

St. Clairsville, Ohio

December 2, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, Commissioners and Bonnie Zuzak, Clerk of the Board.

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

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

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

**IN THE TOTAL AMOUNT OF \$535,805.94**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0051-A001-A02.002 Salaries-Employees	E-0050-A001-A01.001 Salaries-Comm.	\$26,500.00
E-0051-A001-A28.000 Other Expenses	E-0141-A001-C02.002 Salaries	\$10,000.00
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A10.000 Professional Serv.	\$30,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E02.002 Salaries	\$26,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E11.000 Other Expenses	\$14,960.70
E-0055-A004-B18.000 Other Expenses	E-0055-A004-B01.002 Salaries	\$7,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers between funds as follows:

**P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPORVEMENT**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.474 Transfers In	\$28,750.00

**P05 WATER WORKS FUND AND N88 REVENUE BOND SHORT LIVED FUND**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

**P05 WATER WORKS FUND AND O11 MT. VICTORY-BOND RETIREMENT FUND**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,030.00

**P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT FUND**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

**P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

**P53 SANITARY SEWER DISTRICT FUND AND O03 USDA-SSD BOND PAYMENT FUND**

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

**P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT FUND**

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

**P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT FUND**

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9261-O061-O04.574	\$11,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following certification date:

**\*\*DECEMBER 2, 2025\*\***

**A00 GENERAL FUND**

E-0051-A001-A28.000	Other Expenses	\$10,000.00
---------------------	----------------	-------------

**E09 NEXT GENERATION 9-1-1 FUND**

E-2209-E009-E01.011	Contract Services	\$19,180.04
---------------------	-------------------	-------------

**K00 MOTOR VEHICLE AND GASOLINE TAX**

E-2811-K000-K11.075	Advance Out	\$718,501.84
---------------------	-------------	--------------

**L05 WATERSHED COORDINATOR-SOIL**

E-1815-L005-L01.002	Salaries	\$20,000.00
E-1815-L005-L15.006	Hospitalization	\$10,000.00
E-1815-L005-L11.003	PERS	\$10,000.00

**M78 TITLE IV-E REIMB**

E-0400-M078-M05.000	Other Expense	\$5,655.93
---------------------	---------------	------------

**N03 FEMA PROJECTS ENGINEERS**

E-9003-N003-N04.055	Contract Services	\$8,850.50
---------------------	-------------------	------------

**O39 BOND RETIR-ENGINEERS**

E-9218-O039-O12.050	OPWC Loan Payments	\$350.00
<b><u>S12 BELMONT COUNTY PORT AUTHORITY</u></b>		
E-9799-S012-S07.000	Professional Services	\$15,421.97
<b><u>S30 OAKVIEW JUV REHBILITATION</u></b>		
E-8010-S030-S40.000	Grant Holding Account	\$158,730.00
E-8010-S030-S54.000	Food	\$140.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**HOSPITALIZATION CHARGEBACKS FOR SEPTEMBER AND OCTOBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for  
Hospitalization Chargebacks for the months of September and October 2025

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	20,550.38
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	11,066.62
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	47,953.12
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,269.50
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,359.39
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,449.28
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,820.22
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	9,089.72
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,269.50
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	16,993.97
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,718.78
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,820.22
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	16,730.16
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	178,219.82
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	191,404.25
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	18,904.08
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	3,820.22
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	9,089.72
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	58,414.65
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,611.48
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,449.28
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	99,849.20
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,409.64
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,820.22
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,820.22
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	63,431.02
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,449.28
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	93,808.16
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	25,451.22
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	4,842.09

E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	2,637.27
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091-Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	12.09
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,212.80
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	650.59
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,130.97
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,596.74
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	637.20
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	1,915.85
E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	0.00
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,085.53
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,078.20
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	439.28
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	108.89

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,898.56
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	3,820.22
E-400-M075-M04.000	Placement II	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	0.00
TOTALS			963,109.60

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE DELTA DENTAL CHARGEBACKS FOR**  
**THE MONTHS OF AUGUST AND SEPTEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds  
for the Delta Dental Chargebacks for the months of August and September 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,614.60
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	571.94
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	262.74
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	106.58
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	145.62
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,495.24
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	252.20
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	39.04
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	106.58
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	213.16
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	319.74
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	106.58
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	106.58
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	0.00

DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	616.27
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	184.66
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	106.58
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	115.85
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	1.24
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	128.04
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	58.00
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	35.77
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	121.64
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	115.61
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	50.93
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	15.91
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	123.73
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	10.14
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	4.08
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	53.46
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.28
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	465.36
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	5,958.93
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,676.78
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	213.16
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	106.58
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	319.74
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	213.16
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	106.58
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,985.99
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	626.60
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	252.22
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,697.50
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	397.82
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	2,145.28
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	213.16
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	39.04
TOTALS		R-9891-Y091-Y07.500	44,500.69

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION**

**CHARGEBACKS FOR THE MONTHS OF AUGUST AND SEPTEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of August and September 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,953.62
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	162.78

BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	90.24
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	44.70
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	462.18
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	74.22
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	15.18
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	88.56
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	0.00
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	185.97
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	36.71
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.54
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	37.37
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	16.63
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	11.80
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	34.28
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	32.72
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	15.09
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	4.96
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	43.67
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.00
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.33
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	14.81
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.11
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	133.26
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,726.89
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	473.16
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	29.52
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	88.56
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	505.20
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	237.00
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	824.85
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	220.98
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	74.22
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,086.30
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	655.32

DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			13,890.09

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE DELTA DENTAL CHARGEBACKS FOR**  
**THE MONTHS OF OCTOBER AND NOVEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds  
for the Delta Dental Chargebacks for the months of October and November 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,134.99
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	571.94
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	262.74
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	106.58
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	145.62
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,495.24
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	252.20
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	39.04
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	106.58
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	213.16
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	319.74
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	106.58
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	106.58
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	0.00
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	756.62
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	184.66
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	106.58
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	170.82
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	0.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	17.56
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	56.55
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	34.37
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	127.86
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	115.49
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	90.94
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	17.86
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	139.56
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	9.80
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	0.57
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	53.30

Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	465.36
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	5,944.68
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,696.30
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	213.16
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	106.58
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	319.74
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	213.16
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	106.58
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	3,102.49
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	655.72
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	252.22
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,663.73
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	397.82
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	2,290.90
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	106.58
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	39.04
TOTALS		R-9891-Y091-Y07.500	44,317.59

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION**

**CHARGEBACKS FOR THE MONTHS OF OCTOBER AND NOVEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of October and November 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,820.78
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	162.78
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	90.24
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	44.70
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	455.04
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	74.22
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	15.18
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	0.00
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	15.18
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	245.01

SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	51.17
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.00
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	6.84
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	16.05
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	11.27
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	35.98
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	32.99
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	26.31
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	5.59
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	48.82
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.01
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.23
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	14.76
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	140.85
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,764.42
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	532.20
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	29.52
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	118.08
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	534.72
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	237.00
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	869.30
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	228.40
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	74.22
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,109.07
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	715.20
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			14033.49

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR SEPTEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor’s Office:

- Final Sales & Use Tax Distribution Report for the month of September 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
------------	-----



Mr. Echemann

Mr. Gianangeli

Yes

Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 25, 2025.

