

St. Clairsville, Ohio

July 8, 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 Jessica Koller, Assistant Clerk.

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 \$1,357,694.47

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:

1000 GENERAL FUND

FROM	TO	AMOUNT
1000-310-32-520002 Other Expenses	1000-310-32-520004 Clothing	\$35,000.00

2222 TARGETED COMMALTERN TO PRISON

FROM	TO	AMOUNT
2222-320-32-525001 Grant Expenses	2222-320-32-510101 Salary Employees	\$1,000.00

2229 PROB CRT CONDUCT BUSNSS FND

FROM	TO	AMOUNT
2229-220-31-510101 Salary Employees	2229-220-31-525900 Other Expenses	\$37,425.00

2234 PLACEMENT SERVICES-JUVENILE CT

FROM	TO	AMOUNT
2234-230-31-510101 Salary Employees	2234-230-31-510200 Fringe Benefits	\$5,000.00
2234-230-31-510101 Salary Employees	2234-230-31-510201 PERS	\$5,000.00

8380 OAKVIEW JUV RHABILITATION

FROM	TO	AMOUNT
8380-380-32-510220 Workers Comp	8380-380-32-535000 Other Expenses	\$2,008.52
8380-380-32-510221 Unemployment Compensation	8380-380-32-535000 Other Expenses	\$66.48
8380-380-32-510221 Unemployment Compensation	8380-380-32-525002 Maint and Repairs	\$770.00
8380-380-32-510101 Salary Employees	8380-380-32-520200 Equipment	\$5,451.00
8380-380-32-525004 Motor Vehicle's Expenses	8380-380-32-520001 Food	\$1,200.00

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 dates:

JANUARY 6, 2026

2102 ARP ST. & LOCAL FISCAL RECOVERY

2102-110-30-525002	Contract Projects	\$126,220.00
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FEBRUARY 2, 2026

4104 BUILDING CONSTR. PROJECT FUND

4104-110-40-530000	Construction	\$219,939.23
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JULY 7, 2026

1000 GENERAL FUND

1000-150-30-535000	Other Expenses	\$270.70
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2238 TITLE IV-E REIMB

2238-230-31-525900	Other Expenses	\$2,751.60
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2341 NEXT GENERATION 9-1-1 FUND

2341-3440-32-525000	Contract Projects	\$28,497.82
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2381 OAKVIEW JUV-ACTIVITY FUND

2381-380-32-510000	Activity Fund	\$519.13
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8350 SPEC EMERGENCY PLNG FUND-LEPC

8350-350-32-520100	Supplies	\$50.00
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8380 OAKVIEW JUV REHABILITATION

8380-380-32-525003	Grant Holding Account	\$389,190.00
8380-380-32-510101	Salaries	\$280,000.00
8380-380-32-520001	Food	\$80.00

4410 FEMA PROJECTS ENGINEERS

4410-410-33-525000	Contract Services	\$50,516.00
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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-Mike Schlanz to Carrolton, OH, on July 8, 2026, to conduct interviews at Carroll County JFS. Estimated expenses: \$50.00.
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 July 1, 2026.
Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement: The Belmont County Board of Commissioners is accepting applications to fill four (4) positions on the **Belmont County Port Authority Board of Directors**. Interested parties may contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application. Applications will be accepted through July 17, 2026.

IN THE MATTER OF HIRING THOMAS PLATT, FULL-TIME ASSISTANT DOG WARDEN/ ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Thomas Platt, as a full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 9, 2026.
Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING MADISON HUGHES-MCKINNEY, AS FULL-TIME ASSISTANT DOG WARDEN/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Madison Hughes-McKinney, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 10, 2026.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DESTINY TOMICH, FULL-TIME CHILDREN SERVICES CASE MANAGER/DJFS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Destiny Tomich, full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective July 24, 2026.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING ESTIMATE #4567 FROM TIM’S CUSTOM CABINET DIVISION/PROBATE/JUVENILE COURTROOM

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept estimate #4567 in the amount of \$975.00 from Tim’s Custom Cabinet Division for a custom cabinet file insert and shelf for the Witness Box in the Belmont County Probate/Juvenile Courtroom.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM KARRAS FROM KARRAS PAINTING, LLC/JUVENILE COURT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the quote from Karras Painting, LLC, in the amount of \$3,412.00, to supply all labor and materials to paint the Juvenile Court and hallway area.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure with Blue Racer Midstream, LLC. effective July 8, 2026 for the use of 3.43miles of FairPoint- Maynard Road (CR-10) for pipeline activity at the Sharp Well Connect.
Note: Blanket Bond# 238281 for \$2 million dollars on file. Operator has obtained a Bond in the amount of \$1.2 Million dollars for use of County Bridge # SFN 0734705 & SFN 0730815.

**ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE PROJECTS AND INFRASTRUCTURE**

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
Blue Racer Midstream, L.L.C.
Operator Name, whose address is,
5949 Sherry Lane, Suite 1700, Dallas, Texas 75225

Operator Address

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

RECITALS

WHEREAS, Authority has control of the several county/township roads within

_____ Colerain Township	_____ Flushing Township	_____ Goshen Township
_____ Kirkwood Township	_____ Mead Township	_____ Pease Township
_____ Pultney Township	_____ Richland Township	_____ Smith Township
_____ Somerset Township	_____ Union Township	_____ Warren Township
_____ Washington Township	_____ Wayne Township	_____ X Wheeling Township
_____ York Township		

in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the **SHARP WELL CONNECT**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **SHARP WELL CONNECT** (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of **3.43 miles of CR-10 FAIRPOINT-MAYNARD ROAD** for the purpose of ingress to and egress from the **SHARP WELL CONNECT**, for traffic necessary for the purpose of constructing sites and pipeline horizontal oil and gas wells, and completion operations at the **SHARP WELL CONNECT** (hereinafter referred to collectively as “Pipeline 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 Pipeline 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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 Pipeline Activity, prior to the start of Pipeline 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 **CR-10 FAIRPOINT-MAYNARD ROAD**, to be utilized by Operator hereunder, is that exclusive portion beginning at **THE INTERSECTION WITH SR-9 FAIRPOINT-NEW ATHENS ROAD**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-10 FAIRPOINT-MAYNARD ROAD** for any of its Pipeline Activities hereunder.
2. The portion of **CR-10 FAIRPOINT-MAYNARD ROAD** to be utilized by Operator hereunder, is that exclusive portion ending at **THE INTERSECTION WITH TR-425 HENDERSON RIDGE ROAD** 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 **CR-10 FAIRPOINT-MAYNARD ROAD**, for any of its Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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. As soon as possible after receipt of such 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 Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Pipeline Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Pipeline 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-wide Bond on file at the County, as described in Appendix A. 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 oil and gas 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 July 8, 2026.
- Executed in duplicate on the dates set forth below for **SHARP WELL CONNECT**.

Authority	Operator
By: <i>J. P. Dutton</i> /s/	By: <i>Scott Hrivnak</i> /s/
J. P. Dutton Belmont County Commissioner	
By: <i>Jerry Echemann</i> /s/	Printed name: Scott Hrivnak
Jerry Echemann Belmont County Commissioner	
By: <i>Vince Gianangeli</i> /s/	Company Name: Blue Racer Midstream, LLC
Vince Gianangeli Belmont County Commissioner	
By: <i>Terry Lively</i> /s/	Title: Engineer III - Permitting
Terry D. Lively, P.S., P.E. Belmont County Engineer	
Dated: 7/8/26	Dated: 7/6/2026
<i>T.J. Shultz</i> /s/	
Approved as to Form: TJ 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 PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in a not to exceed amount of \$85,000.00, for the Re-employment Services and Eligibility Assessment (RESEA) program, effective July 1, 2026 to June 30, 2027.
Note: Certain people who are receiving unemployment compensation are required to meet with a worker and complete an assessment to develop a re-employment plan.

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

Whereas this contract entered into on the **8th** day of **July 2026** by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) as the fiscal agent for Workforce Area 16 and the Jefferson County Community Action Council, Inc. (hereinafter “Contractor”) is for the purchase of Reemployment Services and Eligibility Assessment (RESEA) that mee the requirements and standards of the State of Ohio Reemployment Services and Eligibility Assessment (RESEA) plan as well as the Ohio Revised code and rules and regulations promulgated thereunder, the polices of the Area 16 Workforce Development Board, and the standards and requirements stated in this agreement.

I. PURPOSE

The purpose of this agreement is to provide the Reemployment Services and Eligibility Assessment (RESEA) program which includes being the employer of record for staff funded through this program.

II. PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
740-695-1075
- Contractor:** Jefferson County Community Action Council, Inc.
114 North Fourth Street
PO Box 130
Steubenville OH 43952
740-282-0971
UEI: CCC8GCLJ2V77
WIOA Area 16 Subgrant G2627-15-0014

**FEDERAL SUBAWARD ALLOCATIONS FOR FFY2026
Updated as of May 19, 2026**

Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
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WIA	Reemploy Srv Elig Assess Admin	JFSCWRSA	JFSCUR25A	17.225	10/1/2025	26A55UI000128	6/30/2027
WIA	Reemploy Srv Elig Assess Prog	JFSCWRSP	JFSCUR25A	17.225	10/1/2025	26A55UI000128	6/30/2027

FEDERAL SUBAWARD ALLOCATIONS FOR FFY2025
Updated as of February 28, 2025

Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
WIA	Reemploy Srv Elig Assess Admin	JFSCWRSA	JFSCUR24	17.225	09/30/2025	24A60YR000062	06/07/2024
WIA	Reemploy Srv Elig Assess Prog	JFSCWRSP	JFSCUR24	17.225	09/30/2025	24A60YR000062	06/07/2024

NO R&D
12.90% Indirect Cost Rate

III. CONTRACT PERIOD

This contract and its terms and conditions commence on July 1, 2026, and terminates on June 30, 2027, for Program Year 2026. Billing may include services rendered prior to July 1, 2026, but not billed or paid until the current program year due to the Contractor operating the RESEA program in the prior program year.

IV. DEFINITIONS

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

Allowable Costs

Those costs which are necessary, reasonable, allocable, and allowable under federal, state and local laws and regulations for the proper administration and performance of services to the client.

RESEA

Reemployment Services and Eligibility Assessment (RESEA) is a federal program that provides intensive reemployment assistance to individuals who are receiving unemployment insurance benefits and are determined likely to exhaust their benefits before becoming reemployed. The goal of the program is to provide claimants with a wide array of resources that support reemployment as quickly as possible and connect claimants to reemployment services including co-enrollment in the Wagner-Peyser Employment Services program, Workforce Innovation and Opportunity Act (WIOA) dislocated worker program and other program services as appropriate.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all services, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein. All staff will be employed by the Contractor and be subject to all of the Contractor’s workplace rules and policies.

Proportional Payment

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

Services

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

WDA16

Workforce Development Area 16 which consists of Belmont, Carroll, Harrison, and Jefferson Counties. The Contractor is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V. SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall employ the necessary personnel to operate the program. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to the various programs and only charge for staff hours directly related to RESEA activities.
2. The Contractor’s staff shall become familiar with the State of Ohio RESEA plan and policies that are relevant to the provision of services under this contract. Additional WDA16 policies may be implemented during the period of this contract and will also become applicable.
3. The Contractor shall meet the service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with the mandatory reporting and monitoring will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

B. Purchaser Responsibilities

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

To implement this program, the Contractor will provide RESEA services that are designed to meet the purposes of RESEA. The purposes of RESEA are:

1. To improve employment outcomes of Unemployment Insurance (UI) recipients and to reduce the average duration of UI receipt through employment.
2. To strengthen program integrity and reduce improper UI payments through detection and prevention of such payments to ineligible individuals.
3. To promote the alignment with the broader vision of WIOA of increased program integration and service delivery including UI claimants.
4. To establish reemployment services and eligibility assessments as an entry point for UI claimants into other workforce system partner programs.

To achieve these purposes, the State of Ohio has established the following service requirements:

Claimants selected to participate in the RESEA program must complete an initial RESEA and subsequent RESEA. An initial RESEA is defined as the first meeting between staff and UI claimant who reports to the meeting in response to an official notification of selection and required participation in RESEA services. A subsequent RESEA is defined as a follow-up meeting held after the initial RESEA.

