

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1353

Adopted Date September 29, 2020

SET PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF WARREN COUNTY RULES AND REGULATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL, FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION, AND FOR POST CONSTRUCTION STORM WATER RUNOFF CONTROL

WHEREAS, pursuant to Resolution #19-0178, dated February 5, 2020, Warren County Rules for Erosion and Sediment Control were adopted; and

WHEREAS, pursuant to Resolution #19-0179, dated February 5, 2020, Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems were adopted; and

WHEREAS, the Board of Supervisors of the Warren County Soil and Water Conservation District and the Warren County Engineer desire to replace the existing Regulations to conform to requirements specified in the Municipal Separate Storm Sewer System (MS4) Permit issued by the Ohio Environmental Protection Agency; and

WHEREAS, on September 25, 2020, this Board received the draft submittals of Erosion Prevention and Sediment Control, of Illicit Discharge Detection and Elimination, and of Post-Construction Storm Water Runoff Control from the Warren County Engineer and desires to establish public hearings necessary for the adoption of said regulations; and

NOW THEREFORE BE IT RESOLVED, to set public hearings relative to the adoption of Erosion Prevention and Sediment Control, of Illicit Discharge Detection and Elimination, and of Post-Construction Storm Water Runoff Control in Warren County in accordance with Ohio Revised Code Section 307.37; public hearing #1 to be held October 27, 2020, at 9:15 a.m. in the Commissioners' Meeting Room and hearing #2 to be held November 10, 2020, at 9:15 a.m. in the Commissioners' Meeting Room; and


BE IT FURTHER RESOLVED, that at least 30 days prior to the first public hearing, the County Engineer send a copy of the regulations and a request for written comments be sent to various elected officials, government agencies and professional groups as required by the Ohio Revised Code.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Engineer (certified) (file)  
Soil and Water (certified) (file)

Public Hearing file

# Resolution

Number 20-1354

Adopted Date September 29, 2020

## SET PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

BE IT RESOLVED, to set the public hearing to consider the attached amendments to the Warren County Thoroughfare Plan; said public hearing to be held October 20, 2020, at 9:05 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

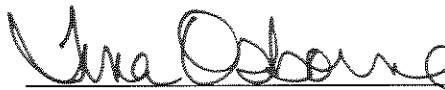
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC  
RZC (file)  
Public Hearing file  
Bruce McGary  
Township Trustees  
County Engineer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1355

Adopted Date September 29, 2020

**ADVERTISE FOR BIDS FOR WARREN COUNTY JAIL & SHERIFF'S OFFICE INMATE  
VIDEO VISITATION SYSTEM PROJECT**

BE IT RESOLVED, to advertise for bids for the Warren County Jail & Sheriff's Office Inmate Video Visitation System Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of October 11, 2020; bid opening to be October 27, 2020 at 10:00 a.m.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 20-1356

Adopted Date September 29, 2020

AUTHORIZE AND ACCEPT THE ADMINISTRATIVE SERVICE AND ADOPTION AGREEMENTS WITH CHARD SYNDER RELATIVE TO SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN (FSA) AND HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLANS

WHEREAS, the Board of County Commissioners utilizes the services of Chard Snyder for the administration of Section 125 Flexible Benefits Cafeteria Plan and the Health Reimbursement Arrangement Plans; and

WHEREAS, effective January 1, 2020 it was the desire of the Board of Commissioners to add an additional HRA program for the purposes of processing GoodRX reimbursements as indicated on the attached S105 Health Reimbursement Arrangement Administrative Service Agreement, Adoption Agreement and Summary Plan Description; and

WHEREAS, it is also the intention of the Board to renew the S125 Flexible Benefits Cafeteria Plan for the period through December 31, 2021 and approve the Section 125 Cafeteria Plan Document as attached hereto and made a part hereof; and

NOW THEREFORE IT RESOLVED, to authorize and accept the Administrative Service Agreement relative to the original Health Reimbursement Arrangement Agreement through December 31, 2021, and the newly implemented Health Reimbursement Arrangement Agreement, Adoption Agreement through December 31, 2022, and the Summary Plan Description specific pertaining to both HRA programs; and

BE IT FURTHER RESOLVED, to authorize and accept the Administrative Service Agreement and Plan Document relative to the Section 125 Flexible Benefits Cafeteria Plan for the current period through December 31, 2021.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Chard Snyder  
Horan and Assoc  
Tammy Whitaker, OMB  
Benefits File

# THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

## WARREN COUNTY GOVERNMENT

---

### 1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan (HRA). Request for services must be authorized by execution of this agreement by Warren County Government ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

### 2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as plan drafting and / or legal counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

### 3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan's Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;

- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

#### 4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 5. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

##### ➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

##### ➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended except in writing by both Parties to be charged.

##### ➤ Rights of Assignment

This Agreement cannot be assigned without the other Party's written consent.

#### 6. Fee Schedule and Terms of Payment

##### ➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement.

##### ➤ Fee Frequency

The TPA will provide billing for services as follows:

- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the

Plan Year;

- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

**7. Statement of Disclosure**

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

**8. Warranties, Representations and Understandings**

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

---

TPA provides assistance to Plan Sponsors who setup and administer the Health Reimbursement Arrangement under Section 105 of the Internal Revenue Code. The TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

**Section 105 Health Reimbursement Arrangement Plan Design and Document Services**

TPA will furnish a prototype Health Reimbursement Arrangement Plan Document, Summary Plan Description and other necessary forms for adoption of the Plan by the Plan Sponsor. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by plan design changes. TPA will provide midyear plan amendments and/or restatements as established by the S105 IRC when applicable or requested by the client. Document service will be billed in accordance with Schedule 1.

**Section 105 Health Reimbursement Arrangement Plan Installation and Implementation Services**

Services to include setup of Plan in administration systems, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

**Section 105 Health Reimbursement Arrangement Plan Enrollment Services**

TPA is dedicated to providing education driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- Group Meetings
  - On-site or web-enabled meetings
- Benefits Fairs
  - Promotional Giveaways and Brochures, Question and Answer Session
- Enrollment Materials for eligible Employees
  - Standard Enrollment Materials
  - Online Enrollment

**Section 105 Health Reimbursement Arrangement Plan Administration Services**

The TPA will provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Health Reimbursement Account will be handled by the TPA. Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online account access, including claim status, claim preparation and account balances
- Provide payment register for check / direct deposit processing and auto debit services
- On-line Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide On Demand On-Line reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- HRA 5500 preparation, when applicable



**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

---

➤ **Administration Fees**

- Setup Fee: ..... \$200.00
- Annual Renewal Fee: ..... \$200.00
- Use of TPA Bank Account Fee (per month): ..... Combined w/FSA
- Administration Fee (Per Participant Per Month):
  - Monthly Reimbursements (includes global debit card)..... \$4.75 (Minimum: \$100.00)
- Midyear Termination Fee: ..... Plan administration fee through run-out period
- Plan Year End Termination Fee: ..... Plan administration fee through run-out period

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements: ..... Included
- Midyear or IRC Mandated Plan Document Amendments/Restatements: ..... \$250.00

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each): ..... Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH): ..... At Cost
- Enrollment Materials:
  - Standard printed enrollment materials (each): ..... Included
  - Customized printed enrollment materials (materials, printing, time and labor): ..... At Cost
  - Online enrollment ..... Included

➤ **Plan Administration Services**

- Reimbursement Payments to home address (based on reimbursement frequency): ..... Included
- Online Quarterly Employee Statements by email: ..... Included
- On-Demand Online Reporting to Employer: ..... Included
- Direct Deposit Installation and Setup:
  - Data entry of Employee bank account information: ..... Included
  - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts): ..... Included
  - Direct deposit application forms (for participants): ..... Included
- Debit Card Transaction Reports to Employer (if have debit card option): ..... Included

➤ **Optional Reimbursement Frequency Fees**

- Claims Reimbursement more frequent than Weekly (plus PPM above, monthly minimum applies): ..... \$1.00

➤ **Optional Debit Card Fees (available for select HRA plan designs only)**

- Debit Card Fee (global activation): ..... Included

**PLAN EXECUTION**  
**S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

---

Employer: Warren County Government

Address: 406 Justice Drive  
Lebanon, OH 45036

Agreement Effective: 01/01/2020 - 12/31/2022

Subsequent Plan Years: 01/01 - 12/31  
Month/Day - Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed this 29<sup>th</sup> day of September, 2020.

Signature 

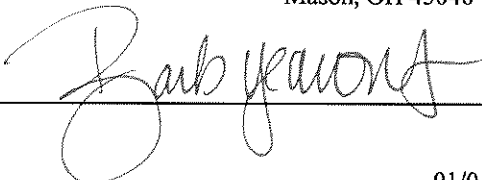
Name David Yancey

Title President

This Agreement is not effective until properly countersigned by an authorized representative of TPA:


TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd  
Mason, OH 45040

President 

Date 01/01/2020

**APPROVED AS TO FORM**



**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**WARREN COUNTY GOVERNMENT  
HEALTH REIMBURSEMENT ARRANGEMENT  
ADOPTION AGREEMENT**

The undersigned Employer adopts this Health Reimbursement Arrangement and elects the following provisions:

**I EMPLOYER INFORMATION**

**1.1 Employer Information**

Employer's name, address and taxpayer identification number is:

Warren County Government  
406 Justice Drive  
Lebanon, OH 45036  
31-6000058

**1.2 Type of Entity**

Government

**II PLAN INFORMATION**

**2.1 Plan Name**

Health Reimbursement Arrangement - GoodRx

**2.2 Plan Number**

501

**2.3 Plan Effective Date or Amendment/Restatement Date**

01/01/2020

**2.4 Plan Original Effective Date**

01/01/2020

**2.5 Plan Year**

The Plan Year begins on 01/01 and ends on 12/31.

**2.6 Plan Administrator Information**

Plan Administrator's name, address and telephone number is:

Warren County Government  
406 Justice Drive  
Lebanon, OH 45036  
(513) 695-1324

**2.7 Claims Submission**

Claims for expenses should be submitted to:

Chard, Snyder & Associates, LLC  
6867 Cintas Blvd  
Mason, OH 45040  
(513) 459-9997

**2.8 Affiliated Employers**

The following affiliated employers have adopted to participate in this Plan:

None

**III ELIGIBILITY REQUIREMENTS**

**3.1 Eligible Employees**

All Employees except:

Employees not covered by the Employer's group medical plan

NOTE: S Corporation shareholders, partners, sole proprietors, and members of a Limited Liability Company generally cannot participate in this Plan.

**3.2 Conditions of Eligibility**

Any Eligible Employee will be eligible to participate in this Plan upon satisfaction of the following:

Same as Employer's group medical plan

**3.3 Effective Date of Participation**

An Eligible Employee who has satisfied the eligibility requirements will become a participant on:

Same as Employer's group medical plan

## IV BENEFITS

### 4.1 Eligible Expenses

This plan will reimburse participants for the following expenses:

- GoodRx Expenses Only

Eligible expenses cannot also be reimbursed by another plan nor paid pre-tax by another health plan coverage or program.

### 4.2 Maximum Benefit Amount

#### Single

After Participants have met \$2800 of their health plan's deductible, they will be reimbursed 100% of each eligible expense, up to a total of \$3150.

#### Family

After Participants have met \$5600 of their health plan's deductible, they will be reimbursed 100% of each eligible expense, up to a total of \$6300.

### 4.3 Coverage Period

The Maximum Benefit will reset each Coverage Period. A new Coverage Period begins each:

Plan Year

### 4.4 Carry Forward

Unused amounts remaining in a participant's account at the end of the coverage period will not carry forward.

### 4.5 If the Employer Maintains a Health Flexible Spending Account, which Plan shall Pay Expenses First

HRA

### 4.6 Debit Cards

Debit Cards shall be provided by the Employer for eligible expenses:

No

### 4.7 Coverage of Dependents

This Plan will cover the following:

Participant, Spouse and Dependents who are also covered under the Participant's group medical plan. Dependents include natural and adopted children, stepchildren, and foster children

### 4.8 Claims

A claim may be submitted up to:

90 days after the end of the Plan Year

A Claim Reimbursement Form and Rx Receipt are required for reimbursement

**4.9 Claims for Loss of Eligibility or Termination**

Employees that lose eligibility status to participate in the Plan or terminate employment may submit claims up to:  
90 days after the date of termination

**4.10 Opt Out**

This Plan permits a participant to elect out of the Plan annually

**4.11 Health Savings Account**

Health Savings Account will be provided by the Employer:  
No

**4.12 Family and Medical Leave Act**

Employer subject to the Family and Medical Leave Act:  
Yes

**4.13 COBRA**

Plan subject to COBRA:  
Yes

**4.14 HIPAA**


Plan subject to HIPAA:  
Yes

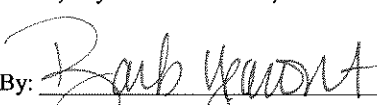
**V EXECUTION**

This Adoption Agreement may be used only in conjunction with the Health Reimbursement Arrangement Basic Plan Document. This Adoption Agreement and the Health Reimbursement Arrangement Basic Plan Document shall together be known as the Health Reimbursement Arrangement - GoodRx.

Warren County Government

Chard, Snyder & Associates, LLC

By: 

By: 

Printed Name: David Young

Printed Name: Barb Yearout

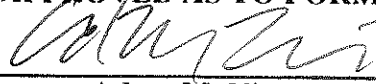
Title: President

Title: President

Date: 9.29.20

Date: 3-4-2020

**APPROVED AS TO FORM**



**Adam M. Nice  
Asst. Prosecuting Attorney**

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Clermont

I, Barb Yearout, holding the title and position of President at the firm Chard Snyder Associates, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Barb Yearout  
AFFIANT

Subscribed and sworn to before me this 2<sup>nd</sup> day of September 20 20

Julie A. Wallace  
(Notary Public),  
Clermont County.

My commission expires Sept. 13 20 22



**JULIE A. WALLACE**  
Notary Public, State of Ohio  
My Commission Expires 09-13-2022

**WARREN COUNTY GOVERNMENT  
HEALTH REIMBURSEMENT ARRANGEMENT  
SUMMARY PLAN DESCRIPTION**





<b>I</b>	<b>ELIGIBILITY</b> .....	3
1.	WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR OUR PLAN?.....	3
2.	WHEN IS MY ENTRY DATE?.....	3
3.	ARE THERE ANY EMPLOYEES WHO ARE NOT ELIGIBLE?.....	3
<b>II</b>	<b>BENEFITS</b> .....	3
1.	WHAT BENEFITS ARE AVAILABLE?.....	3
2.	WHEN MUST EXPENSES BE INCURRED?.....	4
3.	WHEN WILL I RECEIVE PAYMENTS FROM THE PLAN? .....	4
4.	WHAT HAPPENS IF I TERMINATE EMPLOYMENT?.....	4
5.	CAN I OPT OUT OF THE PLAN? .....	4
6.	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	4
7.	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) .....	4
8.	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT .....	4
9.	QUALIFIED MEDICAL CHILD SUPPORT ORDER .....	4
<b>III</b>	<b>GENERAL INFORMATION ABOUT OUR PLAN</b> .....	5
1.	GENERAL PLAN INFORMATION.....	5
2.	EMPLOYER INFORMATION .....	5
3.	PLAN ADMINISTRATOR INFORMATION .....	5
4.	SERVICE OF LEGAL PROCESS .....	5
5.	TYPE OF ADMINISTRATION .....	6
6.	THIRD PARTY CLAIMS ADMINISTRATOR INFORMATION .....	6
<b>IV</b>	<b>ADDITIONAL PLAN INFORMATION</b> .....	6
1.	HOW TO SUBMIT A CLAIM.....	6
<b>V</b>	<b>CONTINUATION COVERAGE RIGHTS UNDER COBRA</b> .....	7
1.	WHAT IS COBRA CONTINUATION COVERAGE?.....	7
2.	WHO CAN BECOME A QUALIFIED BENEFICIARY? .....	7
3.	WHAT IS A QUALIFYING EVENT .....	8
4.	WHAT FACTORS SHOULD BE CONSIDERED WHEN DETERMINING TO ELECT COBRA CONTINUATION COVERAGE? .....	9
5.	WHAT IS THE PROCEDURE FOR OBTAINING COBRA CONTINUATION COVERAGE?.....	9
6.	WHAT IS THE ELECTION PERIOD AND HOW LONG MUST IT LAST?.....	9
7.	IS A COVERED EMPLOYEE OR QUALIFIED BENEFICIARY RESPONSIBLE FOR INFORMING THE PLAN ADMINISTRATOR OF THE OCCURRENCE OF A QUALIFYING EVENT?.....	9
8.	IS A WAIVER BEFORE THE END OF THE ELECTION PERIOD EFFECTIVE TO END A QUALIFIED BENEFICIARY'S ELECTION RIGHTS? .....	10
9.	IS COBRA COVERAGE AVAILABLE IF A QUALIFIED BENEFICIARY HAS OTHER GROUP HEALTH PLAN COVERAGE OR MEDICARE? .....	10
10.	WHEN MAY A QUALIFIED BENEFICIARY'S COBRA CONTINUATION COVERAGE BE TERMINATED? .....	10
11.	WHAT ARE THE MAXIMUM COVERAGE PERIODS FOR COBRA CONTINUATION COVERAGE? .....	11
12.	UNDER WHAT CIRCUMSTANCES CAN THE MAXIMUM COVERAGE PERIOD BE EXPANDED? .....	12
13.	HOW DOES A QUALIFIED BENEFICIARY BECOME ENTITLED TO A DISABILITY EXTENSION? .....	12
14.	DOES THE ARRANGEMENT REQUIRE PAYMENT FOR COBRA CONTINUATION COVERAGE? .....	12

15. MUST THE ARRANGEMENT ALLOW PAYMENT FOR COBRA CONTINUATION COVERAGE TO BE MADE IN MONTHLY INSTALLMENTS? ..... 12

16. WHAT IS TIMELY PAYMENT FOR PAYMENT FOR COBRA CONTINUATION COVERAGE? ..... 12

17. MUST A QUALIFIED BENEFICIARY BE GIVEN THE RIGHT TO ENROLL IN A CONVERSION HEALTH PLAN AT THE END OF THE MAXIMUM COVERAGE PERIOD FOR COBRA CONTINUATION COVERAGE? ..... 12

## HEALTH REIMBURSEMENT ARRANGEMENT

We are pleased to establish this Health Reimbursement Arrangement to provide you with additional health coverage benefits. The benefits available under this Plan are outlined in this summary plan description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you become eligible and the laws that protect your rights.

Read this summary plan description carefully so that you understand the provisions of our Plan and the benefits you will receive. You should direct any questions you have to the Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this summary plan description and the plan document, the plan document will control.

### I ELIGIBILITY

#### 1. What Are the Eligibility Requirements for Our Plan?

You will be able to join the Plan once you have satisfied the conditions for coverage under our group medical plan.

#### 2. When is My Entry Date?

You can join the Plan on the same day that you enter our group medical plan.

#### 3. Are There Any Employees Who Are Not Eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

- Employees not covered by the Employer's group medical plan

### II BENEFITS

#### 1. What Benefits Are Available?

This plan will reimburse you for the following expenses:

- GoodRx Expenses Only

The maximum amount you are allowed to be reimbursed up to during the Coverage Period is the following:

##### Single

After you have met \$2800 of your health plan's deductible, you will be reimbursed 100% of each eligible expense, up to a total of \$3150.

##### Family

After you have met \$5600 of your health plan's deductible, you will be reimbursed 100% of each eligible expense, up to a total of \$6300.

Unused amounts remaining in your account at the end of the coverage period will not carry forward.

Any amounts reimbursed to you under the Plan may not be claimed as a deduction on your personal income tax return nor reimbursed by other health plan coverage including our health flexible spending account.

You may submit expenses for yourself, your spouse and your children who are also covered under your group medical plan. You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption.

**2. When Must Expenses Be Incurred?**

You may submit expenses that you incur each "Coverage Period." A new "Coverage Period" begins each Plan Year. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

**3. When Will I Receive Payments From the Plan?**

During the course of the Coverage Period, you may submit requests for reimbursement of expenses you have incurred. However, you must make your requests for reimbursements no later than 90 days after the end of the Plan Year. In addition, you must submit Claim Reimbursement Form and Rx Receipt and other documentation to your employer as proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, reimbursements made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

**4. What Happens If I Terminate Employment?**

If your employment is terminated or you lose eligibility to participate in the Plan during the Plan Year for any reason, your participation in the Plan will cease. You may submit claims for eligible expenses that were incurred while were an active participant as follows:

90 days after the date of termination

For coverage on termination of employment, please see article Article V on Continuation of coverage rights under COBRA.

**5. Can I Opt Out of the Plan?**

Yes, you can once a plan year, opt out of the Plan and receive no further reimbursement.

**6. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Coverage Period upon your return.

If you continue your coverage during your unpaid leave, you may pre pay for the coverage, you may pay for your coverage on an after tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

**7. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

**8. Newborns' and Mothers' Health Protection Act**

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**9. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive

benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

### III GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information, which you may need to know about the Plan.

#### 1. General Plan Information

Health Reimbursement Arrangement - GoodRx is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your Plan become effective on 01/01/2020.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on 01/01 and ends on 12/31.

#### 2. Employer Information

Your Employer's name, address, and identification number are:

Warren County Government  
406 Justice Drive  
Lebanon, OH 45036  
31-6000058

#### 3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Warren County Government  
406 Justice Drive  
Lebanon, OH 45036  
(513) 695-1324

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. The Plan Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding. You may contact the Administrator for any further information about the Plan.

#### 4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Warren County Government  
406 Justice Drive  
Lebanon, OH 45036  
(513) 695-1324

**5. Type of Administration**

The Plan is a health reimbursement arrangement and Employer is the Plan Administrator. The Plan Administrator may provide the claims administration through a Third Party Claims Administrator. The Plan is not funded or insured. Benefits are paid from the general assets of the Employer.

**6. Third Party Claims Administrator Information**

The name, address and business telephone of the Third Party Claims Administrator are:

Chard, Snyder & Associates, LLC  
6867 Cintas Blvd  
Mason, OH 45040  
(513) 459-9997

**IV ADDITIONAL PLAN INFORMATION**

**1. How to Submit a Claim**

When you have a claim to submit for payment, you must:

- (a) Obtain a claim form from your Employer.
- (b) Complete the Employee portion of the form.
- (c) Attach copies of all bills from the service provider for which you are requesting reimbursement.

A claim is defined as any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan's reasonable procedure for making benefit claims. The times listed are maximum times only. A period of time begins at the time the claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information to process the claim:	
Notification to Participant	15 days
Response by Participant	45 days
Review of claim denial	60 days

Your Employer will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial.
- (b) Reference to the specific Plan provisions on which the denial was based.
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures..
- (e) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and

(f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the Claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants;
- (d) or constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

## V CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under this Arrangement will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Arrangement would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become Qualified Beneficiaries under COBRA. The Arrangement itself can provide group health benefits and may also be used to provide health benefits through insurance. Whenever "Arrangement" is used in this section, it means any of the health benefits under this Plan.

### 1. What is COBRA Continuation Coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non COBRA beneficiaries).

### 2. Who Can Become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:



(a) Any individual who, on the day before a Qualifying Event, is covered under the Arrangement by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Arrangement as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Arrangement due to his or her performance of services for the employer sponsoring the Arrangement. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### **3. What is a Qualifying Event**

A Qualifying Event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Arrangement's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Arrangement under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Arrangement occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Arrangement that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA

continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Arrangement provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Arrangement during the FMLA leave.

**4. What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre existing condition exclusions applied by other group health plans if there is more than a 63 day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. (These pre existing condition exclusions will only apply during Plan Years that begin before January 1, 2014.) Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

**5. What is the Procedure for Obtaining COBRA Continuation Coverage?**

The Arrangement has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

**6. What is the Election Period and How Long Must It Last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Arrangement. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

**7. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?**

The Arrangement will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare,

**IMPORTANT:**

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60 day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

**NOTICE PROCEDURES:**

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand deliver your notice to the person, department or firm listed below, at the following address:

*Warren County Government  
Human Resources Department  
406 Justice Drive  
Lebanon, OH 45036*

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that coverage would otherwise have been lost (if under your coverage the COBRA period begins on the date of the Qualifying Event, even though coverage actually ends later (e.g., at the end of the month) substitute the appropriate language, e.g. "on the date of the Qualifying Event"). If you or your spouse or dependent children do not elect continuation coverage within the 60 day election period described above, the right to elect continuation coverage will be lost.

**8. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

**9. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health Plan Coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

**10. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Arrangement with respect to the Qualified Beneficiary.

- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (1) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Arrangement can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Arrangement terminates for cause the coverage of similarly situated non COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Arrangement solely because of the individual's relationship to a Qualified Beneficiary, if the Arrangement's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Arrangement is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
  - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
  - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

**12. Under What Circumstances Can the Maximum Coverage Period Be Expanded?**

If a Qualifying Event that gives rise to an 18 month or 29 month maximum coverage period is followed, within that 18 or 29 month period, by a second Qualifying Event that gives rise to a 36 months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

**13. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18 month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

**14. Does the Arrangement Require Payment for COBRA Continuation Coverage?**

For any period of COBRA continuation coverage under the Arrangement, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Arrangement Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments?**

Yes. The health coverage is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for Payment for COBRA Continuation Coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Arrangement by a later date is also considered Timely Payment if either under the terms of the Arrangement, covered employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Arrangement does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to those providing coverage.

If Timely Payment is made to the Arrangement in an amount that is not significantly less than the amount the Arrangement requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Arrangement's requirement for the amount to be paid, unless the Arrangement notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Arrangement will, during the 180 day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non COBRA beneficiaries under the Arrangement. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**IF YOU HAVE QUESTIONS**


If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**


In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services  
 Health Reimbursement Account - Good RX: Warren County Government

Coverage Period: 01/01/2020 - 12/31/2020  
 Coverage for: Individual, Family | Plan Type: HRA2

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, by calling (513) 695-1324. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call (513) 695-1324 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,800 Individual \$5,600 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. Also, refer to the SBC for your health plan.
Are there services covered before you meet your <u>deductible</u> ?	No	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Not Applicable	This <u>plan</u> does not have an <u>out-of-pocket limit</u> on your expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Not Applicable	This <u>plan</u> does not have an <u>out-of-pocket limit</u> on your expenses.
Will you pay less if you use a <u>network provider</u> ?	Not Applicable	This <u>plan</u> does not use a <u>provider network</u> . You can receive covered services from any <u>provider</u> .
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Specialist visit			
	Preventive care/screening/immunization			
If you have a test	Diagnostic test (x-ray, blood work)	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Imaging (CT/PET scans, MRIs)			
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.[insert].com">www.[insert].com</a>	Generic drugs	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Preferred brand drugs			
	Non-preferred brand drugs			
	Specialty drugs			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Physician/surgeon fees			
If you need immediate medical attention	Emergency room care	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Emergency medical transportation			
	Urgent care			
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Physician/surgeon fees			
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Inpatient services			
If you are pregnant	Office visits	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account

\* For more information about limitations and exceptions, see the plan or policy document by calling (513) 695-1324.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services			balance are covered.*
	Childbirth/delivery facility services			
If you need help recovering or have other special health needs	Home health care	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Rehabilitation services			
	Habilitation services			
	Skilled nursing care			
	Durable medical equipment			
Hospice services				
If your child needs dental or eye care	Children's eye exam	No charge up to the HRA available account balance for qualified medical care expenses*		Only expenses for unreimbursed qualified medical care up to the HRA available account balance are covered.*
	Children's glasses			
	Children's dental check-up			

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Cosmetic surgery</li> <li>• Long term care</li> </ul> | <ul style="list-style-type: none"> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Expenses not reimbursed by the health insurance plan</li> </ul> |
|--|--|

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- GoodRx Expenses

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor Employee Benefits Security Administration, 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Department of Labor Employee Benefits Security Administration, 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

\* For more information about limitations and exceptions, see the plan or policy document by calling (513) 695-1324.

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? No**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. However, please also refer to the SBC for your medical health plan.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*—————

\* For more information about limitations and exceptions, see the plan or policy document by calling (513) 695-1324.

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$5000
- **Specialist deductible** N/A
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:  
Specialist office visits (*prenatal care*)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

**In this example, Peg would pay:**

<i>Cost Sharing</i>	
Deductibles	\$5000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Peg would pay is</b>	<b>\$5000</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$7500
- **Specialist deductible** N/A
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:  
Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,400</b>
---------------------------	----------------

**In this example, Joe would pay:**

<i>Cost Sharing</i>	
Deductibles	\$7500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Joe would pay is</b>	<b>\$7400</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$10000
- **Specialist deductible** N/A
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:  
Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,900</b>
---------------------------	----------------

**In this example, Mia would pay:**

<i>Cost Sharing</i>	
Deductibles	\$10000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1900</b>

\*The amount paid by the HRA plan will depend on the items submitted for reimbursement by the covered individual. No amounts are paid automatically. The amount paid by the HRA plan is limited to the available account balance. The covered individual may be responsible for amounts in excess of the available account balance. However, refer to the SBC for your health plan for additional information

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT  
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

**WARREN COUNTY GOVERNMENT**

---

**1. Introduction**

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 125 Flexible Benefits Cafeteria Plan. Request for services must be authorized by execution of this agreement by Warren County Government ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

**2. TPA Service Package Synopsis**

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as Plan drafting and / or Legal Counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

**3. Plan Sponsor Responsibilities**

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 125 Flexible Benefits Cafeteria Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, Plan Year enrollment data, checking account and bank-related information relating to the Plan, and changes in employment status and/or contributions of Plan Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor.
- Payment of validated claims made pursuant to the Plan;

- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under S125 of the Internal Revenue Code, as amended.

#### 4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 5. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching party will have 30 (thirty) days to correct the breach. If the breaching party does not correct the breach within that time, the non-breaching will have the right to terminate the Agreement. If TPA is the breaching party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

##### ➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

##### ➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended except in writing by the Parties to be charged.

##### ➤ Rights of Assignment

This Agreement cannot be assigned without the other party's written consent.

#### 6. Fee Schedule and Terms of Payment

##### ➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement, and are not subject to change.

##### ➤ Fee Frequency

The TPA will provide billing for services as follows:

- Plan Document Fees and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;

- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 125 Flexible Benefits Cafeteria Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Flexible Spending Accounts. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year. Any Participant who elects participation in both the Medical Spending Account and the Dependent Care Reimbursement Account will be counted as one Participant.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

**7. Statement of Disclosure**

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

**8. Warranties, Representations and Understandings**

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

---

TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

**Section 125 Flexible Benefits Cafeteria Plan Design and Document Services**

We will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, the TPA will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, we will make reasonable changes to the prototype at billable rate of \$50.00 per hour. Midyear plan amendments and restatements will be billed in accordance with Schedule 1 attached.

**Section 125 Flexible Benefits Cafeteria Plan Installation and Implementation Services**

Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

**Section 125 Flexible Benefits Cafeteria Plan Enrollment Services**

TPA is dedicated to providing education-driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- Group Meetings
  - o Power Point presentation conducted by the TPA
  - o Web Seminars for remote locations
- Benefits Fair
  - o Promotional Giveaways and Brochures, Question and Answer Session
- Enrollment Materials for Eligible Employees
  - o Standard Enrollment Materials
  - o Customized Enrollment Materials (additional charge for materials, printing, time and labor)
  - o On-Line Enrollment

**Section 125 Flexible Benefits Cafeteria Plan Administration Services**

The Plan will be reviewed annually by the TPA to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. The TPA will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by the TPA. This includes timely notice of salary reductions of employees' pay, and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status. Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online Account access, including claim status, claim preparation and account balances
- Provide Payment register for check / direct deposit processing and auto debit services
- On-line Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide On Demand On-Line reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- Plan Year close-out reporting and Health FSA 5500 preparation, when applicable
- Conduct Annual Non-Discrimination Testing.

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

➤ **Administration Fees**

- Annual Renewal Fee:.....\$400.00
- Administration Fee (Per Participant Per Month):
  - Triweekly Reimbursements (includes global debit card) .....\$5.75 (Minimum: \$100.00 monthly)
- Midyear Termination Fee:.....Administration fee thru runout period
- Plan Year End Termination Fee: .....Administration fee thru runout period
- Debit Card Fee (global activation): .....Included
- Use of Chard Snyder Bank Account Fee (per month):.....\$150.00

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements: .....Included
- Midyear or IRS Mandated Plan Document Amendments/Restatements: .....\$250.00

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each).....Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH) .....At Cost
- Enrollment Materials:
  - Standard printed enrollment materials (each):.....Included
  - Customized printed enrollment materials (materials, print, time and labor): .....At Cost
  - On-line enrollment .....Included

➤ **Plan Administration Services**

- Reimbursement payments to home address (Based on Reimbursement Frequency): .....Included
- On-line Quarterly Employee Statements by email:.....Included
- On-Demand On-line Reporting to Employer:.....Included
- Plan Year End Closeout Report: .....Included
- Non-Discrimination Testing: .....Included
- Direct Deposit Installation and Setup:
  - Data entry of Employee bank account information: .....Included
  - ACH electronic transfers and Report Preparation  
(for Employer's and Employees' designated accounts):.....Included
  - Direct deposit application forms (for participants): .....Included
- Debit Card Transaction Reports to Employer (if have debit card option):.....Included

➤ **Optional 2.5 Month Grace Period Fees**

- 2.5 Month Grace Period Fee (Per Participant Per Month): .....\$0.50



**PLAN EXECUTION**  
**SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN**

---

Employer: Warren County Government

Address: 406 Justice Drive  
Lebanon, OH 45036

Agreement Effective: 01/01/2019 - 12/31/2021

Subsequent Plan Years: 01/01 - 12/31  
Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S125 Flexible Benefits Cafeteria Plan Agreement.

Signed this 2 day of September, 20 20.

Signature Barb Yearout

Name Barb Yearout

Title President

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd  
Mason, OH 45040

President [Signature]

Date 9.29.20 01/01/2019

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, John Gutzwiller, holding the title and position of VPOF Administration at the firm Chard Snyder, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

John Gutzwiller  
AFFIANT

Subscribed and sworn to before me this 23<sup>rd</sup> day of July 2019

Katherine Marie Haines Stauffer  
(Notary Public),

Warren County.

My commission expires January 22 2022



KATHERINE MARIE HAINES STAUFFER  
Notary Public, State of Ohio  
My Comm. Expires 01/22/2022

**WARREN COUNTY GOVERNMENT**  
**WARREN COUNTY SECTION 125 CAFETERIA PLAN**  
**PLAN DOCUMENT**

**WARREN COUNTY SECTION 125 CAFETERIA PLAN**

**TABLE OF CONTENTS**

**ARTICLE I  
DEFINITIONS**

**ARTICLE II  
PARTICIPATION**

2.1 ELIGIBILITY ..... 3  
2.2 EFFECTIVE DATE OF PARTICIPATION ..... 3  
2.3 APPLICATION TO PARTICIPATE ..... 3  
2.4 TERMINATION OF PARTICIPATION ..... 3  
2.5 CHANGE OF EMPLOYMENT STATUS ..... 3  
2.6 TERMINATION OF EMPLOYMENT ..... 3  
2.7 DEATH ..... 4

**ARTICLE III  
CONTRIBUTIONS TO THE PLAN**

3.1 EMPLOYER CONTRIBUTION ..... 4  
3.2 SALARY REDIRECTION ..... 4  
3.3 APPLICATION OF CONTRIBUTIONS ..... 4  
3.4 PERIODIC CONTRIBUTIONS ..... 4

**ARTICLE IV  
BENEFITS**

4.1 BENEFIT OPTIONS ..... 5  
4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT ..... 5  
4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT ..... 5  
4.4 HEALTH INSURANCE BENEFIT ..... 5  
4.5 OTHER INSURANCE BENEFIT ..... 5  
4.6 HEALTH SAVINGS ACCOUNT BENEFIT ..... 5  
4.7 NONDISCRIMINATION REQUIREMENTS ..... 5

**ARTICLE V  
PARTICIPANT ELECTIONS**

5.1 INITIAL ELECTIONS ..... 6  
5.2 SUBSEQUENT ANNUAL ELECTIONS ..... 6  
5.3 FAILURE TO ELECT ..... 6  
5.4 CHANGE IN STATUS ..... 6

**ARTICLE VI  
HEALTH FLEXIBLE SPENDING ACCOUNT**

6.1 ESTABLISHMENT OF PLAN ..... 8  
6.2 DEFINITIONS ..... 8  
6.3 FORFEITURES ..... 9  
6.4 LIMITATION ON ALLOCATIONS ..... 9  
6.5 NONDISCRIMINATION REQUIREMENTS ..... 9  
6.6 COORDINATION WITH CAFETERIA PLAN ..... 10

6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS .....	10
6.8	DEBIT AND CREDIT CARDS.....	10

**ARTICLE VII  
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1	ESTABLISHMENT OF ACCOUNT .....	11
7.2	DEFINITIONS .....	11
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS .....	12
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS .....	12
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS .....	12
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT .....	12
7.7	ANNUAL STATEMENT OF BENEFITS.....	12
7.8	FORFEITURES .....	12
7.9	LIMITATION ON PAYMENTS .....	12
7.10	NONDISCRIMINATION REQUIREMENTS .....	13
7.11	COORDINATION WITH CAFETERIA PLAN.....	13
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS .....	13
7.13	DEBIT AND CREDIT CARDS.....	14

**ARTICLE VIII  
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS .....	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS .....	15

**ARTICLE IX  
ADMINISTRATION**

9.1	PLAN ADMINISTRATION.....	15
9.2	EXAMINATION OF RECORDS.....	16
9.3	PAYMENT OF EXPENSES .....	16
9.4	INSURANCE CONTROL CLAUSE .....	16
9.5	INDEMNIFICATION OF ADMINISTRATOR.....	16

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT .....	17
10.2	TERMINATION.....	17

**ARTICLE XI  
MISCELLANEOUS**

11.1	PLAN INTERPRETATION .....	17
11.2	GENDER AND NUMBER.....	17
11.3	WRITTEN DOCUMENT .....	17
11.4	EXCLUSIVE BENEFIT .....	17
11.5	PARTICIPANT'S RIGHTS .....	17
11.6	ACTION BY THE EMPLOYER.....	17
11.7	EMPLOYER'S PROTECTIVE CLAUSES .....	17

11.8	NO GUARANTEE OF TAX CONSEQUENCES .....	18
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS .....	18
11.10	FUNDING .....	18
11.11	GOVERNING LAW.....	18
11.12	SEVERABILITY.....	18
11.13	CAPTIONS.....	18
11.14	CONTINUATION OF COVERAGE (COBRA) .....	18
11.15	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	18
11.16	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	18
11.17	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) .....	18
11.18	COMPLIANCE WITH HIPAA PRIVACY STANDARDS .....	19
11.19	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS.....	20
11.20	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT.....	20
11.21	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA).....	20
11.22	WOMEN'S HEALTH AND CANCER RIGHTS ACT .....	20
11.23	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT.....	20

## WARREN COUNTY SECTION 125 CAFETERIA PLAN

### INTRODUCTION

The Employer has amended this Plan effective 01/01/2015, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 12/09/2003. The Plan shall be known as Warren County Section 125 Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

### ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 12/09/2003.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.



Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he is eligible to receive medical benefits pursuant to a group medical plan sponsored by the Employer.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

Employees not eligible for the Warren County Employee Health Benefits Plan provided by the Warren County Commissioners shall not be eligible to participate in the Plan.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Warren County Government and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning 01/01 and ending 12/31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

## ARTICLE II PARTICIPATION

### 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder 30 days after his initial date of employment with the Employer. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.
- (e) **Enrollment into the Marketplace.** If participant elects to enroll in coverage through the Marketplace during Marketplace Open Enrollment only.
- (f) **Enrollment into Spouse's Plan during Open Enrollment.** If participant elects to enroll in coverage through a spouse's plan during spouse's open enrollment only.