Upon roll call the vote was as follows:

Mr. Dutton

Mr. Echemann

Mr. Gianangeli

Yes

Yes

Yes

Commissioner Dutton made the following announcement-  
The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Board of Developmental Disabilities. Interested parties can contact the Commissioners’ office at (740) 699-2155 to request an application. Applications will be accepted through December 12, 2025.

IN THE MATTER OF APPROVING THE VENDOR AGREEMENTS FOR TITLE XIX (19) TRANSPORTATION SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2026 to December 31, 2026 for the provision of Title XIX (19) transportation services:

VENDOR	CONTRACT AMOUNT NOT TO EXCEED
Barnesville Taxi Service, LLC	\$750,000.00
City of Martins Ferry EMS	\$750,000.00
59 Green, Ltd, DBA Green Cab	\$750,000.00
IC Cab, LLC	\$750,000.00
Neff Volunteer Fire Department	\$900,000.00

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

Whereas, this contract, entered on the 2<sup>nd</sup> day of December 2025, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and Barnesville Taxi Service, LLC (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

I. Purpose

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid appointments including, but not limited to: doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

Purchaser:

The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075

Contractor:

Barnesville Taxi Service, LLC  
104 Roosevelt Avenue  
Barnesville OH 43713  
740-425-9900

III. Contract Period

This contract and its terms will become effective on January 1, 2026. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is December 31, 2026. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional year not to exceed December 31, 2027. This is the second year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)  
Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs  
Those costs which are necessary, reasonable, allocable, and allowable under applicable Federal, State, and local laws and regulations for the proper administration and performance of services to eligible clients.

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

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

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

Ohio Administrative Code (OAC)  
The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)  
The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participants as defined in OAC 5101:3-24-03. Services are not limited to the participant’s community if that service is not available in the local community.

A. Contractor’s Responsibilities

1. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker's Compensation, and maintaining confidentiality.
2. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
4. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
5. The Contractor agrees to the following activities during the term of this contract:
  - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
  - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
  - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding payment for services; and
  - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
  - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
  - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
  - g. The Contractor must have liability insurance on all its employees during the term of this contract.
6. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
7. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to [John.Regis@jfs.ohio.gov](mailto:John.Regis@jfs.ohio.gov).
8. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
9. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
  - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
  - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
  - c. Driver abstracts/history reports from the driver's state of licensure; and
  - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
  - e. **This information is required to be provided to the Purchaser no later than January 30, 2026. Failure to provide information in a timely manner may result in suspension of the contract terms until all information is provided.**

**B. Purchaser's Responsibilities**

1. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
2. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
3. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
  - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.). and return trip to the participant's home; and
  - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
4. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

**C. Service Requirements**

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

**D. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

**E. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

The failure of the Contractor to deliver all required invoices by the time frame stated in this article may be considered a breach of this contract, thus subjecting the contract to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser's discretion.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

**VI. Billing and Payment Procedures**

1. The Purchaser agrees to pay the provider the following fee schedule:
  - a. \$6.00 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
  - b. \$20.00 per hour waiting time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15-minute mark, 30-minute mark, 45-minute mark and 60-minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver’s manifest/log to support the wait time charge.
  - c. \$15.00 loading fee that is permissible when a participant requires hands-on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
  - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle, shall be charged at the \$6.00 per mile rate.
  - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
  - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
  - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
2. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
3. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
4. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. The repayment method must be agreed upon by both parties.
5. The Purchaser may deny payment for any of the following reasons:
  - a. Failure to meet service requirements; or
  - b. Failure to meet performance standards; or
  - c. Failure to meet performance reporting requirements; or
  - d. Inaccurate or incomplete invoices.
6. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

**VII.Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

**VIII.Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a “Sampling Method”. Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month of discovery.

If repayment with one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractors agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

**IX. Reports and Records Retention**

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

**X. Warranty**

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

**XI. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

**XII.Notice**

Notice as required under this contract shall be sufficient if it is bey certified mail, return receipt requested, provided that such notice states that it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

**XIII. Confidentiality**

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

**XIV. Conflict of Interest and Disclosure**

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

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

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

**XV. Indemnification**

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

**XVI. Compliance**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

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

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

**XVII. Relationship**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual, or other liability on the Purchaser or the Belmont County Board of County Commissioners.

**XVIII. Assignments**

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

**XIX. Subcontracts**

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance, and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

**XX. Integration, Modification and Amendment**

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

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

**XXI. Termination and Breach of Contract**

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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

**XXII. Waiver**

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

**XXIII. Governing Law and Forum**

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

**XXIV. Severability**

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

**XXV. Non-Discrimination**

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



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

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

**XXVI.Child Support Enforcement**

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

**XXVII.Public Assistance Work Program Customers**

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

**XXVIII.Drug-Free Workplace**

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

**XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery**

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all people who have unresolved findings for recovery dating back to January 1, 2001.