For the initial RESEA, at a minimum, the claimant must:

1. View an online introduction video known as “Ohio’s Introduction Video.”
2. Complete a UI eligibility assessment conducted on a one-on-one basis that includes a review of work search activities and referral to the Office of Unemployment Insurance Operations (OUIO) processing center if a potential issue(s) is identified.
3. Be referred to the OUIO processing center if a potential issue(s) is identified at any time during delivery of the program (e.g. during the session, reminder call, or rescheduling).
4. Be provided customized labor market and career information based on an assessment of the claimant’s needs including information about in-demand occupations.
5. Be enrolled in the *Employment Services* program (formerly known as Wagner-Peyser).
6. Receive information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training as appropriate.
7. Receive an *Individual Opportunity Plan (IOP)* jointly developed by the claimant and staff that identifies the claimant’s reemployment goals and determines the combination of services needed for the claimant to reach their reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-services tools, and/or training.
8. Participate in the OhioMeansJobs center orientation following completion of the initial RESEA and prior to the completion of the subsequent RESEA.

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) day to the last day of that month.

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

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time frames stated in this Article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser’s discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on-site and off-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of the Reemployment Services and Eligibility Assessment (RESEA) grant (CFDA #17.225). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$85,000.00.

All financial obligations of the Purchaser under the terms and conditions of this contract are subject to federal and State of Ohio funding levels consistent with the fiscal year.

VII.ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, state, local laws and regulations.

VIII.BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to:

- A. Failure to meet service requirements
- B. Failure to meet performance standards
- C. Failure to meet performance reporting requirements
- D. Failure to meet evaluation and monitoring requirements

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

IX. DUPLICATE BILLING

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

X. AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using the “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 identified, the error rate of the sample will be applied to the entire audit.

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

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

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

XI. DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this agreement expire.

XII.WARRANTY

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

XIII.INSURANCE

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Workers' Compensation insurance. A copy of the documents verifying said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and always maintain through the duration of this contract and at the Contractor's expense a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio. The same requirements apply to automobile insurance coverage.

XIV.NOTICE

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

XV.AVAILABILITY AND RECORDS RETENTION

In addition to the responsibilities delineated in other Articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documents necessary for audit by the Purchaser, the State of Ohio including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly authorized law enforcement officials, and agencies of the United States government for at least eight (8) year after payment under this agreement. If an audit is initiated during this period, the Contractor shall retain such records until eight (8) year after the audit is completed and all issues are resolved. This period may be extended by the audit authority if necessary.

XVI.CONFIDENTIALITY

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

XVII.CONFLICTS OF INTEREST AND DISCLOSURE

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

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

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

XVIII.COMPLIANCE

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

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

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

XIX.RELATIONSHIP

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

XX.ASSIGNMENTS

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

XXI.SUBCONTRACTS

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

XXII.INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be modified or amended by either party with a prior written request delivered upon the other party. Modifications and amendments must be completed in writing and approved by all original parties to the agreement prior to becoming effective. Modifications and amendments are specific to the Article(s) only addressed in the modification or amendment.

XXIII.TERMINATION

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

XXIV.BREACH OF CONTRACT

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

XXV.WAIVER

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

XXVI.INDEMNIFICATION

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

XXVII.GOVERNING BOARD AND FORUM

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

XXVIII.SEVERABILITY

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

XXIX.NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such actions should include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws. The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX.CHILD SUPPORT ENFORCEMENT

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

XXXI.PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII.DRUG FREE WORKPLACE

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

XXXIII.COPELAND “ANTI-KICKBACK ACT

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

XXXIV.DAVIS-BACON ACT

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

XXXV.CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI.PUBLIC RECORDS

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

XXXVII.CLEAN AIR ACT

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

XXXVIII.ENERGY EFFICIENCY

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

XXXIX.COPYRIGHTS AND RIGHTS IN DATA

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

XL.PATENT RIGHTS

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

XLI.PROCUREMENT

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

Signatures:

Jeffery Felton /s/

Jeffery L. Felton, Director

Belmont County Department of Job and Family Services

Rich Gualtiere /s/

Rich Gualtiere, CEO

Jefferson County Community Action Council, Inc.

Jerry Echemann /s/

Jerry Echemann, President

Belmont County Board of County Commissioners

Vince Gianangeli /s/

Vince Gianangeli, Vice-President

Belmont County Board of County Commissioners

J. P. Dutton /s/

J. P. Dutton, Commissioner

Belmont County Board of County Commissioners

Nicole Paulette /s/

Nicole Paulette, Board Chair

Workforce Development Area 16

Chris Modranski /s/

Chris Modranski Chair

Workforce Development Area 16 Council of Government

6/18/2026

Date

6/18/2026

Date

7/8/2026

Date

7/8/2026

Date

7/8/2026

Date

6/29/2026

Date

6/30/2026

Date

7/8/2026

Date

Approved as to form:

T.J. Shultz /s/

T.J. Schultz, Assistant Prosecutor

Belmont County Prosecutor’s Office

Upon roll call the vote was as follows:

Mr. Echemann

Mr. Gianangeli

Mr. Dutton

Yes

Yes

Yes

IN THE MATTER OF APPROVING PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER FOR ADULT MENTORING FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$224,205.00, effective July 1, 2026 to June 30, 2027 for Program Year 2026.

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

Whereas, this contract, entered into on the 8th day of July 2026, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the East Central Ohio Educational Service Center (hereinafter “Contractor”), is for the purchase of the performance of the following services: Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2026 (July 1, 2026-June 30, 2027). This service is one (1) of the fourteen (14) elements for youth required by CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) and Growing Rural Independence Together (GRIT) funds (Ohio GRF) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser:

The Belmont County Department of Job and Family Services

68145 Hammond Road

St. Clairsville, OH 43950

(740)695-1075

Contractor:

The East Central Ohio Educational Service Center

834 East High Avenue

New Philadelphia OH 44663

(330)308-9939

UEI: H9UJNRK75UX3

FEDERAL SUBAWARD ALLOCATIONS FOR FFY2026
UPDATED AS OF 6/19/2026. (This is a continuous update. Please note that updates will be made as Award Letters are identified)

Service Location Type	Budget Reference Description	CFDA	Liquidation Date	Federal Award ID# / FAIN#	Federal Award Date
PUBLIC ASSISTANCE (PA)					
PA	CCMEP TANF Admin - CDJFS Lead	93.558	12/31/2026	2601OHTANF	10/1/2025
PA	CCMEP TANF Reg - CDJFS Lead	93.558	12/31/2026	2601OHTANF	10/1/2025
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)					
WIA	CCMEP WIOA Youth	17.259	9/30/2026	24A55AY000085	6/21/2024
WIA	CCMEP WIOA Youth	17.259	9/30/2027	25A55AY000147	7/22/2025

Please note that FAIN/Awards not appearing is due to the Notice of Award may not be published at this time.

III CONTRACT PERIOD

This contract and its terms for Program Year 2026 (PY26) will become effective on July 1, 2026. The termination date of this contract is June 30, 2027. This is the first contract of the four-year RFP that was issued and began with PY26 on July 1, 2026. This contract may be automatically renewed for up to three (3) additional program years, PY27, PY28, and PY29, upon satisfactory performance as determined by the Purchaser.

IV DEFINITIONS

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

Allowable Costs

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

Direct Costs

Those costs are paid directly for services provided to the eligible participants in the CCMEP Youth program.

Indirect Costs

Those costs that are charged to the Purchaser by the Contractor for administration of the CCMEP Youth Program. Indirect costs, including but not limited to overhead and administrative expenses, shall only be charged or reimbursed for costs incurred during the contractual period. Any indirect costs incurred outside of the contractual period shall not be eligible for reimbursement under this agreement.

Direct payment for accrued leave time, including but not limited to vacation, sick leave, and personal time off, is not eligible for payment under this agreement.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual’s family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low-income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths’ success during their transition to employment and further education and to help as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

GRIT

GRIT is Ohio General Revenue Funding provided to participating Appalachian Counties to supplement WIOA youth and adult programs for individuals who do not meet the WIOA youth or adult programs eligibility requirements. GRIT eligibility is determined by the Purchaser’s staff. GRIT is the acronym for Growing Rural Independence Together.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant’s behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. The Contractor shall employ the necessary staff to operate the program. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to CCMEP Youth activities.
6. The Contractor’s staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants’ eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

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

Performance Standards

1. **Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.**
2. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
3. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the outcome of negotiations with the ODJFS.**
4. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

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

The Purchaser and Contractor will determine the format of these reports.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558) and GRIT Funding (GRF). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$224,205.00. This is further restricted as follows:

- \$18,844.00 may be spent on CCMEP WIOA eligible participants/STEM Initiative
- \$169,599.00 may be spent on eligible CCMEP TANF participants.
- \$35,762.00 may be spent on GRIT eligible participants.

No R&D. No indirect rate.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year and to the availability of necessary funding.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

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

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

ACTIVITY	TOTAL COST
Direct Salary (from RFP page 55)	\$119,374.00
Direct Fringe Benefits (From RFP page 56)	\$56,071.00
Sub-Total Direct Salaries & Fringe Benefits	\$175,445.00
Operating Expenses (From RFP page 56)	\$11,755.00
Supervision (From RFP page 56)	\$7,120.00
Indirect Costs (From RFP Budget Form F)	\$0.00
Sub-Total Operating Expenses	\$18,875.00
Total Budget Request (CCMEP TANF & WIOA)	\$194,320.00

GRIT Funding will be billed on same billing invoice but in a separate line to separate it from the CCMEP WIOA and CCMEP TANF budget. GRIT funding shall not exceed \$35,762.00 during the term of this contract and are incorporated above to fulfill the RFP budget.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

- The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.
- If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.
- The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI DISPOSITION OF ASSETS**
- Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.
- XII WARRANTY**
- The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.
- XIII INSURANCE**
- The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document verifying said coverage shall be provided to the Purchaser prior to the effective date of this contract.
- The Contractor shall also obtain and maintain, always throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.
- XIV NOTICE**
- Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.
- XV AVAILABILITY AND RETENTION OF RECORDS**
- In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI CONFIDENTIALITY**
- The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII CONFLICT OF INTEREST AND DISCLOSURE**
- Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.
- The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.
- The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a county employee has with the Contractor or in its business.
- XVIII COMPLIANCE**
- The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract.
- The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required by the Contractor’s employees.
- The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.
- XIX RELATIONSHIP**
- Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.
- XX ASSIGNMENTS**
- The Contractor shall not assign this contract without express, prior, written approval of the Purchaser.
- XXI SUBCONTRACTS**
- The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.
- XXII INTEGRATION, MODIFICATION AND AMENDMENT**
- This contract may be modified or amended by either party with a prior written request delivered upon the other party. Modifications and amendments must be completed in writing and approved by all original parties to the agreement prior to becoming effective. Modifications and amendments are specific to the Article(s) only addressed in the modification or amendment.
- XXIII TERMINATION**
- This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.
- XXIV BREACH OF CONTRACT**

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIVDAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES:

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

7/1/2026
Date

68145 Hammond Road
St. Clairsville, OH 43950
(740)579-0279
Jerry Echemann /s/
Jerry Echemann, President
Belmont County Board of County Commissioners
Vince Gianangeli /s/
Vince Gianangeli, Vice-President
Belmont County Board of County Commissioners
J. P. Dutton /s/
J. P. Dutton, Commissioner
Belmont County Board of County Commissioners
Randy Lucas /s/
Randy Lucas, Superintendent
East Central Ohio Educational Service Center
834 East High Avenue
New Philadelphia OH 44663
Approved as to form:
T.J. Schultz /s/
T.J. Schultz, Assistant Prosecutor
Belmont County Prosecutor’s Office
Upon roll call the vote was as follows:

7/8/2026
Date

7/8/2026
Date

7/8/2026
Date

7/8/2026
Date

7/8/2026
Date

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

IN THE MATTER OF APPROVINGTHE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY, FOR THE WORK EXPERIENCE; LEADERSHIP DEVELOPMENT OPPORTUNITIESTUTORING/STUDY SKILLS/DROPOUT PREVENTION; ADULT MENTORING AND FINANCIAL LITERACY FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, for the Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring and Financial Literacy for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$461,058.00, effective July 1, 2026 to June 30, 2027 for Program Year 2026.

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

Whereas, this contract, entered into on the **8th** day of **July 2026**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience and Leadership Development Opportunities that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and Ohio Administrative Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience and Leadership Development Opportunities eligible in-school and out-of-school youth of Belmont County for Program Year 2026 (July 1, 2026-June 30, 2027). These services are two (2) of the fourteen (14) elements for youth required by CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) and Growing Rural Independence Together (GRIT) funds (Ohio GRF) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:
Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075
Contractor: The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293 UEI: LAG1P41TUJM3
WIOA Area 16 subgrant G-2425-15-0187
No R&D
No Indirect cost rate.

FEDERAL SUBAWARD ALLOCATIONS FOR FFY2026
UPDATED AS OF 5/19/2026. (This is a contiuous update. Please note that updates will be made as Award Letters are identified)

Service Location Type	Budget Reference Description	CFDA	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
PUBLIC ASSISTANCE (PA)					
PA	CCMEP TANF Admin - CDJFS Lead	93.558	12/31/2026	2601OHTANF	10/1/2025
PA	CCMEP TANF Reg- CDJFS Lead	93.558	12/31/2026	2601OHTANF	10/1/2025
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)					
WIA	CCMEP WIOA Youth	17.259	9/30/2026	24A55AY000085	6/21/2024
WIA	CCMEP WIOA Youth	17.259	9/30/2027	25A55AY000147	7/22/2025

Please note that FAIN/Awards not appearing is due to the Notice of Award may not be published at this time.

III CONTRACT PERIOD

This contract and its terms for Program Year 2026 (PY26) will become effective on July 1, 2026. The termination date of this contract is June 30, 2027. This contract is the first year of a four-year RFP for the above-mentioned services. This contract may be automatically renewed for up to three (3) additional program years, PY27, PY28, and PY29, based on satisfactory performance as determined by the Purchaser.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:
Allowable Costs
Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customers.

Direct Costs

Those costs are paid directly for services provided to the eligible participants in the CCMEP Youth program.

Indirect Costs

Those costs that are charged to the Purchaser by the Contractor for administration of the CCMEP Youth Program. Indirect costs, including but not limited to overhead and administrative expenses, shall only be charged or reimbursed for costs incurred during the contractual period. Any indirect costs incurred outside of the contractual period shall not be eligible for reimbursement under this agreement.

Accrued leave time, including but not limited to vacation, sick leave, and personal time off, shall only be eligible for payment if earned during the contractual period. Any accrued leave time earned outside of the contractual period shall not be eligible for payment or reimbursement under this agreement.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- d. Not attending any school;
- e. Not younger than age 16 or older than age 24; and
- f. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low-income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

GRIT

GRIT is Ohio General Revenue Funding provided to participating Appalachian Counties to supplement WIOA youth and adult programs for individuals who do not meet the WIOA youth or adult programs eligibility requirements. GRIT eligibility is determined by the Purchaser’s staff. GRIT is the acronym for Growing Rural Independence Together.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience and Leadership Development Opportunities for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker’s compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant’s activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants’ work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant’s behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor’s staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor’s staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor of completion of the participants’ eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience and Leadership Development Opportunities consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience and Leadership Development Opportunities to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

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

Performance Standards

5. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
6. **Seventy percent (70%) of worksite employees participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
7. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience and Leadership Development Opportunities.**
8. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
9. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the outcome of negotiations with the ODJFS.**
10. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor’s staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
11. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- C. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- D. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

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

The Purchaser and Contractor will determine the format of these reports.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558) and GRIT Funding (GRF). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$461,058.00. This is further restricted as follows:

\$282,148.00 is CCMEP TANF Funds (CFDA #93.558)

Of this funding, \$232,033.00 is allocated toward Work Experience and \$50,115.00 is allocated toward Leadership Development.

\$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$35,270.00 is WIOA Youth and/or Adult Funds (CFDA #17.259 youth/ CFDA #17.258 adult) and of the WIOA funds, \$29,208.00 is allocated toward Work Experience and \$6,062.00 is allocated toward Leadership Development.

\$118,640.00 is GRIT funding to be utilized per the GRIT budgets (Appendix A&B) and billed according to agree upon procedures.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year and to the availability of necessary funding.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies and according to the definitions of direct and indirect costs as defined in Article IV. Costs beyond the amounts specified in this contract that exceed the specified amounts for each funding source shall not be paid without a clear written explanation at least thirty (30) days prior to the anticipated need to exceed that funding source. A formal review of the explanation shall be conducted by the Purchaser. A written modification is required if the request is approved. If the request is unapproved, the overage shall become the responsibility of the Contractor.

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- E. Failure to meet services requirements;
- F. Failure to meet performance standards;
- G. Failure to meet performance reporting requirements; and

H. Failure to meet evaluation and monitoring requirements.
In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.
The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Direct Salaries	\$73,711.00
Operating Staff Wages and Fringes	\$97,818.00
Total Direct Salaries & Fringes	\$171,529.00
Operating Supplies other than Direct Salaries & Fringes	\$49,217.00
Work Experience	\$197,958.00
Cost Allocation	\$42,354.00
MAXIMUM REIMBURSEMENT UNDER, GRIT, WIOA AND CCMEP TANF FUNDING	\$461,058.00

CCMEP TANF ADMIN funding is billed for direct administrative costs for CCMEP TANF eligible participants and is not included in the above-mentioned budget.

GRIT Funding will be billed on same billing invoice but in a separate line to separate it from the CCMEP WIOA and CCMEP TANF budget noted above. GRIT funding shall not exceed \$118,640.00 during the term of this contract.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be modified or amended by either party with a prior written request delivered upon the other party. Modifications and amendments must be completed in writing and approved by all original parties to the agreement prior to becoming effective. Modifications and amendments are specific to the Article(s) only addressed in the modification or amendment.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

- XXXII

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

COPELAND “ANTI-KICKBACK” ACT
The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- XXXIV

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

CONTRACT WORK HOURS AND SAFETY STANDARD ACT
The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- XXXVI

PUBLIC RECORDS
This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.
- XXXVII

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

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

COPYRIGHTS AND RIGHTS IN DATA
The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).
- XL

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

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

SIGNATURES:

<u>Jeffery Felton /s/</u>	<u>6/18/2026</u>
Jeffery Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)579-0279	Date
<u>Jerry Echemann /s/</u>	<u>7/8/2026</u>
Jerry Echemann, President Belmont County Commissioner	Date
<u>Vince Gianangeli /s/</u>	<u>7/8/2026</u>
Vince Gianangeli, Vice-President Belmont County Commissioner	Date
<u>J. P. Dutton /s/</u>	<u>7/8/2026</u>
J. P. Dutton, Commissioner Belmont County Commissioner	Date
<u>Alaire King /s/</u>	<u>7/2/2026</u>
Alaire King, Director Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 (740)695-0293	Date
Approved as to form: <u>T.J. Schultz /s/</u>	<u>7/8/2026</u>
T.J. Schultz, Assistant Prosecutor Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

Jack Regis, JFS Fiscal Administrator said the three contracts deal with workforce.

IN THE MATTER OF AWARDING THE BID FOR BELMONT COUNTY CDBG COUNTY-WIDE DEMOLITION PROJECT TO MARLO CONSTRUCTION SOLUTIONS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to award the bid for the Belmont County CDBG County-wide Demolition Project to Marlo Construction Solutions in the amount of \$77,800.00 and authorize Commission President Jerry Echemann to sign the Notice to Proceed, based upon the recommendation of Zach Blazer, Belomar.

Upon roll call the vote was as follows:

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

Zach Blazer, Belomar, said they are tackling six properties and are committed to an August 31 deadline.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:37 A.M

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Crystal May, Human Resource, Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation 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 11:00 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:00 a.m.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR KEIRA GREGOR
FULL-TIME DEPUTY CLERK AT EASTERN COURT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Keira Gregor, full-time Deputy Clerk at Belmont County Eastern Court, for July 13 & 14, 2026.
Upon roll call the vote was as follows:

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

Bid Opening- Engineer’s Project 26-5 BEL-CR10-0.00 Resurfacing Project

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 26-5 BEL-CR10-0.00 Resurfacing Project

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the BEL-CR10-0.00 Asphalt Resurfacing Project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Cast & Baker	X	\$1,016,314.00 (Base)
2214 Washington Rd		\$221,227.00 (Alternate)
Cannonsburg, PA 15317		\$1,237,541.00 (Total)
Shelly & Sands	X	\$908,441.95 (Base)
PO Box 66		\$181,171.05 (Alternate)
Rayland, OH 43943		\$1,089,613.00 (Total)
NLS Paving Inc.	X	\$874,042.05 (Base)
67925 Bayberry Dr.		\$186,269.55 (Alternate)
St. Clairsville OH 43950		\$1,060,311.60 (Total)

Engineer’s estimate: \$1,124,232.00.
Present: Terry Lively, Belmont County Engineer.
Motion to turn over all bids received for the Engineer’s Project 26-5 BEL-CR10-0.00 Asphalt Resurfacing Project to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

Mr. Lively said this is for an OPWC project for 3.75 miles of CR10 which is the base bid. The alternate bid cover 8/10 of a mile that includes striping.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:27 A.M

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation 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 11:50 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:50 a.m.
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions to be considered.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:51 A.M.
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 11:51 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of July, 2026.

Jerry Echemann /s/

Vince Gianangeli /s/ COUNTY COMMISSIONERS

J. P. Dutton /s/

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

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK