

St. Clairsville, Ohio

January 21, 2026

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, 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. Echemann, seconded by Mr. Gianangeli 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 \$679,475.09

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0070-A012-A10.000 Other Expenses	\$50,000.00

K00 MOTOR VEHICLE AND GASOLINE TAX

FROM	TO	AMOUNT
E-2811-K000-K07.000 Expenses	E-2811-K000-K10.000 Other Expenses	\$250.00

L01 SOIL CONSERVATION

FROM	TO	AMOUNT
E-1810-L001-L11.013 PERS	E-1810-L001-L14.000 Other Expenses	\$3,000.00

N22 WWS CAPITAL IMPROVEMENTS

FROM	TO	AMOUNT
E-9022-N022-N04.055 Projects	E-9022-N022-N19.000 Materials	\$100,000.00

S55 TARGETED COMM ALTERN TO PRISON

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S03.000 Co. Ct Expenses	\$12,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salary	R-0040-A000-A47.574 Transfers In	\$4,944.12

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli 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:

JANUARY 6, 2026

N54 COURTHOUSE PLAZA IMPROVEMENT

E-9054-N054-N06.010	Contract Services	\$100,000.00
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P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P02.011	Contract Services	\$100,000.00
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JANUARY 20, 2026

A00 GENERAL FUND

E-0111-A001-E02.002	Salaries	\$4,944.12
E-0131-A006-A20.000	Other Exp-False Alarm Fees	\$726.13
E-0131-A006-A23.000	Sheriff’s Background Checks	\$2,470.00
E-0131-A006-A24.000	E-SCORN Expense Fund	\$4,979.59
E-0131-A006-A26.000	Sherrif’s K-9 Account	\$1,633.67
E-0131-A006-A27.000	Sherrif’s Dive Team Account	\$2,356.00
E-0131-A006-A28.000	Sherrif’s Shop W/A Cop Account	\$5,664.32
E-0131-A006-A32.000	Warrant Fee Sheriff’s Account	\$30,149.84
E-0181-A003-A11.000	Other Expenses	\$2,210.79

B00 DOG & KENNEL FUND

E-1600-B000-B11.000	Other Expenses	\$140.50
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K00 MOTOR VEHICLE AND GASOLINE TAX

E-2812-K000-K15.011	Contract Services	\$21,784.50
E-2813-K000-K16.013	Contract Projects	\$11,310.00

L01 SOIL CONSERVATION

E-1810-L001-L01.002	Salaries	\$40,000.00
E-1810-L001-L02.010	Supplies	\$5,000.00
E-1810-L001-L05.011	Contract Services	\$5,000.00
E-1810-L001-L11.003	PERS	\$5,000.00
E-1810-L001-L13.005	Medicare	\$5,000.00
E-1810-L001-L14.000	Other Expenses	\$25,000.00

M60 CARE AND CUSTODY-JUC COURT

E-0400-M060-M25.002	Salaries	\$31,500.00
E-0400-M060-M26.003	PERS	\$6,000.00

E-0400-M060-M27.005	Medicare	\$460.00
E-0400-M060-M29.008	Insurances	\$5,089.54
<u>N03 FEMA PROJECTS ENGINEERS</u>		
E-9003-N003-N04.055	Contract Services-Construction	\$4,498.00
<u>N14 SSD CAPITAL IMPROVEMENTS</u>		
E-9014-N014-N05.055	Contract Projects	\$108,876.48
<u>S12 PORT AUTHORITY</u>		
E-9799-S012-S07.000	Professional Services	\$12,165.75
<u>S30 OAKVIEW JUV REHABILITATION</u>		
E-8010-S030-S40.000	Grant Holding Account	\$304,443.34
E-8010-S030-S51.002	Salaries	\$188,852.47
E-8010-S030-S54.000	Food	\$5,260.39
E-8010-S030-S67.004	Workers’ Compensation	\$17,954.10
<u>S32 OAKVIEW JUV ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$683.02
<u>S86 NORTHERN CT-GEN SPEC PROJECTS</u>		
E-1561-S086-S01.002	Salaries	\$55,809.52
E-1561-S086-S02.003	PERS	\$9,166.83
<u>S88 WESTERN CRT-GEN SPEC PROJECTS</u>		
E-1551-S088-S01.002	Salaries	\$64,976.35
<u>W80 PROSECUTOR’S-VICTIM PROGRAM</u>		
E-1511-W080-P01.002	Salaries	\$4,944.12

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR NOVEMBER AND DECEMBER 2025

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for

Hospitalization Chargebacks for the months of November and December 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	1,449.28
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	19,628.72
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	179,669.10
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	189,954.97
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,628.72
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	61,049.40
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,886.84
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	64,155.66
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	6,298.85
E-2238-F090-F01.002	Publc Health WorkForce (WF)	R-9891-Y091-Y01.500	652.18
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	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,455.31
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	650.04
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,473.58
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,944.62
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	903.03
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	1,910.12
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	1,959.02
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,812.65
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	282.93
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	5.17

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			967,193.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR DECEMBER 2025

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the
Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of December 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,460.96
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	252.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,047.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,072.89
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,610.18
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	0.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,203.88
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,725.86
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,079.90
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	9,678.25
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	13,463.57
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,621.87
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	698.07
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,274.88
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.78
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,283.58
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,976.85
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,080.03
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	11,317.21
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,832.14
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	31,602.31
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,010.26
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,567.18
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,438.83
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,240.00
BD OF ELECT/EMPTY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,834.46
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	17.50
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	254.91
			139,990.01
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,083.73
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,928.61
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	670.05
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	319.50
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	631.64
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	333.45
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	785.42
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	174.35
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	373.52
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	468.94

COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	0.00
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	337.01
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,459.29
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	60.12
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	0.00
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	70.82
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,486.07
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,971.24
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,327.58
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,702.82
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	17,387.63
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,516.20
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,993.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	515.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,027.98
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	0.00
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,077.68
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	22,693.95
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,238.05
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,723.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	20,395.49
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	12,404.73
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,551.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	2,335.73
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,209.92
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	49,366.43
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	25,513.83
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	551.82
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	0.00
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,811.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	623.62
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	601.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	601.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,226.91
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	371.90
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	100.80
			404,645.73

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to execute payment of Then and Now Certification dated January 14, 2026, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton Yes

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:
DJFS-Lori O’Grady to Columbus, OH, on February 1-3, 2026, to attend the OHPELRA Conference. Estimated expenses: \$1,074.25. Nichole Couch to Sugarcreek, OH, on March 24-27, 2026, to attend the Eastern Ohio Leadership Conference. Estimated expenses: \$712.70.
SSOBC-Senior Center employees to Triadelphia and Wheeling, WV, on February 11, 2026, for a senior outing. A county vehicle will be used for travel. *Note: In the event of unfavorable weather conditions, the date will change to February 25, 2026.*
TREASURER-Kathy Kelich to Columbus, OH, on various dates to attend the Ohio Land Bank Association Board of Directors’ meetings.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 14, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING MAYA BEAIRD AS,
PART-TIME RECORDS ASSISTANT/RECORDS DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Maya Beaird as part-time Records Assistant at the Belmont County Records Department, effective January 26, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENT TO THE BELMONT
COUNTY PUBLIC DEFENDER COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to reappoint Mr. Glenn D. Giffin to the Belmont County Public Defender Commission, for a four-year term, effective February 12, 2026 through February 12, 2030.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTES FROM WAYNE GARAGE DOOR
SALES & SERVICE, INC/JUVENILE AND PROBATE COURT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the quotes from Wayne Garage Door Sales & Service, Inc., in the total amount of \$34,652.51, for security updates for the Belmont County Juvenile and Probate Court reception area and offices.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH
POPA CONSULTING, LLC/ENGINEERS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$40,000.00 for the 2026 full bridge inspection program for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid for from the Engineer's MVGT funds.



AGREEMENT

This agreement entered at St. Clairsville, Ohio, this day of Jan. 21, 2026, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2026 including:

1. Physical inspection of approximately 279 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector's Training Seminar.
2. Provide fracture critical inspections at arms length for 8 trusses and 2 girders on the County's inventory.
3. Enter all the inspection data into the ODOT Assetwise Management System (AWAR). No paper inspections forms will be submitted.
4. **Review and revision of inventory information where required due to repairs or rehabilitation. Complete the remaining inventory items that do not transfer into the new SNBI from the ODOT inventory.**
5. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
6. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
7. Provide photographs for all structures for the county files.
8. **Continue to update scour assessments to all NBI structures (> 20' span, 156 structures)**



CLAUSE II - WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2026.

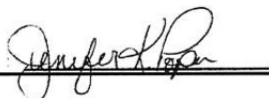
CLAUSE III - PRIME COMPENSATION


The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:
Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2026, with a lump sum compensation that shall not exceed Forty Thousand Dollars, \$40,000.00.

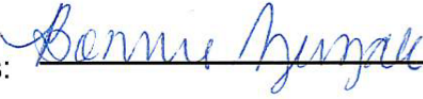
Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.


Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

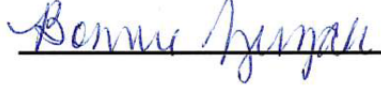
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

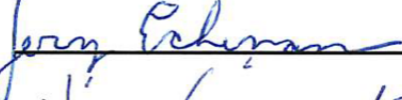
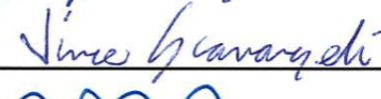
Witness: 

POPA CONSULTING, LLC
By: 
Title: Principle/CEO

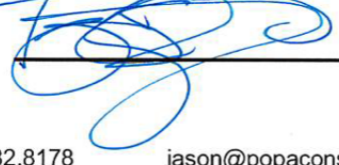
Witness: 

BELMONT COUNTY ENGINEER
By: 

Witness: 

BELMONT COUNTY COMMISSIONERS
By: 

POPA

Approved as to form

BELMONT COUNTY PROSECUTOR
By: 

5630 Bonnie Lou Drive, New Franklin, OH 44319 330.882.8178 jason@popaconsulting.com

Upon roll call the vote was as follows:

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

AGREEMENT WITH NATURION EAST II, LLC/ENGINEERS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Naturion East II, LLC, effective January 21, 2026, for the use of 5.08 miles of CR128 (Boston Road) for construction activity.
Note: Bond #5890641 for \$1,854,000 is on file.

BELMONT COUNTY
ROADWAY USE AND MAINTENANCE AGREEMENT
FOR STREAM CONSTRUCTION PROJECT

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and

Naturion East II, LLC (dba Naturion)

Operator Name, whose address is,

34 E College Ave, Westerville, OH 43081

Operator Address

(Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within (CHECK ALL THAT APPLY)

<input type="checkbox"/> Colerain Township	<input type="checkbox"/> Flushing Township	<input type="checkbox"/> Goshen Township
<input type="checkbox"/> Kirkwood Township	<input type="checkbox"/> Mead Township	<input type="checkbox"/> Pease Township
<input type="checkbox"/> Pultney Township	<input type="checkbox"/> Richland Township	<input type="checkbox"/> Smith Township
<input checked="" type="checkbox"/> Somerset Township	<input type="checkbox"/> Union Township	<input type="checkbox"/> Warren Township
<input type="checkbox"/> Washington Township	<input type="checkbox"/> Wayne Township	<input type="checkbox"/> Wheeling Township
<input type="checkbox"/> York Township		

in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the developer of a stream restoration project and intends to construct the Chappell Mitigation Bank [**Chappell Mitigation Bank**] (hereafter collectively referred to as “stream restoration site”) located in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 5.08 miles of Boston Road – CR 128 for the purpose of ingress to and egress from the Chappell Mitigation Bank, for traffic necessary for the purpose of constructing the stream restoration at the Chappell Mitigation Bank (hereinafter referred to collectively as “Construction Activity”); and

WHEREAS, the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Construction Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Construction Activity, prior to the start of Construction Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of Boston Road - CR 128, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 379 and Boston Road – CR 128. It is understood and agreed that the Operator shall not utilize any of the remainder of Boston Road - CR 128 for any of its Construction Activities hereunder.
2. The portion of Boston Road - CR 128 to be utilized by Operator hereunder, is that exclusive portion ending at 39.876448, -81.184947 wherein Operator's site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of Boston Road - CR 128, for any of its Construction Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Construction Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Construction Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. At such time as the Operator might discontinue operating vehicles on the said roads and bridges and their appurtenances, the Operator shall send written notice to the Authority (the "Discontinued Operations Notice"). As soon as possible after receipt of the Discontinued Operations Notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Construction Activity shall be identified and thereafter completed by the Operator to ensure the roads are at least returned to the condition they were in prior to the Operator's use for its Construction Activity, at Operator's sole expense. In the event that the Authority determines the Operator has obligations under this Agreement, the Authority shall give written notice to the Operator within forty-five (45) days of receiving the Discontinued Operations Notice. Following completion of all restoration work, if required, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Construction Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 1,854,000 & 00/100 DOLLARS, 364,960 & 63/100 DOLLARS per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be

solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on JAN. 21, 2026.

Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for Chappell Mitigation Bank.

Authority

Operator

By: JPDA
J. P. Dutton
Belmont County Commissioner

By: Justin Mondshine

By: Jerry Echemann
Jerry Echemann
Belmont County Commissioner

Printed name: Justin Mondshine

By: Vince Gianangeli
Vince Gianangeli
Belmont County Commissioner

Company Name: Naturion East II, LLC

By: Terry D. Lively
Terry D. Lively, P.S., P.E.
Belmont County Engineer

Title: Chief Investment Officer

Dated: 1/21/26

Dated: January 14, 2026

T.J. Schultz
Approved as to Form:
T.J. Schultz
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR PAM JACKSON/BELOMAR

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Donald and Karina Heath, for a mortgage deed dated March 13, 2000, as recorded in Volume 763 pages 941-943 in the Belmont County Recorder’s Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated March 13, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 763 at pages 941-943 and executed by Donald and Karina Heath to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

Date _____
By: Jerry Echemann /s/
Jerry Echemann, President
Vince Gianangeli /s/
Vince Gianangeli
J. P. Dutton /s/
J. P. Dutton

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ADDENDUM TO THE SCHOOL RESOURCE OFFICER (SRO) CONTRACTS BETWEEN BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF’S OFFICE AND BELMONT-HARRISON JOINT VOCATIONAL SCHOOL DISTRICT, BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT AND SWITZERLAND OF OHIO LOCAL SCHOOL DISTRICT FOR THE 2025-2026 SCHOOL YEAR

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the addendum to the School Resource Officer (SRO) contracts between the following schools, the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2025-2026 school year:

- Belmont -Harrison Joint Vocational School District
- Bridgeport Exempted Village School District
- Switzerland of Ohio Local School District

Note: The addendums were done to reflect the new wage and hospitalization amounts for 2026.

**ADDENDUM
BELMONT COUNTY SHERIFF’S OFFICE
2025-2026 CONTRACT WITH
BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT**

This **ADDENDUM**, executed on the date indicated below, modifies that certain Contract between the Bridgeport Exempted Village School District and the Sheriff of Belmont County, Ohio, for the purpose of providing a School Resource Officer (SRO) to serve in the school district.

WHEREAS, in the Contract, the parties understood and agreed that the costs for wages and hospitalization included in said Contract as Attachment A would be revised once Belmont County’s 2026 group insurance rates were known and union negotiations between the Sheriff’s Office and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc., had concluded.

NOW THEREFORE, the new costs for wages and hospitalization insurance have been established, and the undersigned parties to the Contract hereby agree to amend said Contract as follows:

NOTWITHSTANDING any provision to the contrary in said Contract: Attachment A, attached hereto, shall replace and supersede the Attachment A originally contained in said Contract. Attachment A has now been revised to reflect the changes in wages and hospitalization insurance costs that became effective January 1, 2026.

No other provision shall be affected by this Addendum, and all other provisions contained therein shall remain in full force and effect.

This Addendum was executed by each party on the dates indicated below.

[THIS SPACE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]

**BRIDGEPORT EXEMPTED
VILLAGE SCHOOL DISTRICT**

By: _____
By: _____
Date: _____
BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
Jerry Echemann, President

Vince Gianangeli /s/
Vince Gianangeli, Vice President
J. P. Dutton /s/
J. P. Dutton
Date: 1/21/26

BELMONT COUNTY SHERIFF
By: James Zusack /s/

Date: 01/15/26

**ADDENDUM
BELMONT COUNTY SHERIFF’S OFFICE
2025-2026 CONTRACT WITH
BELMONT-HARRISON JOINT VOCATIONAL SCHOOL DISTRICT**

This **ADDENDUM**, executed on the date indicated below, modifies that certain Contract between the Belmont-Harrison Joint Vocational School District and the Sheriff of Belmont County, Ohio, for the purpose of providing a School Resource Officer (SRO) to serve in the school district.

WHEREAS, in the Contract, the parties understood and agreed that the costs for wages and hospitalization included in said Contract as Attachment A would be revised once Belmont County’s 2026 group insurance rates were known and union negotiations between the Sheriff’s Office and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc., had concluded.

NOW THEREFORE, the new costs for wages and hospitalization insurance have been established, and the undersigned parties to the Contract hereby agree to amend said Contract as follows:

NOTWITHSTANDING any provision to the contrary in said Contract: Attachment A, attached hereto, shall replace and supersede the Attachment A originally contained in said Contract. Attachment A has now been revised to reflect the changes in wages and hospitalization insurance costs that became effective January 1, 2026.

No other provision shall be affected by this Addendum, and all other provisions contained therein shall remain in full force and effect.

This Addendum was executed by each party on the dates indicated below.

[THIS SPACE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]

**BELMONT-HARRISON JOINT
VOCATIONAL SCHOOL DISTRICT**

By: _____
By: _____
Date: _____
BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
Jerry Echemann, President

Vince Gianangeli /s/
Vince Gianangeli, Vice President
J. P. Dutton /s/

BELMONT COUNTY SHERIFF
By: James Zusack /s/

Date: 01/15/26

J. P. Dutton
Date: 1/21/26

ADDENDUM
BELMONT COUNTY SHERIFF’S OFFICE
2025-2026 CONTRACT WITH
SWITZERLAND OF OHIO LOCAL SCHOOL DISTRICT

This ADDENDUM, executed on the date indicated below, modifies that certain Contract between the Switzerland of Ohio Local School District and the Sheriff of Belmont County, Ohio, for the purpose of providing a School Resource Officer (SRO) to serve in the school district.

WHEREAS, in the Contract, the parties understood and agreed that the costs for wages and hospitalization included in said Contract as Attachment A would be revised once Belmont County’s 2026 group insurance rates were known and union negotiations between the Sheriff’s Office and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc., had concluded.

NOW THEREFORE, the new costs for wages and hospitalization insurance have been established, and the undersigned parties to the Contract hereby agree to amend said Contract as follows:

NOTWITHSTANDING any provision to the contrary in said Contract: Attachment A, attached hereto, shall replace and supersede the Attachment A originally contained in said Contract. Attachment A has now been revised to reflect the changes in wages and hospitalization insurance costs that became effective January 1, 2026.

No other provision shall be affected by this Addendum, and all other provisions contained therein shall remain in full force and effect.

This Addendum was executed by each party on the dates indicated below.

[THIS SPACE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]

SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT

By: _____
By: _____
Date: _____
BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/ _____
Jerry Echemann, President

Vince Gianangeli /s/ _____
Vince Gianangeli, Vice President
J. P. Dutton /s/ _____
J. P. Dutton
Date: 1/21/26

BELMONT COUNTY SHERIFF
By: James Zusack /s/ _____

Date: 01/15/26

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID AND ENTERING INTO AGREEMENT
FOR HOMEMAKER AND PERSONAL CARE SERVICES/ SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to award the bid and enter into the Agreement for Purchase of Performance of Services with the following providers, on behalf of Senior Services of Belmont County, for Homemaker/Personal Care Services effective March 1, 2026 through February 28, 2027 (with option to renew), based upon the recommendation of Lisa Kazmirski, Executive Director:

PROVIDER	HOURLY RATE
Addus Healthcare, Inc., dba Addus HomeCare	\$29.00 per hour
Just Right Homecare, Inc.	\$29.00 per hour

BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services

March 1, 2026– February 28, 2027 (with Option to renew additional year)

This contract (“Contract”) is entered into as of the 1st day of **March, 2026**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSOBC”) and Addus Healthcare, Inc. d/b/a Addus HomeCare (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1.

PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2026 through February 28, 2027, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.
2.

PARTIES

The parties to this Contract are as follows:

Purchaser:

The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor:

Addus Healthcare, Inc. d/b/a Addus HomeCare
801 Warrenville Road, Suite 800
Lisle, IL 602532-1765
3.

CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2026 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2027, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2027. The renewal or extension may not extend beyond February 29, 2028.
4.

SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01. To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples (but not limited to) of components of a homemaker service are:
 - a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
 - b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor’s personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
 - c. Routine transportation tasks: Performing an errand outside of the presence of the Client (“consumer”) (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living (“ADL’S) and instrumental activities of daily living (“IADL’s). Examples (but not limited to) of components of personal care service are:

- a. Tasks that are components of a personal care service; if the tasks are specified in the Client’s consumer’s care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client’s family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL’s and IADL’s; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client’s home, with the exception of routine transportation tasks.

With Purchaser’s permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.’s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract.

Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC’ permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County. Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor’s personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser’s designee.

6. ALLOWABLE COSTS

- Purchaser will reimburse only for those costs authorized pursuant to this Contract.
7. **BILLING, PAYMENT AND COSTS**
Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.
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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.
Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.
The following cost schedule is based upon performing the services herein described.
Purchaser will pay twenty-eight dollars and ninety-six cents (\$28.96) per each one hour of service to a client.
The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.
8. **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, as long as each service is not paid for more than once.
9. **AUDIT RESPONSIBILITY AND REPAYMENT**
Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this Contract.
Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.
10. **INTELLECTUAL PROPERTIES**
Contractor’s client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor’s property when term of this Contract expires.
Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.
11. **WARRANTY**
Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
12. **INSURANCE**
Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.
13. **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 a formal notice related to this Contract.
14. **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 Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.
15. **CONFIDENTIALITY**
Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this Contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this Contract is prohibited.
To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.
16. **CONFLICT OF INTEREST AND DISCLOSURE**
Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor’s performance of services under this Contract and does not violate 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 Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser’s officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.
Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this Contract, Purchaser may exercise any of its rights under this Contract including termination, cancellation, rescission, remuneration, repayment, and modifications.
Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.
17. **COMPLIANCE**
Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser’s policy in the performance of work under this Contract.

- Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees.
- Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.
- And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractors compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:
- Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;
- Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;
- Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;
- Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and
- Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.
18. **RELATIONSHIP**
Nothing in this Contract is intended, or shall be interpreted, to constitute a partnership, association, or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent Contractor without the right or authority to impose tort, contractual, or any other liability on Purchaser or Belmont County.
19. **ASSIGNMENTS**
Contractor shall not assign this Contract without express, prior, written approval of Purchaser.
20. **SUBCONTRACTS**
Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this Contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this Contract.
21. **INTEGRATION, MODIFICATION, AND AMENDMENT**
This Contract incorporates the ITB that resulted in this Contract and Contractor’s Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2024 are governed by this Contract.
Any modification or amendment to this Contract shall be done in writing executed by all parties to this Contract, including any modification involving proportional payment for services performed below the standards stated in this Contract.
22. **TERMINATION**
This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.
23. **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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.
24. **WAIVER**
Any waiver of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.
25. **INDEMNIFICATION**
Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party’s officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.
26. **GOVERNING LAW AND FORUM**
This Contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this Contract shall be filed in the courts of Belmont County, Ohio when possible.
27. **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.
28. **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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka “HIPAA”); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.
During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. **CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. **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 Belmont County’s Ohio Works First customers.

31. **DRUG-FREE WORKPLACE**

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

32. **COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. **DAVIS-BACON ACT**

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

34. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with applicable provisions of 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.

35. **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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. **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).

37. **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).

38. **COPYRIGHTS AND RIGHTS IN DATA**

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

39. **PATENT RIGHTS**

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. **PROCUREMENT**

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

41. **COOPERATION IN STATE AND FEDERAL PROGRAMS**

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBOC’s efforts to qualify the County’s homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page to follow:

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBOC

<u>Jerry Echemann /s/</u>	<u>1/21/26</u>
Jerry Echemann, President	Date
Belmont County Commissioners	

<u>J. P. Dutton /s/</u>	<u>1/21/26</u>
J.P. Dutton	Date
Belmont County Commissioner	

<u>Vince Gianangeli /s/</u>	<u>1/21/26</u>
Vince Gianangeli	Date
Belmont County Commissioner	

<u>Lisa Kazmirski /s/</u>	<u>1/21/26</u>
Lisa Kazmirski, Executive Director	Date
Senior Services of Belmont County	

FOR ADDUS HEALTHCARE, INC. d/b/a ADDUS HOMECARE

<u></u>	<u></u>
	Date

APPROVED AS TO FORM

<u>Belmont County Prosecutor</u>	<u></u>
	Date

BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services

March 1, 2026– February 28, 2027 (with Option to renew additional year)

This contract (“Contract”) is entered into as of the **1st day of March, 2026**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and Just Right Homecare, Inc. (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2026 through February 28, 2027, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Just Right Homecare, Inc.
2197 National Road
Wheeling, WV 26003

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2026 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2027, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2027. The renewal or extension may not extend beyond February 29, 2028.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01. To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples (but not limited to) of components of a homemaker service are:
 - a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
 - b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor’s personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
 - c. Routine transportation tasks: Performing an errand outside of the presence of the Client (“consumer”) (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living (“ADL’S) and instrumental activities of daily living (“IADL’s). Examples (but not limited to) of components of personal care service are:

- a. Tasks that are components of a personal care service; if the tasks are specified in the Client’s consumer’s care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client’s family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL’s and IADL’s; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client’s home, with the exception of routine transportation tasks.

With Purchaser’s permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.’s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract.

Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5.

Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.

Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.

Contractor may not contract with the Clients for other services without SSBOC’ permission.
- C.

Purchaser Responsibilities

1.

The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.

2.

The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.

3.

Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.
5.

AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County. Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

the use of the Belmont County levy funds; and/or

the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor’s personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser’s designee.
6.

ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.
7.

BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay twenty-nine dollars (\$29.00) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8.

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, as long as each service is not paid for more than once.

9.

AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this Contract.

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

10.

INTELLECTUAL PROPERTIES

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

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11.

WARRANTY

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

12.

INSURANCE

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

13.

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 a formal notice related to this Contract.

14.

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 Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15.

CONFIDENTIALITY

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

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this Contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this Contract and does not violate 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 Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

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

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

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this Contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractors compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. RELATIONSHIP

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

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this Contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this Contract.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2024 are governed by this Contract.

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

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. **GOVERNING LAW AND FORUM**

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

27. **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.

28. **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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. **CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. **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 Belmont County's Ohio Works First customers.

31. **DRUG-FREE WORKPLACE**

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

32. **COPELAND "ANTI-KICKBACK" ACT**

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. **DAVIS-BACON ACT**

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

34. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with applicable provisions of 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.

35. **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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. **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).

37. **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).

38. **COPYRIGHTS AND RIGHTS IN DATA**

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

39. **PATENT RIGHTS**

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

40. **PROCUREMENT**

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

41. **COOPERATION IN STATE AND FEDERAL PROGRAMS**

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBOC’s efforts to qualify the County’s homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page to follow:

SIGNATURES:
FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBOC

<u>Jerry Echemann /s/</u>	<u>1/21/26</u>
Jerry Echemann, President	Date
Belmont County Commissioners	
<u>J. P. Dutton /s/</u>	<u>1/21/26</u>
J.P. Dutton	Date
Belmont County Commissioner	
<u>Vince Gianangeli /s/</u>	<u>1/21/26</u>
Vince Gianangeli	Date
Belmont County Commissioner	
<u>Lisa Kazmirski /s/</u>	<u>1/21/26</u>
Lisa Kazmirski, Executive Director	Date
Senior Services of Belmont County	
FOR JUST RIGHT HOMECARE, INC.	

APPROVED AS TO FORM

<u>Belmont County Prosecutor</u>	<u>Date</u>
Upon roll call the vote was as follows:	
Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Lisa Kazmirski, SSOBC Executive Director, said about 100 seniors use this service per month. The service covers about 1-2 hours per week of daily living activities and approximately \$120,000 was spent last year.

IN THE MATTER OF ADOPTING RESOLUTION DECLARING AN
EMERGENCY SITUATION IN REGARD TO BELMONT-HARRISON
JUVENILE DISTRICT’S RECENT PROBLEMS WITH SEWER LINES

Motion made by Mr. Echemann to adopt the following:

RESOLUTION

WHEREAS, Ohio Revised Code Section 307.86(A)(2) empowers the Belmont County Commissioners to exempt from competitive bidding when a situation arises that is determined to be a real and present emergency; and
WHEREAS, the Belmont County Commissioners have deliberated over the present situation concerning the Belmont-Harrison Juvenile District’s recent problems with sewer lines that require immediate attention; and
WHEREAS, the Belmont County Commissioners do hereby determine that a real and present emergency exists due to the threat of actual physical disaster to the structure and the health hazards of the situation, and
NOW, THEREFORE; BE IT RESOVED, that the Belmont County Commissioners do hereby declare that the situation at the Belmont-Harrison Juvenile District is determined to be a real and present emergency and authorize Scott Larkin, Facilities Director, to advance with the necessary steps to take the preventative measures necessary to correct the situation.

Mr. Gianangeli seconded the foregoing resolution and upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE CONSTRUCTION PROPOSAL
FROM H.E. NEUMANN CO/BELMONT-HARRISON JUVENILE DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the construction proposal from H.E. Neumann Co., in the amount of \$132,925.00, for sewer repair at Belmont-Harrison Juvenile District.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING CHANGE ORDER NO. 11
TO THE OWNER-CONTRACTOR AGREEMENT WITH GRAE-CON CONSTRUCTION, INC. FOR
THE RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners of Belmont County, Ohio (the “Board”) is undertaking the Records Building and Health Department Building Project (the “Project”); and

WHEREAS, the Board previously awarded the Owner-Contractor Agreement for the Project to Grae-Con Construction, Inc. (“Contractor”) pursuant to all applicable law in an amount not to exceed \$10,694,075.00 and authorized the execution of Change Orders No. 1-10, which increased the Contract Sum from \$10,694,075.00 to \$11,073,146.03; and

WHEREAS, the Board identified a need to add additional site work related to Phase 2 and Phase 3 of the Project (“Additional Work”). The Additional Work does not constitute a cardinal change to the Agreement, in that it is not conceptually separate and independent from the original scope of the Project, and as such, is not required to be independently procured; and

WHEREAS, the Contractor has provided pricing for the Additional Work in an amount of \$4,948,072.00; and

WHEREAS, the County Administrator recommends the Board approve a Change Order No. 11 for the Additional Work and authorize the County Administrator, working with legal counsel, to negotiate and execute Change Order No. 1 in an amount not to exceed \$4,948,072.00. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:

Section 1. Based on the information provided, the Board authorizes the County Administrator, working with legal counsel, to negotiate and execute Change Order No. 11 for the Project in an amount not to exceed \$4,948,072.00.

Upon roll call the vote was as follows:

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

Mr. Echemann introduced Senator Brian Chavez. Senator Brian Chavez said, “We did transformational and history energy legislation earlier in the year that is getting national and international attention. What that did is we basically said ‘We want you to come build your power plants here. Come build your generation here, because we feel like it all begins with electrons and as soon as you get the electrons, you’re going to

attract industry. I think the Ohio River is wildly underutilized, so we established the Ohio River Commission, and we funded it in the operating budget.” Senator Chavez added, “The Public Utilities Commission of Ohio said they have gotten more activity since we’ve done that legislation than they have in the last decade or two. The other thing that we did is we fundamentally changed how Ohio electric rates were set, so the Public Utilities did not have to come in for a full-blown rate case on a frequent basis. They were able to add project riders there under bill. And do they didn’t have to go through the full rate-making process during those rider processes. So we said no, you have to come in every three years. You can project for the next three years, but you have to come in every single year and true up, you know, what did you use? And if you didn’t use all the money that you were projected, you have to give a refund to the ratepayers.” He added this way is more transparent. Senator Chavez said “We’re behind the energy curve right now, and it’s going to take a while for us to catch up. So that’s one other thing I’ve done on the energy front. I was out at PJM, our regional transmission organization, the grid that functionally operates over 13 states, and met with their headquarters, and we’re actually creating a coalition that Ohio is going to lead of what I’m calling the power five. So it’s going to be legislators from Ohio, Pennsylvania, West Virginia, Kentucky and Indiana. As a power producing five states, I think that we’re going to have a lot more influence and a lot more conversation with PJM.” Senator Chavez said he will be focused on energy in Ohio in 2026.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:45 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, Belmont County Prosecutor Kevin Flanagan and Attorney Brian Butcher, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and discipline of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:06 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 1:06 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is one motion to be considered as a result of executive session.

**IN THE MATTER OF APPROVING THE PROMOTION
OF TRENT MCINTIRE, FULL-TIME UTILITY WORKER I
TO FULL-TIME EQUIPMENT OPERATOR I**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the promotion of Trent McIntire, full-time Utility Worker I to full-time Equipment Operator I, effective January 25, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:07 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 1:07 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of January, 2026.

Vince Gianangeli /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

We, Vince Gianangeli and Bonnie Zuzak, Vice-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.

Vince Gianangeli /s/ VICE-PRESIDENT

Bonnie Zuzak /s/ CLERK