**XXX.Copeland “Anti-Kickback” Act**

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

**XXXI.Davis-Bacon Act**

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

**XXXII.Contract Work Hours and Safety Standards Act**

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

**XXXIII.Rights to Inventions Made Under a Contract or Agreement**

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**XXXIV.Clean Air Act**

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

**XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

**XXVI. Energy Efficiency**

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

**XXVII. Public Records**

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

**XXVIII. Procurement**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

**Signatures:**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>11/19/2025</u> Date
<u>Aaron Wildman /s/</u> Aaron Wildman, Owner Barnesville Taxi Service, LLC	<u>11/20/2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<b>Approved as to Form:</b> <u>T.J. Schultz /s/</u> T.J. Schultz, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/3/25</u> Date

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

**Whereas**, this contract, entered on the **2<sup>nd</sup>** day of **December 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and the City of Martins Ferry, Division of Emergency Medical Services (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

**I. Purpose**

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid appointments including, but not limited to doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

**II. Parties**

The parties to this agreement are as follows:

<b>Purchaser:</b>	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
<b>Contractor:</b>	City of Martins Ferry, Division of Emergency Medical Services 35 South Fifth Street Martins Ferry OH 43935 740-633-0313

**III. Contract Period**

This contract and its terms will become effective on January 1, 2026. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2026. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional year not to exceed December 31, 2027. This is the second year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

**IV. Definitions**

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

**V. Scope of Work**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participants as defined in OAC 5101:3-24-03. Services are not limited to the participant’s community if that service is not available in the local community.

**G. Contractor’s Responsibilities**

10. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker’s Compensation, and maintaining confidentiality.
11. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.

12. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
13. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
14. The Contractor agrees to the following activities during the term of this contract:
  - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
  - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
  - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding payment for services; and
  - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
  - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
  - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
  - g. The Contractor must have liability insurance on all its employees during the term of this contract.
15. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
16. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to [John.Regis@jfs.ohio.gov](mailto:John.Regis@jfs.ohio.gov).
17. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
18. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
  - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
  - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
  - c. Driver abstracts/history reports from the driver's state of licensure; and
  - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
  - e. **This information is required to be provided to the Purchaser no later than January 30, 2026. Failure to provide information in a timely manner may result in suspension of the contract terms until all information is provided.**

#### **H. Purchaser's Responsibilities**

5. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
6. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
7. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
  - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.). and return trip to the participant's home; and
  - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
8. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

#### **I. Service Requirements**

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

#### **J. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

#### **K. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

The failure of the Contractor to deliver all required invoices by the time frame stated in this article may be considered a breach of this contract, thus subjecting the contract to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser's discretion.

#### **L. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

### **VI. Billing and Payment Procedures**

7. The Purchaser agrees to pay the provider the following fee schedule:
  - a. \$5.60 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
  - b. \$20.00 per hour waiting time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15-minute mark, 30-minute mark, 45-minute mark and 60-minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.

- c. \$15.00 loading fee that is permissible when a participant requires hands-on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
- d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle, shall be charged at \$5.60 per mile rate.
- e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
- f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
- g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
- 8. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
- 9. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
- 10. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. The repayment method must be agreed upon by both parties.
- 11. The Purchaser may deny payment for any of the following reasons:
  - e. Failure to meet service requirements; or
  - f. Failure to meet performance standards; or
  - g. Failure to meet performance reporting requirements; or
  - h. Inaccurate or incomplete invoices.
- 12. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

**VII.Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

**VIII.Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a “Sampling Method”. Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month of discovery.

If repayment with one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractors agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

**IX. Reports and Records Retention**

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

**X. Warranty**

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

**XI. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

**XII.Notice**

Notice as required under this contract shall be sufficient if it is bey certified mail, return receipt requested, provided that such notice states that it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

**XIII.Confidentiality**

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

**XIV.Conflict of Interest and Disclosure**



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

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

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

**XV.Indemnification**

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

**XVI.Compliance**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

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

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

**XVII.Relationship**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual, or other liability on the Purchaser or the Belmont County Board of County Commissioners.

**XVIII.Assignments**

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

**XIX.Subcontracts**

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance, and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

**XX.Integration, Modification and Amendment**

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

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

**XXI.Termination and Breach of Contract**

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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

**XXII.Waiver**

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

**XXIII.Governing Law and Forum**

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

**XXIV.Severability**

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

**XXV.Non-Discrimination**

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

During performance of this contract, the Contractor will not discriminate against any employee, recipient, contract worker or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

**XXVI.Child Support Enforcement**

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

**XXVII.Public Assistance Work Program Customers**

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

**XXVIII.Drug-Free Workplace**

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

**XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery**

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all people who have unresolved findings for recovery dating back to January 1, 2001.

**XXX.Copeland “Anti-Kickback” Act**

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

**XXXI.Davis-Bacon Act**

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

**XXXII.Contract Work Hours and Safety Standards Act**

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

**XXXIII.Rights to Inventions Made Under a Contract or Agreement**

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**XXXIV.Clean Air Act**

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

**XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

**XXVI. Energy Efficiency**

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

**XXVII. Public Records**

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

**XXVIII. Procurement**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent

**Signatures:**

Jeffery Felton /s/  
Jeffery Felton, Director  
Belmont County Department of Job and Family Services  
John R. Davies /s/  
John Davies, Mayor  
City of Martin Ferry  
J. P. Dutton /s/  
J. P. Dutton, Commissioner  
Belmont County Board of Commissioners  
Jerry Echemann /s/

11/19/2025  
Date  
11/19/2025  
Date  
12/2/25  
Date  
12/2/25

Jerry Echemann, Commissioner  
Belmont County Board of Commissioners  
Vince Gianangeli /s/  
Vince Gianangeli, Commissioner  
Belmont County Board of Commissioners  
**Approved as to Form:**  
T.J. Schultz /s/  
T.J. Schultz, Assistant Prosecutor  
Belmont County Prosecutor’s Office

Date  
12/2/25  
Date  
12/3/25  
Date

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

**Whereas**, this contract, entered on the **2<sup>nd</sup>** day of **December 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and 59 Green Ltd, DBA Green Cab, (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

**I. Purpose**

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid appointments including, but not limited to: doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

**II. Parties**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075  
**Contractor:** 59 Green Ltd, DBA Green Cab  
14 Cook Drive  
Athens OH 45701  
740-200-3500

**III. Contract Period**

This contract and its terms will become effective on January 1, 2026. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2026. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional year not to exceed December 31, 2027. This is the second year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

**IV. Definitions**

Medicaid Non-Emergency Transportation (NET)  
Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.  
Allowable Costs  
Those costs which are necessary, reasonable, allocable, and allowable under applicable Federal, State, and local laws and regulations for the proper administration and performance of services to eligible clients.  
Performance  
Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting, evaluation and monitoring requirements as well as all performance standards stated herein.  
Proportional Payment  
Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the way this contract can be modified in the event of the Contractor’s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.  
Services  
Services by the Contractor under the terms of this contract include all of those outlined in Article V and include all services, performance reporting, evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.  
Ohio Administrative Code (OAC)  
The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.  
Ohio Revised Code (ORC)  
The Ohio Revised Code is the codified laws of the State of Ohio.

**V. Scope of Work**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participants as defined in OAC 5101:3-24-03. Services are not limited to the participant’s community if that service is not available in the local community.

**M. Contractor’s Responsibilities**

19. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker’s Compensation, and maintaining confidentiality.
20. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
21. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant’s medical condition and timeliness concerns.
22. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
23. The Contractor agrees to the following activities during the term of this contract:
  - a. Notify the patient within 24 hours when unable to accommodate the patient’s request; and
  - b. Track statistics of each patient. Statistics are captured as part of the Contractor’s billing roster; and
  - c. Maintain a manifest or driver’s log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding payment for services; and
  - d. The Contractor must adhere to the patient’s certification period provided by the Purchaser; and
  - e. Maintain a valid worker’s compensation policy with the Ohio Bureau of Worker’s Compensation or a private provider and provide a certificate of coverage to the Purchaser; and

- f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
    - g. The Contractor must have liability insurance on all its employees during the term of this contract.
  - 24. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
  - 25. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to [John.Regis@jfs.ohio.gov](mailto:John.Regis@jfs.ohio.gov).
  - 26. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
  - 27. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
    - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
    - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
    - c. Driver abstracts/history reports from the driver's state of licensure; and
    - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
    - e. **This information is required to be provided to the Purchaser no later than January 30, 2026. Failure to provide information in a timely manner may result in suspension of the contract terms until all information is provided.**
- N. Purchaser's Responsibilities**
- 9. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  - 10. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
  - 11. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
    - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.). and return trip to the participant's home; and
    - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
  - 12. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

**O. Service Requirements**

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

**P. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

**Q. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

The failure of the Contractor to deliver all required invoices by the time frame stated in this article may be considered a breach of this contract, thus subjecting the contract to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser's discretion.

**R. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

**VI. Billing and Payment Procedures**

- 13. The Purchaser agrees to pay the provider the following fee schedule:
  - a. \$5.60 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
  - b. \$20.00 per hour waiting time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15-minute mark, 30-minute mark, 45-minute mark and 60-minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
  - c. \$15.00 loading fee that is permissible when a participant requires hands-on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
  - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle, shall be charged at the \$5.60 per mile rate.
  - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
  - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
  - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
- 14. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.

15. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
16. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. The repayment method must be agreed upon by both parties.
17. The Purchaser may deny payment for any of the following reasons:
  - i. Failure to meet service requirements; or
  - j. Failure to meet performance standards; or
  - k. Failure to meet performance reporting requirements; or
  - l. Inaccurate or incomplete invoices.
18. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

#### **VII.Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

#### **VIII.Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a “Sampling Method”. Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month of discovery.

If repayment with one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractors agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

#### **IX. Reports and Records Retention**

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

#### **X. Warranty**

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

#### **XI. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

#### **XII.Notice**

Notice as required under this contract shall be sufficient if it is bey certified mail, return receipt requested, provided that such notice states that it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

#### **XIII.Confidentiality**

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

#### **XIV.Conflict of Interest and Disclosure**

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

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

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



**XV. Indemnification**

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

**XVI. Compliance**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

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

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

**XVII. Relationship**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual, or other liability on the Purchaser or the Belmont County Board of County Commissioners.

**XVIII. Assignments**

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

**XIX. Subcontracts**

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance, and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

**XX. Integration, Modification and Amendment**

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

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

**XXI. Termination and Breach of Contract**

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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

**XXII. Waiver**

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

**XXIII. Governing Law and Forum**

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

**XXIV. Severability**

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

**XXV. Non-Discrimination**

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

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

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

**XXVI. Child Support Enforcement**

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

**XXVII. Public Assistance Work Program Customers**

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

**XXVIII. Drug-Free Workplace**

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

**XXIX. Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery**

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all people who have unresolved findings for recovery dating back to January 1, 2001.

**XXX. Copeland “Anti-Kickback” Act**

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

**XXXI. Davis-Bacon Act**

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

**XXXII. Contract Work Hours and Safety Standards Act**

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

**XXXIII. Rights to Inventions Made Under a Contract or Agreement**

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**XXXIV. Clean Air Act**

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

**XXXV. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

**XXVI. Energy Efficiency**

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

**XXVII. Public Records**

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

**XXVIII. Procurement**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

**Signatures:**

Jeffery Felton /s/  
Jeffery Felton, Director  
Belmont County Department of Job and Family Services

John Rinaldi /s/  
John Rinaldi, Owner  
59 Green Ltd (DBA Green Cab)

J. P. Dutton /s/  
J. P. Dutton, Commissioner  
Belmont County Board of Commissioners

Jerry Echemann /s/  
Jerry Echemann, Commissioner  
Belmont County Board of Commissioners

Vince Gianangeli /s/  
Vince Gianangeli, Commissioner  
Belmont County Board of Commissioners

**Approved as to Form:**  
T.J. Schultz /s/  
T.J. Schultz, Assistant Prosecutor  
Belmont County Prosecutor’s Office

11/19/2025  
Date

11/20/2025  
Date

12/2/25  
Date

12/2/25  
Date

12/2/25  
Date

12/3/25  
Date

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

**Whereas**, this contract, entered on the **2<sup>nd</sup>** day of **December 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and IC Cab, LLC (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

**I. Purpose**

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid appointments including, but not limited to doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075

**Contractor:** IC Cab, LLC  
1113 Main Street  
Wheeling WV 26003  
304-232-1313

III. Contract Period

This contract and its terms will become effective on January 1, 2026. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2026. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional year not to exceed December 31, 2027. This is the second year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participants as defined in OAC 5101:3-24-03. Services are not limited to the participant’s community if that service is not available in the local community.

S. Contractor’s Responsibilities

- 28. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker’s Compensation, and maintaining confidentiality.
- 29. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
- 30. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant’s medical condition and timeliness concerns.
- 31. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
- 32. The Contractor agrees to the following activities during the term of this contract:
  - a. Notify the patient within 24 hours when unable to accommodate the patient’s request; and
  - b. Track statistics of each patient. Statistics are captured as part of the Contractor’s billing roster; and
  - c. Maintain a manifest or driver’s log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding payment for services; and
  - d. The Contractor must adhere to the patient’s certification period provided by the Purchaser; and
  - e. Maintain a valid worker’s compensation policy with the Ohio Bureau of Worker’s Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
  - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
  - g. The Contractor must have liability insurance on all its employees during the term of this contract.
- 33. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
- 34. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser’s Fiscal Administrator via email to [John.Regis@jfs.ohio.gov](mailto:John.Regis@jfs.ohio.gov).
- 35. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder’s conference.
- 36. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
  - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and



- b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
- c. Driver abstracts/history reports from the driver's state of licensure; and
- d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
- e. **This information is required to be provided to the Purchaser no later than January 30, 2026. Failure to provide information in a timely manner may result in suspension of the contract terms until all information is provided.**

**T. Purchaser's Responsibilities**

- 13. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
- 14. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
- 15. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
  - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.). and return trip to the participant's home; and
  - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
- 16. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

**U. Service Requirements**

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

**V. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

**W. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

The failure of the Contractor to deliver all required invoices by the time frame stated in this article may be considered a breach of this contract, thus subjecting the contract to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser's discretion.

**X. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

**VI. Billing and Payment Procedures**

- 19. The Purchaser agrees to pay the provider the following fee schedule:
  - a. \$5.60 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
  - b. \$20.00 per hour for waiting time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15-minute mark, 30-minute mark, 45-minute mark and 60-minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
  - c. \$15.00 loading fee that is permissible when a participant requires hands-on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
  - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle, shall be charged at the \$5.60 per mile rate.
  - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
  - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
  - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
- 20. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
- 21. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
- 22. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. The repayment method must be agreed upon by both parties.
- 23. The Purchaser may deny payment for any of the following reasons:
  - m. Failure to meet service requirements; or
  - n. Failure to meet performance standards; or
  - o. Failure to meet performance reporting requirements; or
  - p. Inaccurate or incomplete invoices.

24. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

**VII.Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

**VIII.Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a “Sampling Method”. Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month of discovery.

If repayment with one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractors agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

**IX. Reports and Records Retention**

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

**X. Warranty**

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

**XI. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

**XII.Notice**

Notice as required under this contract shall be sufficient if it is bey certified mail, return receipt requested, provided that such notice states that it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

**XIII.Confidentiality**

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

**XIV.Conflict of Interest and Disclosure**

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

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

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

**XV.Indemnification**

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

**XVI.Compliance**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

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

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

**XVII.Relationship**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual, or other liability on the Purchaser or the Belmont County Board of County Commissioners.

**XVIII.Assignments**

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

**XIX.Subcontracts**

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance, and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

**XX.Integration, Modification and Amendment**

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

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

**XXI.Termination and Breach of Contract**

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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

**XXII.Waiver**

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

**XXIII.Governing Law and Forum**

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

**XXIV.Severability**

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

**XXV.Non-Discrimination**

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

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

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

**XXVI.Child Support Enforcement**

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

**XXVII.Public Assistance Work Program Customers**

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

**XXVIII.Drug-Free Workplace**

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

**XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery**

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all people who have unresolved findings for recovery dating back to January 1, 2001.

**XXX.Copeland “Anti-Kickback” Act**

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

**XXXI.Davis-Bacon Act**

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

**XXXII.Contract Work Hours and Safety Standards Act**

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

**XXXIII.Rights to Inventions Made Under a Contract or Agreement**

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**XXXIV.Clean Air Act**

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

**XXXV. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

**XXVI. Energy Efficiency**

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

**XXVII. Public Records**

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

**XXVIII. Procurement**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

**Signatures:**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>11/19/2025</u> Date
<u>Tate Blanchard /s/</u> Tate Blanchard, Chief Development Officer IC Cab, LLC	<u>11/21/2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<b>Approved as to Form:</b> <u>T.J. Schultz /s/</u> T.J. Schultz, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/3/25</u> Date

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

**Whereas**, this contract, entered on the **2<sup>nd</sup>** day of **December 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and the Neff Volunteer Fire Department (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

**I. Purpose**

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid appointments including, but not limited to doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

**II. Parties**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075

**Contractor:** Neff Volunteer Fire Department  
54044 Pike Street  
Neffs OH 43940  
740-676-5563

**III. Contract Period**

This contract and its terms will become effective on January 1, 2026. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2026. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional year not to exceed December 31, 2027. This is the second year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

**IV. Definitions**

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

**V. Scope of Work**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participants as defined in OAC 5101:3-24-03. Services are not limited to the participant’s community if that service is not available in the local community.

**Y. Contractor’s Responsibilities**

- 37. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker’s Compensation, and maintaining confidentiality.
- 38. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
- 39. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant’s medical condition and timeliness concerns.
- 40. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
- 41. The Contractor agrees to the following activities during the term of this contract:
  - a. Notify the patient within 24 hours when unable to accommodate the patient’s request; and
  - b. Track statistics of each patient. Statistics are captured as part of the Contractor’s billing roster; and
  - c. Maintain a manifest or driver’s log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding payment for services; and
  - d. The Contractor must adhere to the patient’s certification period provided by the Purchaser; and
  - e. Maintain a valid worker’s compensation policy with the Ohio Bureau of Worker’s Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
  - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
  - g. The Contractor must have liability insurance on all its employees during the term of this contract.
- 42. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
- 43. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser’s Fiscal Administrator via email to [John.Regis@jfs.ohio.gov](mailto:John.Regis@jfs.ohio.gov).
- 44. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder’s conference.
- 45. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
  - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
  - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
  - c. Driver abstracts/history reports from the driver’s state of licensure; and
  - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
  - e. **This information is required to be provided to the Purchaser no later than January 30, 2026. Failure to provide information in a timely manner may result in suspension of the contract terms until all information is provided.**

**Z. Purchaser’s Responsibilities**

- 17. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department



of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.

- 18. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
- 19. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
  - a. Schedule trips from the participant’s home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.). and return trip to the participant’s home; and
  - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser’s designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
- 20. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient’s needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

**AA.Service Requirements**

The Contractor shall provide services listed under the above Contractor’s responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

**BB.Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor’s Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

**CC.Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor’s request. The Contractor may use their own billing template as long as the required information is provided.

The failure of the Contractor to deliver all required invoices by the time frame stated in this article may be considered a breach of this contract, thus subjecting the contract to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser’s discretion.

**DD.Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring responsibilities shall be considered a breach of this contract, triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration, and repayment.

**VI. Billing and Payment Procedures**

- 25. The Purchaser agrees to pay the provider the following fee schedule:
  - a. \$5.60 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
  - b. \$20.00 per hour waiting time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15-minute mark, 30-minute mark, 45-minute mark and 60-minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver’s manifest/log to support the wait time charge.
  - c. \$15.00 loading fee that is permissible when a participant requires hands-on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
  - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle, shall be charged at \$5.60 per mile rate.
  - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
  - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
  - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
- 26. The maximum amount billable under the terms of this contract period will not exceed **\$900,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
- 27. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
- 28. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. The repayment method must be agreed upon by both parties.
- 29. The Purchaser may deny payment for any of the following reasons:
  - q. Failure to meet service requirements; or
  - r. Failure to meet performance standards; or
  - s. Failure to meet performance reporting requirements; or
  - t. Inaccurate or incomplete invoices.
- 30. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

**VII.Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

**VIII.Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a “Sampling Method”. Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month of discovery. If repayment with one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractor agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

#### **IX. Reports and Records Retention**

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

#### **X. Warranty**

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

#### **XI. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

#### **XII. Notice**

Notice as required under this contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

#### **XIII. Confidentiality**

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

#### **XIV. Conflict of Interest and Disclosure**

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

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

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

#### **XV. Indemnification**

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

#### **XVI. Compliance**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

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

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

#### **XVII. Relationship**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual, or other liability on the Purchaser or the Belmont County Board of County Commissioners.

#### **XVIII. Assignments**

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

#### **XIX. Subcontracts**

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance, and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

**XX.Integration, Modification and Amendment**

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

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

**XXI.Termination and Breach of Contract**

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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

**XXII.Waiver**

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

**XXIII.Governing Law and Forum**

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

**XXIV.Severability**

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

**XXV.Non-Discrimination**

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

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

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

**XXVI.Child Support Enforcement**

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

**XXVII.Public Assistance Work Program Customers**

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

**XXVIII.Drug-Free Workplace**

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

**XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery**

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all people who have unresolved findings for recovery dating back to January 1, 2001.

**XXX.Copeland “Anti-Kickback” Act**



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

**XXXI.Davis-Bacon Act**

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

**XXXII.Contract Work Hours and Safety Standards Act**

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

**XXXIII.Rights to Inventions Made Under a Contract or Agreement**

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**XXXIV.Clean Air Act**

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

**XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

**XXVI. Energy Efficiency**

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

**XXVII. Public Records**

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

**XXVIII. Procurement**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

**Signatures:**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>11/19/2025</u> Date
<u>Michael Wallace /s/</u> Michael Wallace, President Neff Volunteer Fire Department	<u>11/19/2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli, Commissioner Belmont County Board of Commissioners	<u>12/2/25</u> Date
<b>Approved as to Form:</b> <u>T.J. Schultz /s/</u> T.J. Schultz, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/3/25</u> Date
Upon roll call the vote was as follows:	

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND REBECCA SAFKO**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16, effective January 1, 2026 through December 31, 2026, in an amount not to exceed \$41,000.00.

*Note: The contract may automatically be renewed for calendar years 2027, 2028 and 2029.*

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

**Whereas**, this contract, entered into on this **2<sup>nd</sup>** day of **December, 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that supports the activities performed under this contract.

**II PARTIES**

The parties to this agreement are as follows:

<b>Purchaser:</b>	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 740-695-1075
<b>Contractor:</b>	Rebecca Safko

1446 Iroquois Drive  
Pittsburgh, PA 15205  
740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2026. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2026. This contract is the first year of a four-year RFP period. The contract may automatically be renewed upon completion of satisfactory performance for calendar years 2027, 2028, and 2029. This contract shall not extend beyond 2029 under the current RFP standards.

IV DEFINITIONS

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

Allowable Costs

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

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises and h COG approves Area 16 policies and providers.

Performance

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

Proportional payment

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

Services

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

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2026, through December 31, 2026. At a minimum, this contract requires the Contractor to perform the following services:  
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County’s submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.
2. The contractor shall meet all service requirements of this contract.  
The contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
- 3.The contractor shall meet all performance standards included and incorporated into this document. Contractor’s failure to meet these standards will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B.The contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

C.Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties’ WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to ensure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

- F.

**Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

- VI

**AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Admin Funds (93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$41,000.00 (12-month contract). All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. This is the first year of the four-year contract period that expires on December 31, 2029. The contract amount includes an additional \$1,000.00 of CCMEP TANF Administration Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$41,000.00 during the first year. The contract amount will be increased by 2% annually for years 2-4 (calendar years 2027, 2028, and 2029) to adjust for inflation.**

- VII

**ALLOWABLE COSTS**

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

- VIII

**BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

**Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$41,000.00**

- IX

**DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, if each service is not paid for more than once.

- X

**AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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

- XI

**DISPOSITION OF ASSETS**

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

- XII

**WARRANTY**

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

- XIII

**INSURANCE**

The contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

- XIV

**NOTICE**

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

- XV

**AVAILABILITY AND RETENTION OF RECORDS**

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

- XVI

**CONFIDENTIALITY**

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

- XVII

**CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, if this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in

the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

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

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

**XVIII COMPLIANCE**

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

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

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

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

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

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

**XXXIV DAVIS-BACON ACT**

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

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX PROCUREMENT**

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

**XL SIGNATURES**

<u>Jeffery L. Felton /s/</u>	<u>11/19/2025</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>R Safko /s/</u>	<u>12/1/2025</u>
Rebecca Safko, Consultant	Date
<u>J. P. Dutton /s/</u>	<u>12/2/25</u>
J. P. Dutton, Commissioner	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>12/2/25</u>
Jerry Echemann, Commissioner	Date
Belmont County Board of Commissioners	
<u>Vince Gianangeli /s/</u>	<u>12/2/25</u>
Vince Gianangeli, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>T.J. Schultz /s/</u>	<u>12/3/25</u>
T.J. Schultz	Date
Belmont County Prosecutor	
Upon roll call the vote was as follows:	

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING AMENDMENT TO WORK ORDER NO. 001 FROM NEXTGEN COMMUNICATIONS, INC/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the amendment to Work Order No. 001 from NextGen Communications, Inc., approved on September 24, 2025, to deploy and support equipment to interconnect with the State of Ohio Emergency Service IP Network and Guardian hosted call handling equipment for Belmont County 911 as follows:

- Initial software and hardware equipment needed-\$196,608.39 (additional \$15,066)  
*Note: A better analytics software option is now available that wasn’t available before.*
- Maintenance Fees (Annual Recurring Fee)-\$44,935.04 (additional 9,285)  
*Note: Automatic call and text back for abandoned 9-1-1 calls added.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING AGREEMENT BY AND BETWEEN THE STATE  
OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES AND BELMONT COUNTY COMMISSIONERS/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreement by and between the State of Ohio, Department of Administrative Services and the Belmont County Commissioners, effective December 2, 2025 through June 30, 2027, to provide the equipment needed to connect to the state’s network for NextGen 9-1-1.

*Note: The \$17,677 cost of the equipment is being covered by the State of Ohio as part of the mitigation process. The agreement shall automatically renew at the beginning of each biennium and not terminate unless 180 days written notice is given by either party.*



**AGREEMENT BETWEEN  
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES  
AND THE BELMONT COUNTY BOARD OF COMMISSIONERS**

This AGREEMENT (the "Agreement") is made as of December 2, 2025 (the "Effective Date") by and between the State of Ohio, Office of First Responder Communications, Ohio 9-1-1 Program Office, ("the 9-1-1 Program Office"), having an office located at 4200 Surface Rd., Columbus, Ohio 43228, and the Belmont **BELMONT** County Board of Commissioners, a body politic, duly formed and existing under the laws of the State of Ohio, having its offices at [101 West Main St., St. Clairsville, Ohio 43950] (the "County"). The 9-1-1 Program Office and the County are hereinafter referred to singly as "the Party" and jointly as "the Parties."

**WHEREAS**, Ohio Revised Code Sections 128.01, *et seq.*, sets forth the requirements to implement Ohio's Next Generation 9-1-1 system; and

**WHEREAS**, the 9-1-1 Program Office implements Ohio's Next Generation 9-1-1 system; and

**WHEREAS**, the County connects to the state system, using State of Ohio call handling equipment, and receiving core services from the State of Ohio; and

**WHEREAS**, the State of Ohio has purchased the equipment listed in Attachment A (the "Equipment") and delivered the Equipment to the County, which now owns the Equipment; and

**WHEREAS**, the 9-1-1 Program Office and the County desire to enter into this agreement to memorialize each Party's responsibilities;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and the agreement herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**Section 1:      PURPOSE**

- 1.1      The Parties desire to cooperate in the operation of the State of Ohio's Next Generation 9-1-1 system.
- 1.2      The purpose of this Agreement is to set forth the duties and responsibilities of the Parties regarding the connection to the system and the operation of the System.

**Section 2:      DEFINITIONS**

- 2.1      "Last mile connection" means the connection from a 9-1-1 call center or its servers to the closest OARnet point of presence.
- 2.2      "NENA" means the National Emergency Number Association.
- 2.3      "PSAP" means a Public Safety Answering Point as defined by Section 128.01(P) of the Ohio Revised Code.

2.4 “OARnet” means the Ohio State University Department Higher Education and Academic Resources network.

2.5 The “State’s vendor” is Nextgen Communications, Inc, which is providing equipment and services to the State as it upgrades to NG Core Services. The State’s contract with Nextgen Communications, Inc. also provides pricing for purchases of equipment by Counties and/or local PSAPs that wish to utilize the State contract for these purchases.

### **Section 3: DUTIES AND RESPONSIBILITIES**

3.1 The State of Ohio is providing a statewide Next Generation 9-1-1 Core Services System (“NG Core Services”) to all PSAPS in the State of Ohio. The 9-1-1 Program Office is responsible for coordinating and managing NG Core Services. That system includes a hosted call handling solution that is available for voluntary purchase by local political subdivisions. The Next Generation core services and call handling system meet all NENA i3 standards. If the NENA standards are updated, the State of Ohio system will be updated to meet the new requirements.

3.2 NG Core Services will provide complete end-to-end IP based emergency call routing and processing. NG Core Services are configured as a geo-diverse system hosted in two data centers within the State of Ohio. Connectivity between the sites is being established and maintained by OARnet.

3.3 Each local PSAP is responsible for the last mile connection between NG Core Services and the PSAP. Each PSAP must have diverse last mile circuits and be willing to connect to diverse OARnet Points of Presence to ensure the highest level of availability of its services. In addition, the bandwidth should be a minimum of 10Mbps, with some PSAPs requiring additional bandwidth depending on call volume and the number of 9-1-1 positions. The bandwidth required for each PSAP will be specified by the State’s vendor.

Each last mile link is required to meet the specific quality of service guidelines, which include the following: packet loss shall be 1% or less and a jitter rate not to exceed 5 milliseconds with a maximum latency of 50 milliseconds.

3.4 Each PSAP will need to obtain Telecommunications Service Priority (“TSP”) codes for its last mile circuits. Purchasing the last mile links utilizing the State of Ohio’s contracts with various vendors should save cost and ensure that the link is being built to the correct network to network interface. Because the last mile links are purchased and maintained locally, the State is unable to obtain the TSP codes for a PSAP. Additional information on TSP can be found at: <https://www.cisa.gov/resources-tools/services/telecommunications-service-priority-tsp>.

3.5 State funds are available to support “last mile” connectivity to the State’s Next Generation 9-1-1 system. These funds may be used to support only non-recurring expenditures to establish the connection from the PSAP to an OARnet Point of Presence. Any PSAP that plans to request reimbursement for these costs from the State must send the 9-1-1 Program Office a quote for the covered work to be approved prior to incurring the costs.



3.6 Each PSAP will be required to have a specific router at the end of the last mile prior to connecting a legacy gateway, local call handling solution, or the State's hosted call handling solution. The router contains security to communicate with the board control devices at each data center. IP addresses will follow the State provided IP address blocks to eliminate the need for network translations. Only specific ports shall be open as defined by the State's vendor and the State of Ohio DAS network security team, and applications security will be utilized to ensure only specific data is going across any open port.

3.7 If a PSAP does not have its own IT staff or contract IT staff that can provide 24/7/365 support, the PSAP will be required to purchase an ESInet Standard or Enhanced integration bundle, and the cost of the bundle and ongoing maintenance will be the responsibility of the PSAP.

3.8 If a PSAP has its own IT Staff or contracted IT staff that can provide 24/7/365 support and can install, configure, and maintain a router, the 9-1-1 Program Office will work with that PSAP to establish the connection. The State's vendor will provide specific security information directly to the PSAP's IT staff for configuration. All maintenance and support will be from the PSAPs local IT staff.

3.9 The State of Ohio will cover the cost of the hosted call handling solution core. Each local PSAP will be responsible for the cost of each call handling position along with any needed accessories and maintenance. A county electing to utilize the State of Ohio's Guardian hosted call handling solution has the option of purchasing workstations from the cooperative purchasing agreement.

3.10 The State's vendor will work with the vendor for each PSAP that is connected to the State system, to test connectivity and ensure the configuration of call delivery. Any PSAP that utilizes a call handling solution that does not support an i3 connection will need to purchase a legacy PSAP gateway. The local PSAP is responsible for all costs associated with that PSAPs local vendor configuration and the cost of any legacy gateway.

3.11 The County shall require each PSAP to implement and maintain current network security best practices, including up to date endpoint detection security tools with behavior-detection and exploit mitigation capabilities, such as anti-virus and all appropriate security patches. Each PSAP and the County have a duty to immediately notify the State of Ohio 9-1-1 Program Office at 614.728.2114 upon discovery of any security incident that may threaten or compromise the integrity of the System.

3.12 The County acknowledges that the State of Ohio has purchased the Equipment listed in Attachment A and delivered the Equipment to the County, which is now the owner of the Equipment. The County understands that it is the County's responsibility to maintain, update, and repair the Equipment according to the manufacturer's specifications and any specifications or requirements set by the State vendor to connect to the State system.

#### **Section 4: TERM**

4.1 The term of this Agreement shall be effective as of the last date the Agreement is signed by both parties and expires on June 30, 2027. This Agreement shall automatically renew at the beginning of each State biennium (July 1 of all odd numbered years) and shall not expire until either the County or the 9-1-1 Program Office gives 180 days' written notice to the other party it intends to terminate the Agreement.

4.2 The funds necessary to meet the obligations of each Party under this Agreement are contingent upon the availability of lawful appropriations both by the Ohio General Assembly and the BELMONT County Board of Commissioners. If the General Assembly or BELMONT County fails at any time to provide or continue funding to meet any obligations due under this Agreement, this Agreement will terminate, and the Parties will conclude operations under this Agreement as if upon mutual agreement to terminate.

4.3 This Agreement may terminate upon mutual agreement by the Parties. The Parties acknowledge that in the event of termination, it may take up to 12 months to return to independent systems and that each Party will cooperate to minimize interference with public safety during this period.

4.4 If either Party is in default of its obligations under this Agreement, the non-defaulting party shall send detailed written notice concerning such default by First Class Mail to the defaulting Party. The defaulting party shall cure its default as soon as is reasonably possible. If the defaulting party fails to cure the default within 180 days, the non-defaulting Party may send a notice to terminate this Agreement upon the date specified in the notice, which date shall be not less than one year after the date of the notice.

#### **Section 5: DISPUTE RESOLUTION**

5.1 The Parties will make efforts to first resolve any dispute by resorting to higher levels of management within each government. If the disputed matter cannot be resolved by the Director of Administrative Services and the BELMONT County Board of Commissioners, the Parties may resort to courts of competent jurisdiction for resolution of the dispute. To the extent that the 9-1-1 Program office or DAS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

#### **Section 6: NOTICE**

6.1 All required notices shall be sent to the following:

Department of Administrative Services  
Office of First Responder Communications  
9-1-1 Program Office  
4200 Surface Road  
Columbus, OH 43228

BELMONT County Board of Commissioners  
101 West Main Street  
St. Clairsville, Ohio 43950

#### **Section 7: MISCELLANEOUS PROVISIONS**

7.1 This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by both the County and the 9-1-1 Program Office in writing.



7.2 Any person executing this Agreement in a representative capacity hereby states that he/she has been duly authorized by his/her director or legislative authority to execute this Agreement on such director's or legislative authority's behalf.

7.3 Each Party agrees this Agreement has been adopted and performance shall be in compliance with all applicable federal, state and local laws, regulations, circulars, rules and ordinances, and each Party represents it has enacted such resolutions and taken such actions as are required to effectuate this Agreement in accordance with applicable laws.


7.4 The Parties agree this Agreement is governed by the laws of the State of Ohio.

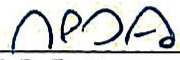
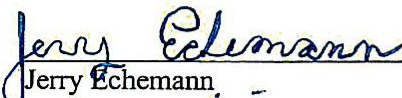
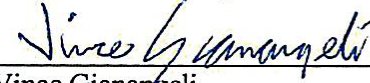
7.5 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

7.6 Each Party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.


IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date set forth below.

BELMONT COUNTY BOARD OF COMMISSIONERS, by:

APPROVED AS TO FORM:  
  
PROSECUTING ATTORNEY

  
J. P. Dutton  
  
Jerry Echemann  
  
Vince Gianangeli  
Date: 12/2/25

Department of Administrative Services  
Office of First Responder Communications  
9-1-1 Program Office, by:

  
Kathleen C. Madden, Director of Department of Administrative Services, or her designee  
Date: 12/8/2025

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING THE PROPOSAL FROM OMNI STRATEGIC TECHNOLOGIES/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Omni Strategic Technologies for IT Services at Belmont County 9-1-1, in the monthly amount of \$3,488.00 and \$510.00 for implementation and onboarding, based upon the recommendation of Director Bryan Minder.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**OPEN PUBLIC FORUM**-Gage Vota, Times Leader, asked if the 9-1-1 Code Red System is still down. Mr. Dutton said a secondary system is in place right now.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:41 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception. Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:37 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 2:37 p.m. Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said there are motions to be considered as a result of executive session.

**IN THE MATTER OF HIRING LANCE RICE,  
FULL-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Lance Rice, full-time Nutrition Driver at Senior Services of Belmont County, effective December 11, 2025.  
*Note: This is a replacement position.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF HIRING JODI VINCENT,  
PART-TIME CENTER ASSISTANT/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Jodi Vincent, part-time Center Assistant at Senior Services of Belmont County, effective December 8, 2025.  
*Note: This is a replacement position.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:38 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 2:38 p.m. Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Read, approved and signed this 10th day of December, 2025.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Vince Gianangeli /s/

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK