written justification for the override. Examples of appropriate client sanctions include (but are not necessarily limited to) the following:

Verbal Warning (VW): A verbal warning to the client that clearly conveys that he/she is in danger of violating one (or more) of the DRC's terms and conditions. DRC staff who impose the verbal warnings are expected to draft a written progress not in the client's file verifying that such a warning was issued, as well as the client's response to the warning.

Written Warning (WW): A memorandum to the client that clearly specifies the infraction(s) committed and the range of additional sanctions he/she is subject to in the event of additional violations of the same infraction(s). The original memorandum is kept in the client's file, and a copy is given to the client for his/her records.

Final Warning Notice (FWN): A memorandum to the client that clearly specifies the infraction(s) committed and clearly states that any additional infractions will result in his/her dismissal (or revocation) from the DRC. The original notice is kept in the client's file, and a copy is given to the client for his/her records.

Modification of Client Treatment Plan (MTP): Can include (but is not necessarily limited to): Revising the frequency of Urine Drug Screening (UDS), revising the frequency of community service, reporting and/or calling in to DRC, repeating current treatment program, transfer to and/or addition of other treatment programs that are internal and/or external to the DRC.

Suspension A temporary condition where the client is prohibited from attending treatment services while his/her case is further reviewed by DRC staff (sometimes in collaboration with the referral source) in order to determine whether additional sanctions are warranted. A suspended client is *not* given credit for any sessions missed during the length of the suspension.

Revocation: A permanent condition where the client's referral source is formally notified that the client has not responded appropriately to DRC intervention. The DRC generally recommends that the referral source impose the original legal sanctions (if any) upon a client who is revoked. The DRC cannot guarantee that clients who are revoked from the program will necessarily be accepted for additional treatment services in the event that they engage in future illegal activity.

Preferred Client Sanctions Matrix

	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>	<u>4th Offense</u>
Failure to report or Call as scheduled	VW	WW	FWN	Revocation
Noncompliance with any Program rule	VW	WW	FWN	Revocation
Failure to Follow Daily itinerary	VW	WW	FWN	Revocation
Inattentiveness during any session	VW	WW/MTP	FWN/MTP	Revocation
Inappropriate Behavior during any session	VW	WW/MTP	Revocation	N/a
Unexcused absence from DRC session	WW	FWN/MTP	Revocation	N/a
Unexcused absence from external session	WW	FWN/MTP	Revocation	N/a
Failure to complete Community Service	VW	WW	FWN	Revocation
Failure to Screen	WW/MTP	FWN/MTP	Revocation	N/a
Failure to pay fees	VW	WW	WW	WW
Failure to obtain employment	VW	VW	VW	VW
New use of any Prohibited substance	VW/MTP	WW/MTP	FWN/MTP	Revocation
New arrest/offense	Revocation	N/a	N/a	N/a

**WEST VIRGINIA
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13. RELEASE OF INFORMATION:

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code.

DJCS recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement, personnel or juvenile sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

14. NATIONAL AND STATE EVALUATION EFFORTS:

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

15. OBLIGATION OF PROJECT FUNDS:

Funds may not, without prior written approval from DJCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.

16. USE OF FUNDS:

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.

17. ALLOWABLE AND UNALLOWABLE COSTS:

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

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7. CIVIL RIGHTS COMPLIANCE:

Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt.38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the West Virginia Division of Justice and Community Services.

8. PRESS RELEASE:

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

9. LOBBYING:

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

10. ACCESS TO RECORDS:

DJCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.

11. CONFLICT OF INTEREST:

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family.

12. POLITICAL ACTIVITY:

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

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All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Special Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

West Virginia Division of Justice & Community Services
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301

1. LAWS OF WEST VIRGINIA:

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by DJCS, regardless of the original funding source. This grant is on a "REIMBURSEMENT ONLY" mechanism.

2. LEGAL AUTHORITY:

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. RELATIONSHIP:

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

4. COMMENCEMENT WITHIN 60 DAYS:

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to DJCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. OPERATIONAL WITHIN 90 DAYS:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

6. WRITTEN APPROVAL OF CHANGES:

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

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19. NON-SUPLANTING:

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

20. MATCHING CONTRIBUTION:

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be affected.

21. PROJECT INCOME:

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by DJCS as are established for granted funds. All grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.

22. CONSULTANT FEES:

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

23. SUSPENSION OF FUNDING:

DJCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

24. SANCTIONS FOR NONCOMPLIANCE:

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

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25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the West Virginia Division of Justice & Community Services (or simply "DJCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia or the Division of Justice & Community Services."

"This project supported by Grant No. _____ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position of policies of the United State Department of Justice."

26. PROPERTY ACCOUNTABILITY:

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by DJCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from DJCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

27. CRIMINAL PENALTIES:

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to the Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

28. REPORTS:

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

29. PURCHASING:

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency.

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30. COLLABORATION W/OTHER FED. AND STATE GRANTS:

Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment and any other resources deemed necessary by DJCS.

31. INFORMATION SYSTEMS:

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to DJCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to DJCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

32. INCIDENT BASED REPORTING COMPLIANCY:

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

33. TIME EXTENSIONS:

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

34. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

35. LIMITED ENGLISH PROFICIENCY:

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website www.fed.gov.

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36. COMPUTER EQUIPMENT:

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. The following are minimum hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

Minimum Hardware Requirements:

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

Recommended Hardware Components:

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (may be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

Software Requirements:

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

Warranty Requirements:

3 Year on-site warranty

37. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

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38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

- I.) Federal Office of Management and Budget (OMB) Circular A-133 sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

- III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:

- I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

40. CONFIDENTIALITY OF RESEARCH INFORMATION:

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

41. LEASE AGREEMENTS:

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.

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42. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the West Virginia Division of Justice and Community Services, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

43. VETERANS PREFERENCE:

This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. DJCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

44. IMMIGRATION AND NATURALIZATION VERIFICATION:

The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

46. PERSONNEL TRAINING:

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

47. ACCOUNTING REQUIREMENTS:

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, must be retained and be available for audit purposes.

48. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial Guide.

49. TRANSFER OF FUNDS PROHIBITION:

The grantee is expressly prohibited from transferring funds between any DJCS programs.

50. MARKING OF EQUIPMENT:

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

**WEST VIRGINIA
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STANDARD CONDITIONS AND ASSURANCES

51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Grantee acknowledges that DJCS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support.

Grantee agrees to consult with DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

52. CENTRAL CONTRACTOR REGISTRATION:

Grantee agrees to register with the Central Contractor Registration (CCR), www.ccr.gov and provide documentation to DJCS within 30 days of award notification that they have done so.

53. DATA UNIVERSAL NUMBERING SYSTEM:

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to DJCS within 30 days of award notification that they have done so.

54. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

55. BIDDING PROCEDURES:

Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.

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STANDARD CONDITIONS AND ASSURANCES

56. COMPLIANCE WITH FEDERAL PROCEDURES:

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

57. ADDITIONAL REGULATIONS AND PROCEDURES:

In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines.

- a. National Environmental Policy Act of 1969 (NEPA).
- b. National Historic Preservation Act of 1966.
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation.
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.
- n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
- o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
- p. Death in Custody Act of 2000.

58. RELIGIOUS ACTIVITIES

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

**WEST VIRGINIA
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**West Virginia Community Corrections Grant
Program**

SPECIAL CONDITIONS AND ASSURANCES

59. Public Availability of information:

The sub grantee agrees to comply with the terms and condition of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements

60. CONSULTANTS / CONTRACTS:

No contract or agreement may be entered into by the sub grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of DJCS. Grant approval by DJCS does not constitute consultant/contract approval.

61. REPORTING OF IRREGULARITIES:

Sub grantees are responsible for reporting promptly to DJCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.

62. VEHICLE PROCUREMENT:

Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.

63. COMMUNICATION EQUIPMENT:

All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.

64. ADDITIONAL SPECIAL CONDITIONS AND ASSURANCES:

The Community Corrections Subcommittee may add additional special conditions and assurances after a submitted proposal application has been reviewed by the Subcommittee. Program approval and funding approval may be contingent on the applicant agreeing to comply with the additional special conditions and assurances.

65. COMMUNITY CORRECTIONS DATABASE:

The applicant shall agree to utilize the Division of Justice and Community Services database to input all relevant information, maintain required documentation, and develop special reports to be used by the individual program as well as by the Division of Justice and Community Services.

66. LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY

The online LS/CMI assessment instrument is required by the WV Community Corrections Subcommittee for use by all community corrections programs funded by the West Virginia Community Corrections grant program funds.

**WEST VIRGINIA
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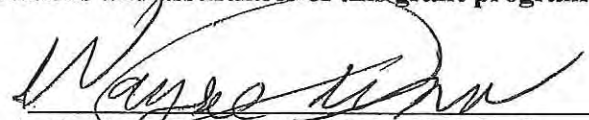
**West Virginia Community Corrections Grant
Program**

SPECIAL CONDITIONS AND ASSURANCES

67. Quarterly Meetings:

The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting; with a listing of the host sites being published by DJCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.

I certify that I have read all the standard and special conditions and assurances of this grant program and agree to comply with these requirements.



Authorized Official Signature (Original)