### 2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

### 2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

## **2.7 DEATH**

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## **ARTICLE III CONTRIBUTIONS TO THE PLAN**

### **3.1 EMPLOYER CONTRIBUTION**

The Employer shall make available to each Participant an Employer Contribution to the Participant's Health Savings Account in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### **3.2 SALARY REDIRECTION**

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### **3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV  
BENEFITS**

**4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
  - (i) Health Insurance Benefit
  - (ii) Other Insurance Benefit
- (4) Health Savings Account Benefit

**4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

**4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

**4.4 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

**4.5 OTHER INSURANCE BENEFIT**

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

**4.6 HEALTH SAVINGS ACCOUNT BENEFIT**

Each Participant may elect to have a portion of his Employer Contributions and Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

**4.7 NONDISCRIMINATION REQUIREMENTS**

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## ARTICLE V PARTICIPANT ELECTIONS

### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.6, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly. This Health Flexible Spending Account is a "limited FSA" designed to coordinate with a Health Savings Account and high deductible health plan.

### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant who contributes to a Health Savings Account may only be reimbursed for medical expenses that are considered to be for dental, vision or preventive care expenses as allowed under Code Section 223.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500.

(b) The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$260. For any short Plan Year, the maximum amount that may be allocated to the Health Flexible Spending Account is prorated.

(c) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(d) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group



in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

## 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
  - (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
  - (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- (f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
- (1) Repayment of the improper amount by the Participant;
  - (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
  - (3) Claims substitution or offset of future claims until the amount is repaid; and
  - (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### **7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### **7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### **7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### **7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### **7.7 ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

### **7.8 FORFEITURES**

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### **7.9 LIMITATION ON PAYMENTS**

(a) **Plan limits.** Notwithstanding any provision contained in this Dependent Care Flexible Spending Account to the contrary, the following limits apply in addition to the Code limits. The minimum amount that may be allocated to the Dependent Care Flexible Spending Account by a Participant in or on account of any Plan Year is \$250.

(b) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that

- (i) he or she is incapacitated, or
- (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

### 7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## ARTICLE VIII BENEFITS AND RIGHTS

### 8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in

writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
  - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
  - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
  - (2) review pertinent documents; and
  - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## 8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

## ARTICLE IX ADMINISTRATION

### 9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

**11.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

**11.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance



Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

#### **11.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### **11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

#### **11.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### **11.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Ohio.

#### **11.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### **11.13 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### **11.14 CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

#### **11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### **11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### **11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

## 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### **11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### **11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### **11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### **11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

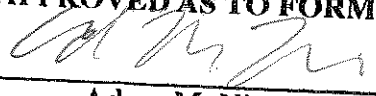
#### **11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this 29<sup>th</sup> day of September.

Warren County Government

By   
EMPLOYER

**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1357

Adopted Date September 29, 2020

APPROVE RATE CONFIRMATION RELATIVE TO GROUP LIFE INSURANCE WITH MINNESOTA LIFE INSURANCE COMPANY EFFECTIVE JANUARY 1, 2020

WHEREAS, it is the desire of the Board to approve and accept the rates group life insurance coverage with Minnesota Life Insurance Company; and

WHEREAS, the rates reflected are for the period of January 1, 2021 through December 31, 2023 and also reflect a reduction from \$.18 to \$.17 per \$1000 of coverage per month; and

WHEREAS, the Rate Confirmation attached also reflects rates pertaining to Minnesota Supplemental Life, and those rates remain unchanged; and

WHEREAS, as a matter of record Minnesota Life will allow a one-time open enrollment for existing employees to elect \$20,000 of Guaranteed Issue supplemental coverage; and

NOW THEREFORE BE IT RESOLVED, to approve and accept the Rate Confirmation with Minnesota Life Insurance for period January 1, 2021 through December 31, 2023; Rate Confirmation attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Minnesota Life Insurance  
Horan and Associates  
Tammy Whitaker, OMB  
Benefits File



**RATE CONFIRMATION**

1. Policyholder: Warren County
2. Policy Number(s): 34305
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, and Child Life
4. The insurance rates included in this rate confirmation include compensation as outlined in the Compensation Notice & Disclosure Statement.
5. Underwriting company: Minnesota Life Insurance Company
6. Rate Coverage Period: January 1, 2021 – December 31, 2023

Premium Rates:

Coverage	Current Rates		Renewal Rates	
	Rate per \$1,000 per month		Rate per \$1,000 per month	
Basic Active Life	\$0.18		\$0.17	
Basic Active AD&D	\$0.02		\$0.02	
Employee and Spouse Supplemental Life*	<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>
	Under 25	\$0.05	Under 25	\$0.05
	25 – 29	\$0.06	25 – 29	\$0.06
	30 – 34	\$0.08	30 – 34	\$0.08
	35 – 39	\$0.09	35 – 39	\$0.09
	40 – 44	\$0.12	40 – 44	\$0.12
	45 – 49	\$0.21	45 – 49	\$0.21
	50 – 54	\$0.37	50 – 54	\$0.37
	55 – 59	\$0.61	55 – 59	\$0.61
	60 – 64	\$0.75	60 – 64	\$0.75
	65 – 69	\$1.31	65 – 69	\$1.31
70 – 74	\$2.06	70 – 74	\$2.06	
75**	\$2.38	75**	\$2.38	
Employee and Spouse Supplemental AD&D	\$0.02		\$0.02	
Child Life	\$0.13		\$0.13	

\*Please note, supplemental life rates do not include AD&D  
 \*\*Rates increase beyond age 75 and will be provided upon request.

RECEIVED OMBB009

SEP21 20 RCVL

Securian Financial Group


By Susan Munson-Regala  
 Susan Munson-Regala

Date September 9, 2020


Title Vice President and Actuary

**ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER**

This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. This renewal offer is subject to the current terms and conditions of the policies covering employees and their dependents. Minnesota Life reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2020 renewal census.

By   
Title President

Date 9.29.20

**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1358

Adopted Date September 29, 2020

**AUTHORIZE AGREEMENT AND RELEASE WITH UNITED HEALTHCARE  
PERTAINING TO OVERPAYMENT OF SERVICES NOT RECEIVED**

WHEREAS, it was brought to the attention of United Healthcare by the Benefits & Risk Manager of Warren County that services pertaining to the collection of biometric data from Interactive Health for the purpose of health coaching where not being performed; and

WHEREAS, Warren County has paid \$21,741.86 for the period of March 1, 2014 through December 31, 2018, and upon becoming aware that the services were not being carried out, requested reimbursement in that amount; and

NOW THEREFORE BE IT RESOLVED, to accept and authorize the Release Agreement attached hereto and made a part hereof by United Healthcare relative to the reimbursement of \$21,741.86 for services not received.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—United Healthcare  
Horan and Associates  
Tammy Whitaker, OMB  
Benefits File



## AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is made and effective as of September 8, 2020 (the “Effective Date”) by and between Warren County Board of Commissioners, of Lebanon, Ohio (“Client”) and United HealthCare Services, Inc., on behalf of itself and its affiliated companies (“United”), the claims administrator for certain health coverages offered by Client to its employees and their dependents under a health benefit plan (“the Plan”).

In this Agreement, Client and United may individually be referred to as “a party”, and collectively as “the parties”.

This Agreement is made with respect to an issue that arose under United’s administration of the Plan under the Administrative Services Agreement between the parties, dated as of January 1, 2012 (“the ASA”). Client contracted with United to set up file feeds with vendor Interactive Health Solutions (“I.H.S”) to collect biometric data for clinical reasons and reporting. Between March 1, 2014 and December 31, 2018, United charged Client fees for I.H.S services that were not provided, resulting in overpayments by Client. The total amount of overpayments was Twenty-One Thousand Seven Hundred Forty-One and 86/100 Dollars (\$21,741.86). The issue and the indicated overpayment will hereafter be referred to as “Overpayments.”

The parties each expressly acknowledge and agree that this Agreement is a compromise of disputed claims and that the terms and conditions of this Agreement are not to be construed as an admission of liability by United relative to its obligation to reimburse Client for the Overpayments or to reimburse the Client for any other costs under the terms of the ASA. However, as an accommodation to the Client and to show its good faith, United has offered to pay, and Client has agreed to accept, \$21,741.86 to settle all matters regarding the Overpayments. Client agrees that United may pursue its standard overpayment recovery process for the Overpayments and that any recoveries obtained by United will be used to offset the settlement amount under this Agreement and may be retained by United up to the amount of the settlement amount.

In consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. In consideration of and expressly conditioned on each party’s performance of its obligations under this Agreement, and subject to the provisions of this Agreement, each party, by its execution of this Agreement, releases and forever discharges the other party and its respective officers, directors, parents, agents, employees, subsidiaries, affiliates, and any other entity or anyone else who could make a claim by and through it, from any and all claims, demands, actions, causes of action, and liability arising from the Overpayments.

SEP21 '20 ROW

RECEIVED 01600000

2. The parties agree that the terms and conditions of this Agreement shall be kept confidential. Disclosure shall be permitted only upon order of a court, governmental and/or administrative agency, or either party's normal course of business to its legal counsel and/or auditors with a direct business need to know and who are bound by obligations of confidentiality at least as strict as those set forth herein.
3. The parties agree that United will make a payment to Client in the amount of \$21,741.86 in the form of a credit to Client's invoice.
4. This Agreement shall be governed by the laws of the State of Minnesota.
5. This Agreement contains all of the terms and conditions of, and expresses the complete and only understanding between the parties with respect to its subject matter. No change or modification to this Agreement shall be binding on either party unless it is in writing and executed by authorized representatives of both parties.
6. If any one or more of the provisions of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.
7. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and all successors to and assigns of the parties.
8. This Agreement accurately states and describes the terms agreed upon by the parties, and as such, will be construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not be construed against any one party.
9. Each party to this Agreement will bear its own costs and expenses in connection with performing its obligations under this Agreement. United shall have no responsibility whatsoever to any federal, state or local taxing authority for the tax liability, or consequences, if any, to Client arising from any payment made to Client hereunder.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same document.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED:

Warren County Board of Commissioners

United HealthCare Services, Inc.

Name: 

Title:

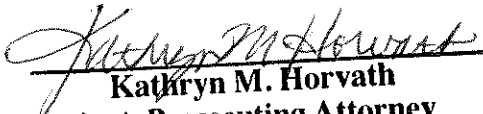
Date:

Name: 

Title: CFO

Date: 9/14/2020

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1359

Adopted Date September 29, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A  
HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Host  
Agency Training Agreement with the following agency, as attached hereto and made part hereof:

AARP Foundation  
5320 E. Main St., Suite 600  
Whitehall, OH 43213

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—OhioMeansJobs  
OhioMeansJobs (file)



Host Agency: Ohio Means Jobs Warren County FEIN: 31-6000058

Address: 300 E. Silver St., Lebanon, OH - 45036

Phone: (513) 695-1130 Ext:

Fax: (513) 695-2985

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

**This Agency is:**

**A Non-Profit Organization**  
(Tax exempt under the Internal Revenue code 501(c)(3))

**Participant Supervisor(s) Compensated With Federal Funds**

**A Public Organization**

**Participant Supervisor(s) NOT Compensated With Federal Funds**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
  - Accept referrals and interviews for employment outside the program;
  - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
  - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
  - Register and maintain registration with the State Employment Service and/or One Stop Center;
  - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents – not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record

(MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

~~14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct under express instructions from the Host Agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute AARP Foundation performance. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.~~

LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts by omission, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform Work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.


17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.


19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Signature:  Date: 9.29.20  
Full Legal Name: David Young Title: President

PY20 (Effective 7/2020)

Signature 

Full Legal Name STEPHEN ALAN ALBRIGHT

Date 9/17/20

Title PROJECT DIRECTOR

Organization AARP FOUNDATION

APPROVED AS TO FORM

  
Keith W. Anderson  
Asst. Prosecuting Attorney



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1360

Adopted Date September 29, 2020

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO SIGN AMENDED AND RESTATED WARREN COUNTY DRUG TASK FORCE COUNCIL OF GOVERNMENTS CONTRACT


BE IT RESOLVED, to approve and authorize the President of the Board to sign Amended and Restated Warren County Drug Task Force Council of Governments; copy of said contract attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH/

cc: c/a – Drug Task Force  
[arrasmith@wcdtf.org](mailto:arrasmith@wcdtf.org)  
Sheriff (file)  
Auditor

**AMENDED AND RESTATED  
WARREN COUNTY DRUG TASK FORCE  
COUNCIL OF GOVERNMENTS CONTRACT**

**WHEREAS**, in accordance with Ohio Revised Code §167.01, et seq., the Warren County Drug Task Force Council of Governments (COG) was established, and the charter members entered into the Warren County Drug Task Force Council of Governments Contract (hereinafter referred to as the Original Contract), a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, periodically the Original Contract has been amended to reflect changes in membership and name; and

**WHEREAS**, the parties wish to amend and restate the Council of Governments Contract to clarify its terms, to accurately reflect the membership, and to secure proper authorization from each member;

**NOW, THEREFORE**, the Original Contract is hereby restated and amended as follows:

This Amended and Restated Cooperative Contract is entered into this 20<sup>th</sup> day of September, 2020, between the Warren County Board of Commissioners, for and on behalf of the Warren County Prosecutor's Office and the Warren County Sheriff's Office; the Clinton County Board of Commissioners, for and on behalf of the Clinton County Prosecutor's Office; the Ohio Attorney General Bureau of Criminal Investigation (BCI); and Clearcreek Township, the City of Franklin, Hamilton Township, the City of Lebanon, the City of Loveland, the Village of Maineville, the City of Mason, the City of Monroe, the City of Springboro, the Village of Waynesville, the City of Wilmington, the Village of Harveysburg, and the Village of Carlisle for and on behalf of their respective Police Departments, (hereinafter, collectively, "the participating agencies").

**WHEREAS:**

The parties hereto are engaged in the provision of law enforcement services within their respective jurisdictions;

The parties have personnel who are trained to enforce criminal drug trafficking laws;

Each party owns equipment which is used in such enforcement;

The parties desire to provide a mechanism pursuant to which contributions of equipment and personnel may be utilized in furtherance of the purpose of maintaining a qualified and efficient Warren County Drug Task Force; and

Ohio Revised Code §167.01 permits the establishment of regional councils of government for the purpose of enforcing criminal drug trafficking laws.

**I. LENGTH OF CONTRACT:**

This Contract shall become effective upon approval by at least a majority vote of its members and shall remain in force and effect indefinitely unless terminated as provided herein.

**II. WARREN COUNTY DRUG TASK FORCE POLICY BOARD:**

- A. The Warren County Drug Task Force Policy Board shall consist of the Warren County Sheriff; the Warren County Prosecutor; the Clinton County Prosecutor; the Ohio Attorney General BCI; and the police chiefs of Clearcreek Township, Franklin, Hamilton Township, Lebanon, Loveland, Maineville, Mason, Monroe, Springboro, Waynesville, Wilmington, Harveysburg, and Carlisle.
- B. A majority of the Warren County Drug Task Force Policy Board constitutes a quorum for the transaction of business.
- C. Meetings of the Warren County Drug Task Force Policy Board will be held at such time and place as are specified in a notice of meeting.
- D. A meeting of the Warren County Drug Task Force Policy Board may be called by any member of the Board by giving notice of the time, place and purpose of such meeting to the other members of the Board. No meeting of the Board shall be held sooner than seven (7) days than the date of the notice of meeting. The notice of meeting shall be in writing and given to each of the parties by personal delivery or facsimile transmittal.
- E. The Warren County Drug Task Force Policy Board shall set policy for the enforcement of criminal drug trafficking laws within Warren County by the Warren County Drug Task Force, pursuant to the terms of this Contract.

**III. RELATIONSHIP OF PARTIES:**

- A. During the scope of any investigation covered by this Contract, participating personnel shall act under direction of the Commander of the Warren County Drug Task Force or Designee. This provision notwithstanding, the parties shall be independent contractors in connection with the performance of their respective obligations under this Contract and this Contract shall not be construed to create any partnership, joint venture, agency or franchise. Nor shall this Contract be construed to create an employer-employee relationship between the Warren County Drug Task Force, the participating agencies and personnel providing services pursuant to this Contract.
- B. Nothing contained herein shall be interpreted or construed to alter or modify the responsibilities of participating agencies as provided in the Ohio Revised Code,

relevant provisions of law and other contracts and agreements regarding compensation for the time, services, and expenses of personnel, and contributions to and liability for workers compensation, unemployment compensation benefits, retirement benefits, health care benefits and other benefits accrued by law enforcement personnel within the scope of any investigation covered by this Contract, or at any other time.

**IV. GOVERNING LAW:**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

**V. ALLOCATION OF LIABILITY:**

All personnel providing services pursuant to this Contract shall, for purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective participating agencies and not under the direction and control of the Warren County Drug Task Force, and the participating agencies shall assume the risk of any liability to third parties arising from the conduct, acts and omissions of such personnel.

**VI. FISCAL AGENT:**

The Warren County Auditor shall serve as the fiscal agent of the Warren County Drug Task Force.

**VII. ENTIRE AGREEMENT:**

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties, specifically the Original Contract and Amendments thereto. No representations, promises, understandings, or agreements, otherwise, not herein contained shall be of any force or effect. The previously adopted bylaws attached hereto are hereby ratified and included as part of this Contract.

**VIII. MODIFICATION OR AMENDMENT:**

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

**IX. CONSTRUCTION:**

Should any portion of this Contract be deemed unenforceable by an administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

**X. WAIVER:**

No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

**XI. ASSIGNMENT:**

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

**XII. HEADINGS:**

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

**XIII. PARTIES:**

Whenever the parties are referred to herein, the reference shall include, without exception, the employees, agents and authorized representatives of the parties.

**XIV. TERMINATIONS:**

This Contract may be terminated by a majority vote of the members at a regular or special meeting. Members may withdraw in accordance with the bylaws.

**XV. NOTICES:**

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Sheriff's Office  
822 Memorial Drive  
Lebanon, Ohio 45036  
513/695-1280

- TO: Warren County Prosecutor's Office  
520 Justice Drive  
Lebanon, Ohio 45036  
513/695-1325
- TO: Clinton County Prosecutor's Office  
103 East Main Street  
Wilmington, Ohio 45177  
937/382-4559
- TO: BCI  
P.O. Box 365  
1560 State Route 56  
London, Ohio 43140
- TO: Clearcreek Township Police Department  
7593 Bunnell Hill Road  
Springboro, Ohio 45066  
513/748-1267
- TO: Franklin Police Department  
400 Anderson Street  
Franklin, Ohio 45005  
937/746-2882
- TO: Hamilton Township Police Department  
7780 South State Route 48  
Maineville, Ohio 45039  
513/683-0538
- TO: Lebanon Police Department  
25 West Silver Street  
Lebanon, Ohio 45036  
513/932-2010
- TO: Loveland Police Department  
126 South Lebanon Road  
Loveland, Ohio 45140  
513/583-3000
- TO: Maineville Police Department  
8188 South State Route 48  
Maineville, Ohio 45039  
513/583-0048

- TO: Mason Police Department  
6000 Mason-Montgomery Road  
Mason, Ohio 45040  
513/229-8560
- TO: Monroe Police Department  
233 South Main Street  
Monroe, Ohio 45150  
513/539-9234
- TO: Springboro Police Department  
320 West Central Avenue  
Springboro, Ohio 45066  
937/748-0611
- TO: Waynesville Police Department  
1400 Lytle Road  
Waynesville, Ohio 45068  
513/897-8010
- TO: Wilmington Police Department  
69 North South Street  
Wilmington, Ohio 45177  
937/382-3833
- TO: Harveysburg Police Department  
79 W. Main Street  
P.O. Box 189  
Harveysburg, OH 45032  
513/897-9926
- TO: Carlisle Police Department  
760 Central Avenue  
Carlisle, OH 45005

**XVI. Authorization for Contract:**

This Contract has been signed by the respective parties pursuant to the attached resolutions.

APPROVED AS TO FORM:



---

Keith W. Anderson  
Assistant Prosecuting Attorney

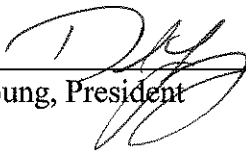


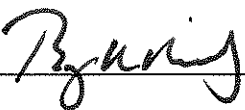
**WARREN COUNTY BOARD OF COMMISSIONERS**

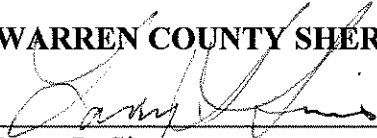
Warren County Commissioners Resolution No. 20-1340 adopted on the 29<sup>th</sup> day of September, 2020.

WITNESS the hand of David G. Young, President of the Board of Warren County Commissioners, this 29<sup>th</sup> day of September, 2020.

**BOARD OF WARREN COUNTY COMMISSIONERS**


  
\_\_\_\_\_  
David G. Young, President

Witness:  
  
\_\_\_\_\_

**WARREN COUNTY SHERIFF**  
  
\_\_\_\_\_  
Larry L. Sims

Date: 9-1-2020

Witness:  
  
\_\_\_\_\_

**WARREN COUNTY PROSECUTING ATTORNEY**  
  
\_\_\_\_\_  
David P. Fornshell

Date: 9-1-2020

**CLINTON COUNTY BOARD OF COMMISSIONERS**

Clinton County Commissioners Resolution No. 20 adopted on the 26<sup>th</sup> day of August, 2020.

WITNESS the hand of Kerry R. Steed, President of the Board of Clinton County Commissioners, this 26<sup>th</sup> day of August, 2020.

**BOARD OF CLINTON COUNTY COMMISSIONERS**

Kerry R. Steed  
KERRY R. STEED, President

Witness:

Diana L. Groves

**CLINTON COUNTY  
PROSECUTING ATTORNEY**

By: Andrew M'Loay (6082800)  
Richard W. Moyer

Date: 8/13/2020

**OHIO ATTORNEY GENERAL BUREAU OF CRIMINAL  
INVESTIGATION**



---

Joseph Morbitzer, Superintendent  
Bureau of Criminal Investigation  
Ohio Attorney General

Date: June 4, 2020

**CLEARCREEK TOWNSHIP TRUSTEES**

Clearcreek Township Trustees Resolution No. 5205 adopted on the  
13<sup>th</sup> day of January, 2020.

WITNESS the hand of Ed Wade, Chairman of the Board of Clearcreek  
Township Trustees, this 3<sup>d</sup> day of June, 2020.

**BOARD OF CLEARCREEK TOWNSHIP TRUSTEES**

Ed Wade  
Chairman

**FRANKLIN CITY COUNCIL**

Franklin City Council Resolution No. 2020-24 adopted on the 4th day of May, 2020.

WITNESS the hand of Sonny Lewis, City Manager of Franklin, this 29th day of May, 2020.

**CITY OF FRANKLIN**

Sonny Lewis  
City Manager

APPROVED AS TO FORM

Lynnette Dinkler  
Lynnette Dinkler  
Law Director, City of Franklin

**HAMILTON TOWNSHIP TRUSTEES**

Hamilton Township Trustees Resolution No. 20-0401 adopted on the 7<sup>th</sup>  
day of April, 2020.

WITNESS the hand of Darryl Cordrey, Chairman of the Board of Hamilton  
Township Trustees, this 7<sup>th</sup> day of April, 2020.

**BOARD OF HAMILTON TOWNSHIP TRUSTEES**

  
\_\_\_\_\_  
Chairman

**LEBANON CITY COUNCIL**

Lebanon City Council Resolution No. 2020-016 adopted on the 11<sup>th</sup> day of February, 2020.

WITNESS the hand of Scott Brunke, City Manager of Lebanon, this 23<sup>rd</sup> day of March, 2020.

**CITY OF LEBANON**

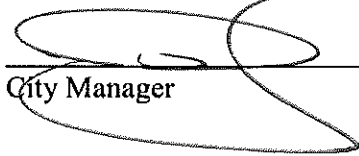
  
City Manager

**LOVELAND CITY COUNCIL**

Loveland City Council Resolution No. 88 adopted on the 8 day of SEPTEMBER, 2020.

WITNESS the hand of DAVID KENNEDY, City Manager of Loveland, this 8 day of SEPTEMBER, 2020.

**CITY OF LOVELAND**

  
\_\_\_\_\_  
City Manager



**MAINEVILLE VILLAGE COUNCIL**

Maineville Village Council Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS the hand of \_\_\_\_\_, Village Manager of Maineville, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF MAINEVILLE**

\_\_\_\_\_  
Village Manager

*\* THE MAINEVILLE POLICE DEPARTMENT WAS DISSOLVED BY  
VILLAGE COUNCIL PER RESOLUTION # 2020-05 ON  
JULY 2, 2020. - Major S. Ammit*

**MASON CITY COUNCIL**

Mason City Council Resolution No. Ordinance 2020-69 adopted on the 10<sup>th</sup> day of August, 2020.

**WITNESS** the hand of Eric Hansen, City Manager of Mason, this 19<sup>th</sup> day of August, 2020.

**CITY OF MASON**

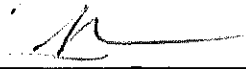
[Signature]  
City Manager

**MONROE CITY COUNCIL**

Monroe City Council Resolution No. 22-2020 adopted on the 24 day of March, 2020.

WITNESS the hand of William Brack City Manager of Monroe, this 24 day of March, 2020.

**CITY OF MONROE**


  
\_\_\_\_\_  
City Manager

**SPRINGBORO CITY COUNCIL**

Springboro City Council Resolution No. \_\_\_\_\_ adopted on the 20<sup>th</sup> day of MARCH, 2020.

WITNESS the hand of CHRIS POZZUTO, City Manager of Springboro, this 20<sup>th</sup> day of MARCH, 2020.

**CITY OF SPRINGBORO**

  
City Manager

State of Ohio  
County of Warren Jss.

Sworn to and subscribed in my presence this 20<sup>th</sup> day of MARCH, 2020.

Notary signature 

Notary (printed name) LOIS BOYTIM  
Notary Public, State of Ohio

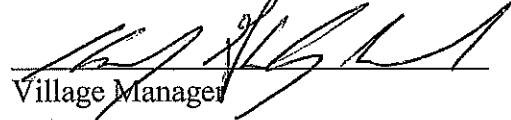
**LOIS BOYTIM, Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires October 2, 2021**

**VILLAGE OF WAYNESVILLE**

Waynesville Village Council Resolution No. 2020-025 adopted on the 1<sup>st</sup>  
day of June, 2020.

WITNESS the hand of Gary Copeland, Village Manager of Waynesville, this  
1<sup>st</sup> day of June, 2020.

**VILLAGE OF WAYNESVILLE**

  
Village Manager

**WILMINGTON CITY COUNCIL**

Wilmington City Council Resolution No. R-20-20 adopted on the 6<sup>th</sup> day of August, 2020.

WITNESS the hand of Brian A. Shidaker Safety Dir. of Wilmington, this 7<sup>th</sup> day of August, 2020.

**CITY OF WILMINGTON**

Brian A. Shidaker

Director of Public Safety

**HARVEYSBURG VILLAGE COUNCIL**

Harveysburg Village Council Resolution No. 2019 - 060 adopted on the 21<sup>st</sup>  
day of NOVEMBER, 2020. 2019.

WITNESS the hand of Richard Berlat, Mayor of Village of Harveysburg, this  
18<sup>th</sup> day of SEPTEMBER, 2020.

**VILLAGE OF HARVEYSBURG**

Mayor 

**CARLISLE VILLAGE COUNCIL**

Carlisle Village Council Resolution No. 8-20 adopted on the 14<sup>th</sup> day of April, 2020.

WITNESS the hand of JULIE DUFFY, Village Manager of the Village of Carlisle, this 14<sup>th</sup> day of April, 2020.

**VILLAGE OF CARLISLE**

Julie Duffy  
Village Manager



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1361

Adopted Date September 29, 2020

APPROVE AMENDMENT #1 TO THE CONTRACT WITH URBAN INSTITUTE

WHEREAS, Warren County has entered into a contract with Urban Institute through Resolution #19-0157, for the Comprehensive Opioid Abuse Site-Based Program; and

WHEREAS, the County desires to amend said contract to extend term; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 with Urban Institute, as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Urban Institute  
OGA (file)

**AMENDMENT #1  
TO SUBAWARD AGREEMENT WITH URBAN INSTITUTE**

Amendment to the agreement dated February 5, 2019, Resolution # 19-0157, for assistance with the Comprehensive Opioid Abuse Site-Based Program grant project:

By and between the County:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

and the Grantee:

The Urban Institute  
500 L'Enfant Plaza SW  
Washington DC, 20024

Replace the following paragraph of agreement:

**2. Term.** The term of this Subaward shall be from October 1, 2018 through September 30, 2020, unless amended by written agreement. The Subaward is effective on the date of signature of Grantor's duly authorized representative.

With the following paragraph:

**2. Term.** The term of this Subaward shall be from October 1, 2018 through September 30, 2021, unless amended by written agreement. The Subaward is effective on the date of signature of Grantor's duly authorized representative.

This Amendment agreed to by:

**Warren County Board of Commissioners**

**Urban Institute (Evaluation Agency)**


  
\_\_\_\_\_

  
\_\_\_\_\_

Date 9.29.20

Date 9/16/2020

Approved as to form:

  
\_\_\_\_\_

Keith Anderson  
Assistant County Prosecutor

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1362

Adopted Date September 29, 2020

ENTER INTO A CONSULTING AGREEMENT WITH JONATHAN MARKER, WEATHER VUE PRO LLC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

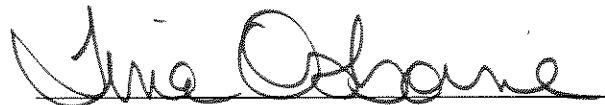
BE IT RESOLVED, to enter into a consulting agreement with Jonathan Marker, Weather Vue Pro LLC, for customized weather condition services on behalf of the Warren County Engineer's Office. Copy of said agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Marker, Jonathan – Weather Vue Pro LLC  
Engineer (file)

## CONSULTING AGREEMENT

This Agreement for weather consulting service ("Service") is hereby made by and between Jonathan Marker of Weather Vue Pro LLC located at 1703 US 35 East, Eaton, Ohio 45320 ("Consultant") and the Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

### 1. DESCRIPTION OF SERVICES

The Client agrees to receive a consulting package that includes:

- A. Daily (Monday-Friday) customized forecasts and updates will be sent via email. Weekend and holiday updates will be sent if weather conditions warrant.
- B. On-call via phone call or text messaging for any questions or concerns.
- C. Monthly and seasonal weather outlooks.

### 2. TERM

This Agreement and Service will become effective on November 1, 2020 and remain in effect until the completion of this Service on April 30, 2021.

### 3. COMPENSATION

The Client agrees to provide payment to the Consultant of \$ 2,495.00 for the Service. Consultant will submit invoicing to the Client. Payment due date will be listed on the invoice.

### 4. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor with respect to the Client and not an employee. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

### 5. CONFIDENTIALITY

The Client and its users agree that all materials are property of Weather Vue Pro LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service.

The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature.

With the exception that it shall not be deemed a violation of this section if Client is compelled to share relevant public records to Ohio Public Records Laws. If Client must share public records relevant to this agreement pursuant to the laws of the State of Ohio, Client will provide notice to Consultant.

### 6. DISCLAIMER OF WARRANTIES

Consultant has the knowledge and experience to perform the services required by this agreement, but does not warrant the accuracy of the results obtained through the use of this Service. Client acknowledges that weather forecasting is not an exact science and that the Consultant is not responsible for any damages and has no control over Client's actions in response to the forecasts and information received. Consultant makes no warranties regarding the availability, functionality, or serviceability of its services, but agrees to take all steps necessary to promptly repair any problems.

**7. TERMINATION**

Early termination of this Service by the Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

**8. NON-DISCLOSURE**


Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**9. FORCE MEJEURE**

This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

**10. ENTIRE AGREEMENT AND NOTICE**

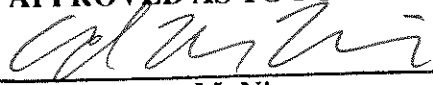
This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

  
\_\_\_\_\_  
Jonathan Marker, Weather Vue Pro LLC

  
\_\_\_\_\_  
Warren County Board of Commissioners

08/20/2020  
\_\_\_\_\_  
Date

9/29/20  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1363

Adopted Date September 29, 2020

APPROVE AGREEMENT AND ADDENDUM WITH YOUTH ADVOCATE SERVICES AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Youth Advocate Services, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a— Youth Advocate Services  
Children Services (file)

## Ohio Department of Job and Family Services

### AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

and Youth Advocate Services, hereinafter "Provider," whose address is:

Youth Advocate Services  
2323 W 5th AVE STE 150  
Columbus, OH 43204

Collectively the "Parties."

## Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES	3
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED	3
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED	3
Section 1.03	EXHIBITS	3
ARTICLE II.	TERM OF AGREEMENT	3
ARTICLE III.	ORDER OF PRECEDENCE	3
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT	4
ARTICLE V.	PROVIDER RESPONSIBILITIES	4
ARTICLE VI.	AGENCY RESPONSIBILITIES	6
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES	7
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES	7
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT	8
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY	9
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS	11
ARTICLE XII.	INDEPENDENT CONTRACTOR	12
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS	12
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS	12
ARTICLE XV.	AMENDMENTS	13
ARTICLE XVI.	NOTICE	13
ARTICLE XVII.	CONSTRUCTION	13
ARTICLE XVIII.	NO ASSURANCES	13
ARTICLE XIX.	CONFLICT OF INTEREST	13
ARTICLE XX.	INSURANCE	14
ARTICLE XXI.	INDEMNIFICATION & HOLD HARMLESS	15
ARTICLE XXII.	SCREENING AND SELECTION	16
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT	17
ARTICLE XXIV.	FINDINGS FOR RECOVERY	17
ARTICLE XXV.	PUBLIC RECORDS	17
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT	17
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY	17
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION	17
ARTICLE XXIX.	PROPERTY OF AGENCY	17
ARTICLE XXX.	SEVERABILITY	18
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED	18
ARTICLE XXXII.	COUNTERPARTS	18
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE	18
ADDENDA TO THIS AGREEMENT		18



## **RECITALS**

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### **Article I. SCOPE OF PLACEMENT SERVICES**

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### **Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### **Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

#### **Section 1.03 EXHIBITS**

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **09/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost.
    - b. Transportation, allowable maintenance cost.
    - c. Transportation; allowable administration cost.
    - d. Other Direct Services; allowable maintenance cost.
    - e. Behavioral health care; non-reimbursable cost.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:



ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance 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 Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, 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).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 7. 2 CFR part 200.501, Audit Requirements.

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

**Article XV. AMENDMENTS**

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

**Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Warren County Children Services  
416 S East St  
Lebanon, OH 45036

if to Provider , to Youth Advocate Services  
2323 W 5th AVE STE 150  
Columbus, OH 43204

**Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

**Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

**Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Transportation of Child**

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

### **C. Rehabilitation**

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(l) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

**Article XXIV. FINDINGS FOR RECOVERY**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

**Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

**Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the 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. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

**Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

**Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

Provider:	<i>[Signature]</i>	<i>9/10/2020</i>
Printed Name		Date
<b>Youth Advocate Services</b>		
Agency:	<i>[Signature]</i>	<i>9/18/2020</i>
Printed Name		Date
<b>Warren County Children Services</b>		

**APPROVED AS TO FORM**

*[Signature]*  
**Kathryn M. Horwath**  
 Asst. Prosecuting Attorney



Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION  
OF  
CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

Contract ID : 19215912

Originally Dated :09/01/2020 to 05/31/2021

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Youth Advocate Services		
<b>Street/Mailing Address</b> 2323 W 5th AVE STE 150		
<b>City</b> Columbus	<b>State</b> OH	<b>Zip Code</b> 43204

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION  
OF  
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

09/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 09/03/2020  
 Provider / ID : Youth Advocate Services/ 24311  
 Contract Period : 09/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Intermediate Program - Exceptional 1 (30200)-FFH	391693		\$41.91	\$36.83						\$14.90	\$93.64	09/01/2020	05/31/2021
Intermediate Program - Exceptional 1 (30200)-FFH	391693		\$63.16	\$36.83						\$18.65	\$118.64	09/01/2020	05/31/2021
Intermediate Program - Exceptional 1 (30200)-FFH	391693		\$81.25	\$56.39							\$137.64	09/01/2020	05/31/2021
Intermediate Program - Exceptional 1 (30200)-FFH	391693		\$84.41	\$36.83						\$22.40	\$143.64	09/01/2020	05/31/2021
Intermediate Program - Exceptional 1 (30200)-FFH	391693		\$102.64	\$60.00							\$162.64	09/01/2020	05/31/2021
Intermediate Program - Exceptional 2 (30201)-FFH	391694		\$60.68	\$49.39						\$24.33	\$134.40	09/01/2020	05/31/2021
Intermediate Program - Exceptional 2 (30201)-FFH	391694		\$81.93	\$49.39						\$28.08	\$159.40	09/01/2020	05/31/2021
Intermediate Program - Exceptional 2 (30201)-FFH	391694		\$100.02	\$78.38							\$178.40	09/01/2020	05/31/2021
Intermediate Program - Exceptional 2 (30201)-FFH	391694		\$103.27	\$49.39						\$31.74	\$184.40	09/01/2020	05/31/2021
Intermediate Program - Exceptional 2 (30201)-FFH	391694		\$121.27	\$82.13							\$203.40	09/01/2020	05/31/2021
Intermediate Program - Special (30199)-FFH	391690		\$37.32	\$32.08						\$14.40	\$83.80	09/01/2020	05/31/2021
Intermediate Program - Special (30199)-FFH	391690		\$58.57	\$32.08						\$18.15	\$108.80	09/01/2020	05/31/2021
Intermediate Program - Special (30199)-FFH	391690		\$76.66	\$51.14							\$127.80	09/01/2020	05/31/2021
Intermediate Program - Special (30199)-FFH	391690		\$79.82	\$32.08						\$21.90	\$133.80	09/01/2020	05/31/2021
Intermediate Program - Special (30199)-FFH	391690		\$98.82	\$54.89							\$153.71	09/01/2020	05/31/2021

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 09/03/2020  
 Provider / ID : Youth Advocate Services/ 24311  
 Contract Period : 09/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Intermediate Program - Traditional (30045)-FFH	391689			\$24.29	\$20.09						\$11.48	\$55.86	09/01/2020	05/31/2021
Intermediate Program - Traditional (30045)-FFH	391689			\$45.54	\$20.09						\$15.23	\$80.86	09/01/2020	05/31/2021
Intermediate Program - Traditional (30045)-FFH	391689			\$63.63	\$36.23							\$99.86	09/01/2020	05/31/2021
Intermediate Program - Traditional (30045)-FFH	391689			\$66.79	\$20.09						\$18.98	\$105.86	09/01/2020	05/31/2021
Intermediate Program - Traditional (30045)-FFH	391689			\$84.86	\$39.98							\$124.86	09/01/2020	05/31/2021

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms “Agency” or “Warren County Children Services” shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

**AMENDMENT #3:**

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

**AMENDMENT #4:**


Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

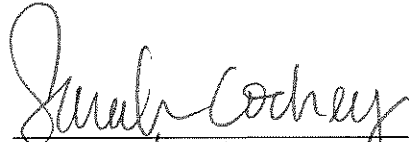
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-1363, dated 9/29/20, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

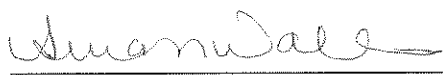
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 9/29/20

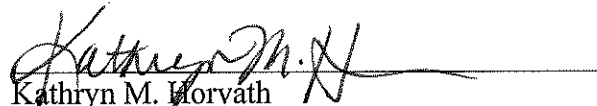
  
\_\_\_\_\_  
Provider Youth Advocate Services

Date 9/10/2020

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Morvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Franklin

I, Sarah Cooney, holding the title and position of CEO at the firm Youth Advocates Services affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Sarah Cooney  
AFFIANT

Subscribed and sworn to before me this 10th day of September 2020

Lauren Breck  
(Notary Public),

Franklin County.

My commission expires December 17th 2020

**LAUREN ALEXANDRA BRECK**  
Notary Public, State of Ohio  
My Commission Expires 12-17-2024

# Resolution

Number 20-1364

Adopted Date September 29, 2020

## ENTER INTO TEMPORARY ENTRANCE AND WORK AGREEMENT WITH CHARLES J. SULLIVAN AND PAULA JEAN SULLIVAN FOR THE BRIDGE MAINTENANCE PROJECT ON ELBON ROAD

WHEREAS, in order to improve the safety of Elbon Road a bridge maintenance project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel#09-09-400-002, located at 4950 Elbon Road, Waynesville, Ohio 45068, which is owned by Charles J. and Paula Jean Sullivan, husband and wife, grantors; and

WHEREAS, in order to complete this work, Grantee requests permission from Grantors to enter onto the real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for the stream realignment.
2. Re-align any existing ditch or flow line to allow proper flow.
3. Remove failed gabion basket and replace with large rocks.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Charles J. & Paula Jean Sullivan, for the Elbon Road bridge maintenance project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Sullivan, Charles J. & Paula J.  
Engineer (file)



## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Charles J. Sullivan and Paula Jean Sullivan, husband and wife, whose tax mailing address is 4950 Elbon Road Waynesville Ohio, 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a maintenance project on Elbon is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 4950 Elbon Road Waynesville Ohio, 45068, identified as Parcel #09-09-400-002. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for the stream realignment.
2. Re-align any existing ditch or flow line to allow proper flow.
3. Remove failed gabion basket and replace with large rocks.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Elbon Road Bridge #234-0.15 Maintenance Project or until December 31, 2020, whichever comes first.

[the balance of this page is blank]

**IN EXECUTION WHEREOF**, Charles J. Sullivan and Paula Jean Sullivan, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: Charles J. Sullivan

Printed Name: Charles J. Sullivan

Date: 9/16/2020

Signature: Paula Sullivan

Printed Name: Paula Jean Sullivan

Date: 9/16/2020

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, that on this 16<sup>th</sup> day of SEPTEMBER, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Charles J. Sullivan and Paula Jean Sullivan, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2022  
Recorded in  
Warren County

Dominic M. Brigano  
Notary Public  
My commission expires: 02/06/2022

[the balance of this page is blank]

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David Young, its President on the date stated below, pursuant to Resolution Number 80-1364 dated 9/29/20

**Grantee:**

**Signature:** \_\_\_\_\_

**Printed Name:** David Young

**Title:** President

**Date:** 9/29/20

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this 29<sup>th</sup> day of September, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David Young President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Kiana Hawk  
\_\_\_\_\_  
**Notary Public**  
**My commission expires:** 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: \_\_\_\_\_

Adam Nice, Assistant Prosecutor

500 Justice Drive

Lebanon, OH 45036

Ph. (513) 695-1399

Fx. (513) 695-2962

Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1365

Adopted Date September 29, 2020

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, COMMON PLEAS COURT-GENERAL DIVISION, DRUG TASK FORCE, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, MARY HAVEN CENTER, SHERIFF'S OFFICE, TELECOM, WATER & SEWER AND OHIOMEANSJOBS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items within Auditor's Office, Common Pleas Court- General Division, Drug Task Force, Engineer's Office, Facilities Management, Mary Haven Center, Sheriff's Office, Telecom, Water & Sewer, and OhioMeansJobs in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2020 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

GovDeals # AUD20002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Auditor

Date:

9/23/2020

002

### 3 Shelf Printed Stand

Select Item Type

Single Item

Category

Brand

Model #

Serial #

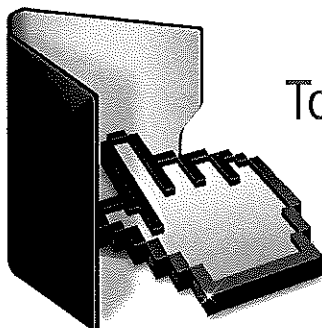
Date Removed From Service

Did Item Work When Removed?

Yes

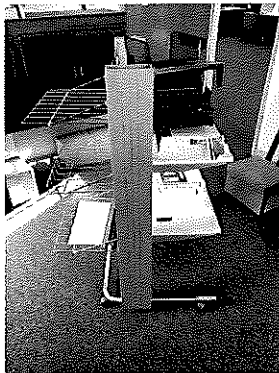
No

Unknown



Click Here  
To Upload Your  
First Image

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Auditors Office Room 210

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals # AUD20003

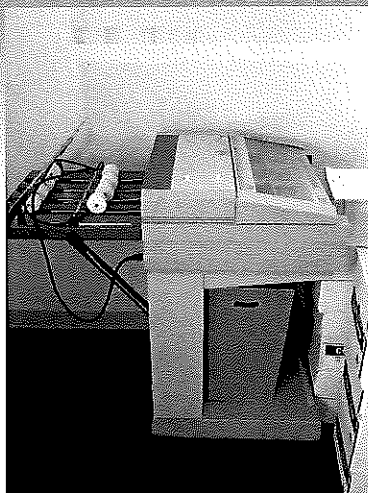
430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Auditor \_\_\_\_\_ Date: Sep 23, 2020 003

### Form Burster Duplo V-700



Select Item Type Single Item

Category Printing and Binding Equipment Brand \_\_\_\_\_

Model # \_\_\_\_\_ Serial # \_\_\_\_\_

Date Removed From Service \_\_\_\_\_ Did Item Work When Removed?  
 Yes  No  Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Auditors Office Room 210

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals # AUD20004

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

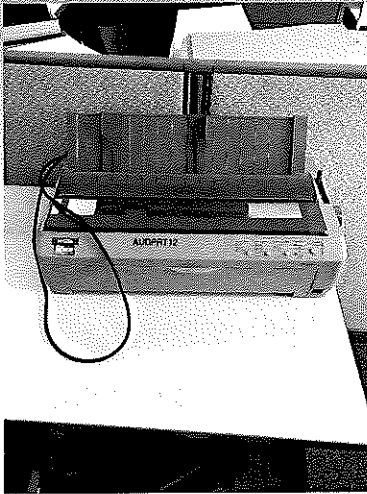
Auditor

Date:

Sep 23, 2020

004

### Epson FX2190 Printer



Select Item Type

Single Item

Category

Printing and Binding Equipment

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Auditors Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals # AUD20005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Auditor

Date:

Sep 23, 2020

005

### HP Printer



Select Item Type

Single Item

Category

Printing and Binding Equipment

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Storage Room 3rd Floor

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

GovDeals #

CPC20013

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

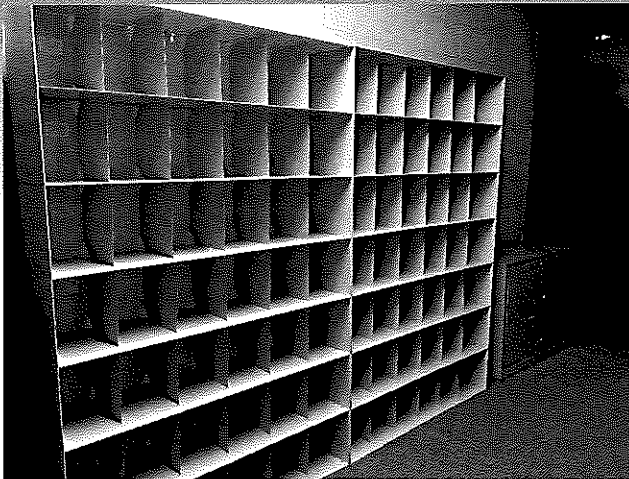
Common Pleas Court - General

Date:

Jul 21, 2020

013

### Large Metal Filing Shelves



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

7/21/20

Did Item Work When Removed?

Yes

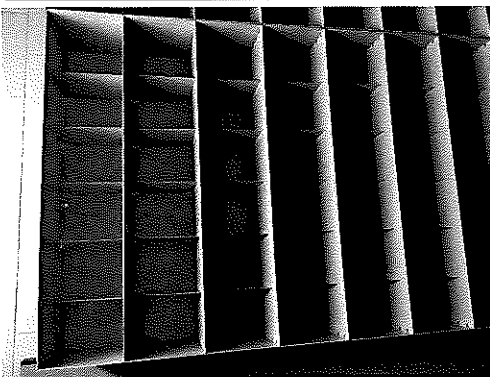
No

Unknown

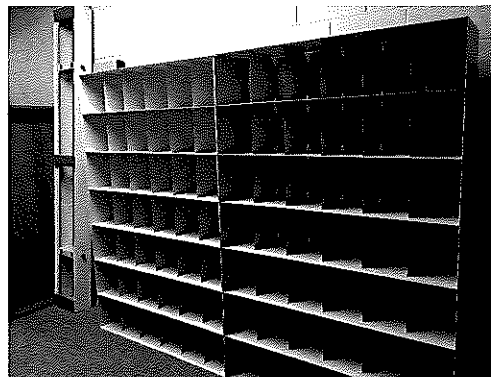
Additional Comments

Large Metal Filing Shelves

Good condition; used to file case notes in manila folders



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513 695 2596

Location of Item: Common Pleas Ct 500 Justice Dr Lebanon OH 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

CPC20018

## GovDeals Item Inspection Form

Common Pleas Court - General

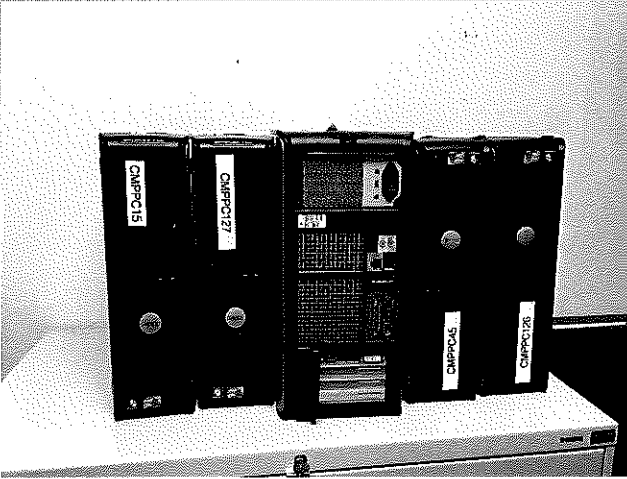
Date: Sep 21, 2020

018

### LOT OF CPUS

Select Item Type

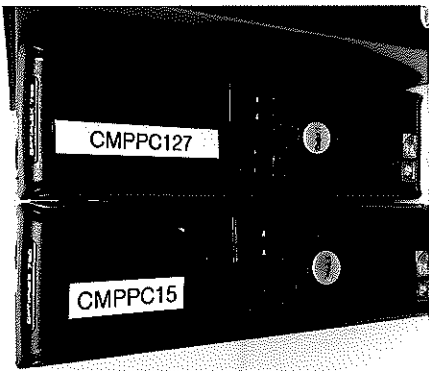
Lot of Multiple Items



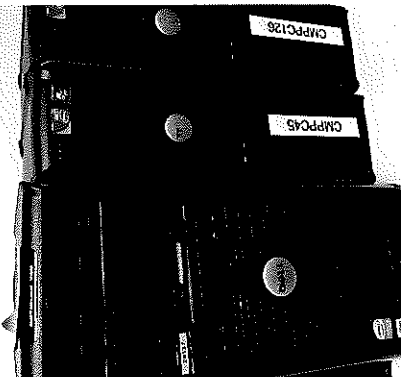
Qty	Brand	Model	Working Condition Y/N	Description
5	DELL		UNKNOWN	CPUS

Additional Comments

LOT OF 5 CPUS - DELL  
UNKNOWN CONDITION; HARD DRIVES HAVE BEEN PULLED



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: 500 JUSTICE DRIVE LEBANON OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

DTF20102

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Drug Task Force

Date:

Sep 24, 2020

102

### 1994 Honda Accord



Select Item Type

Vehicle

Vin #

1HGCD5653RA016848

Title restriction?

Yes  No

Odometer Reading

134293

Yes

Accurate?

No  Unknown

Year

1994

Make

Model

Accord

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Red

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

VTEC Engine: 2.2L 4 Cylinder, Gas Transmission: Automatic Drivetrain: 2 Wheel Drive Radio: JVC AM/FM CD, AC, Power: Steering, Windows, Door locks. Rust in spots. Intermittently does not start. Will need towed.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals#

ENG20003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Engineer

Date

Sep 3, 2020

003

### Lot sale of two (6) UPS battery backups



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	APC	RS800	Y	APC model RS800 battery backup County ID #24785, SN #5B1238T00566
1	APC	BE550G	Y	APC model BE550G battery backup County ID #28052, SN #4B1512P50817
1	APC	BE850M2	Y	APC model BE850M2 battery backup County ID #28086, SN #4B1915P17045
1	APC	BR1500G	Y	APC model BR1500G battery backup County ID #24783, SN #4B1323P41989
1	APC	BR1500G	Y	APC model BR1500G battery backup County ID #24773, SN #4B1308P10700
1	APC	BR1500G	Y	APC model BR1500G battery backup County ID #28064, SN #3B1603X12918

Additional Comments

Lot sale of six (6) UPS battery backups. Batteries have been removed & units were in working condition when removed from service.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Jeff Pendleton

Title: Asst. Bridge Design

Phone Number 513.695.3311

Location of Item: 210 W. Main St., Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date: Sep 3, 2020

037

Used Fire Alarm Horn/Strobes. Unsynchronizable



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
66	Genlex	ST24-15/75	Y	Genlex fire alarm strobe
85	Genlex	HS24-15/75	Y	Genlex fire alarm horn/strobe

Additional Comments

These are older signaling devices that are unsynchronizable.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS Title: ASSOCIATE ARCHITECT Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles). Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Sep 22, 2020

038

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand Mixture

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

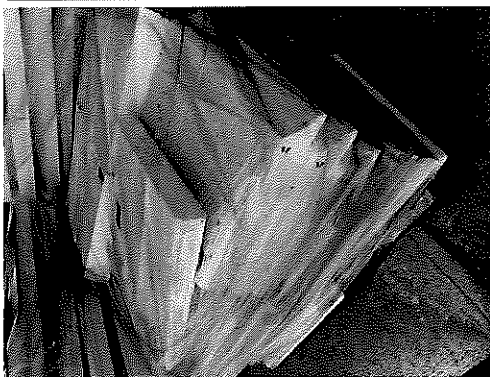
Yes

No

Unknown

#### Additional Comments

Skid 1: Approximating 32 @ 4'x2' LED lighting fixtures made by LSI Industries and Satco. Skid 2: Approximating 26 @ 4'x2' LED lighting fixtures made by Satco. Skid 3: Approximating 26 @ 4'x2' LED lighting fixtures made by Satco and Rene Sola. Skid 4: Approximating 29 @ 2'x2' LED lighting fixtures made by Satco. All skids of LED troffer lighting fixtures were in working condition but some may not be in working condition. Sold as is.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036. lean too in the back yard.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

FAC20039

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Sep 22, 2020

039

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand Mixture

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

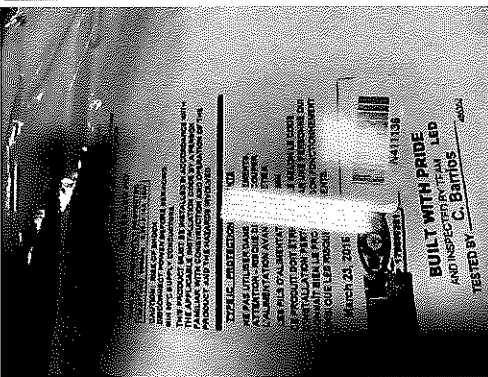
Yes

No

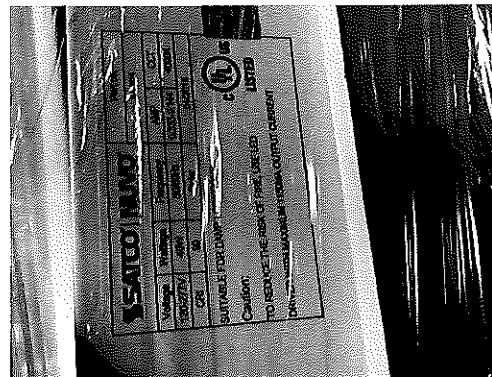
Unknown

#### Additional Comments

Skid 1: Have 1@ 2'x2' LED lighting fixture made by LSI Industries. Approximating 20 @ 4'x2' LED lighting fixtures made by Rene Sola & Satco Nuvo Lighting. All LED lighting troffer lighting fixtures were in working condition but some may not be in working condition. Sold as is.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036. Open bay

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

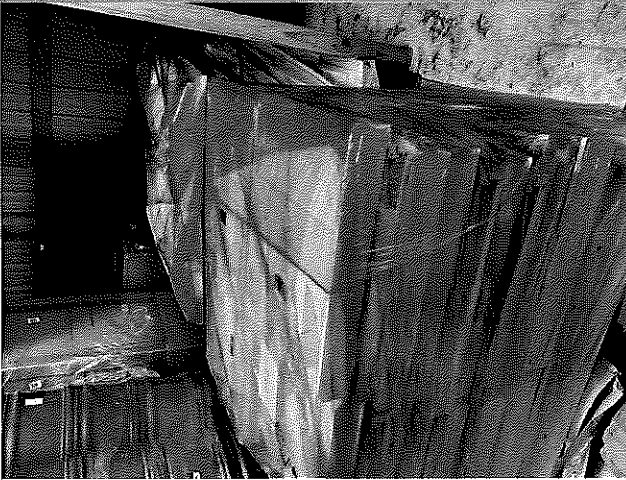
Facilities Management

Date:

Sep 22, 2020

040

## Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand Mixture of brands

Model #

Serial #

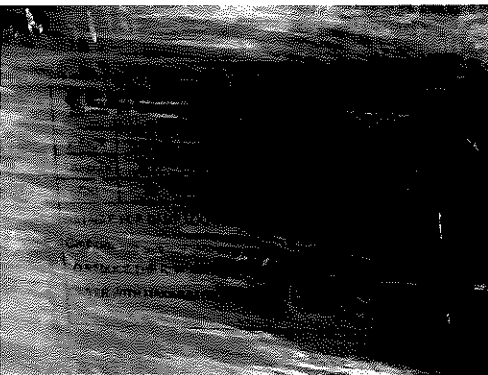
Date Removed From Service 2/11/20

Did Item Work When Removed?

Yes  No  Unknown

### Additional Comments

Skid 1: Approximating 19 @ 2'x2' LED lighting fixtures made by Satco. Approximating 16 @ 4'x2' lighting fixtures made by Satco.  
Skid 2: Approximating 16 @ 4'x2' LED lighting fixtures made by LSI Lighting Industries.  
All skids of LED troffer lighting fixtures were in working condition but some may not be in working condition. Sold as is.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036. VA barn

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

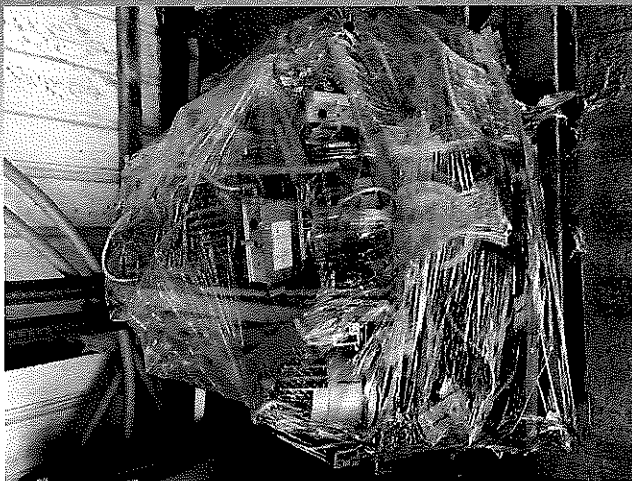
Facilities Management

Date:

Sep 3, 2020

041

### Lot of Recessed LED Can Lighting Fixtures



Select Item Type

Single Item

Category

Lighting/Fixtures

Brand

Indy

Model #

Serial #

Date Removed From Service

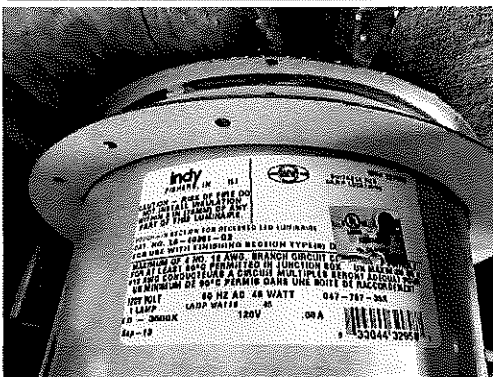
2/11/20

Did Item Work When Removed?

 Yes No Unknown

#### Additional Comments

Skid 1@ Approximating 20 @ 6" LED recessed can lighting fixture made by Indy. All recessed LED can lighting fixtures were in working condition but some may not be in working condition. Sold as is.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, Lean to in back yard

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

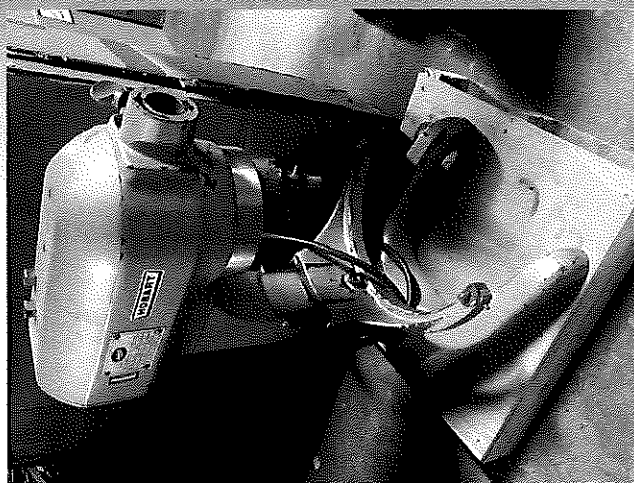
## GovDeals Item Inspection Form

Facilities Management

Date: Sep 22, 2020

042

### Hobart Commercial A-200 Stand Mixer



Select Item Type

Single Item

Category Cafeteria and Kitchen Equipment

Brand The Hobart MFG

Model # A-200

Serial # 1248501

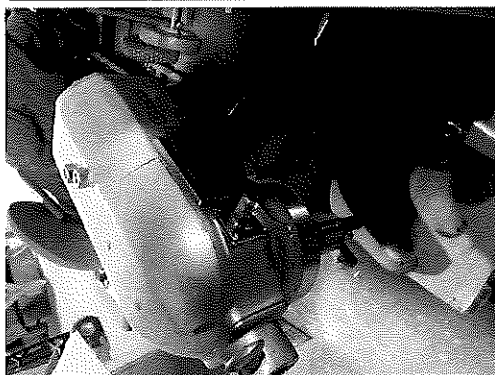
Date Removed From Service 2/11/20

Did Item Work When Removed?

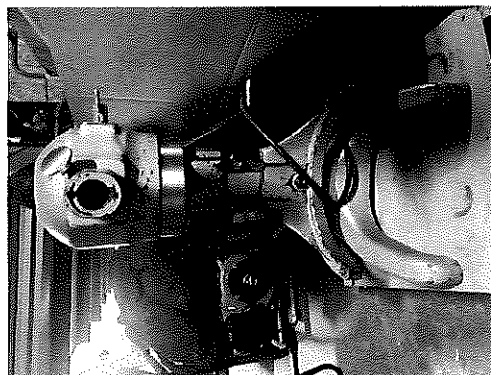
Yes  No  Unknown

#### Additional Comments

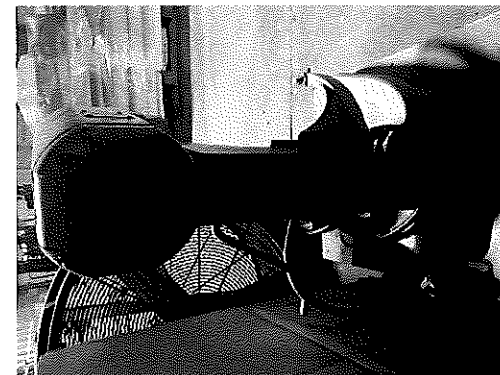
The Hobart mixer is not in working condition. It has a oil like substance running down the planetary where it meets the internal gear. Possibly the oil seal is bad. Mixer finish is the standard metallic gray finish, which has some areas the finish is worn away. is Hobart mixer has three positive speeds-Low, Intermediate and High. The transmission of mixer is a gear-driven type, which condition is unknown. Mixer has a 1/2 H.P. motor. Bowl lift is operated by a hand crank and is self-locking in any position. Weight of mixer is approximately 204 lbs. Dimensions 30 3/8"x 19 1/8"x 20 3/8". No attachments or accessories are included, just the mixer unit and power plug.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, open bay

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

MRY20001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

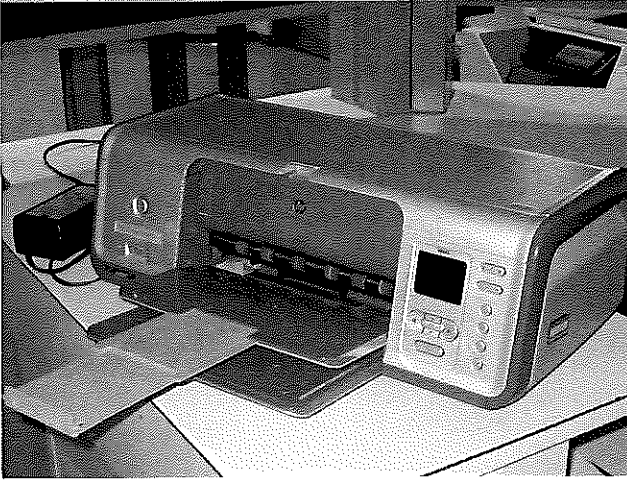
Juvenile/Mary Haven

Date:

Sep 22, 2020

001

### Dell Laptop / HP Printer



Select Item Type

Lot of Multiple Items

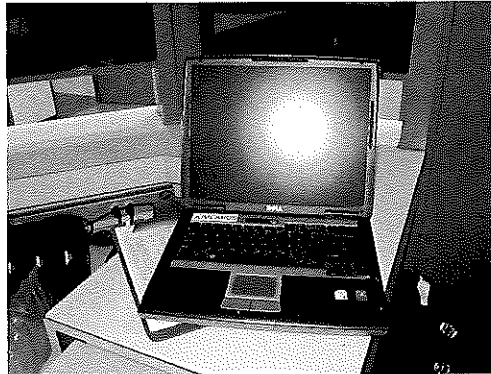
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	8050	UNK	HP Photosmart 8050
1	Dell	PP17L	UNK	Hard Drive Removed

Additional Comments

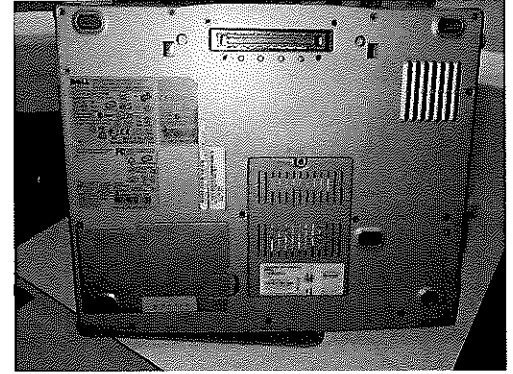
Dell Laptop (Hard drive removed) and HP Photosmart 8050 Printer - Both taken out of service on 08/01/20 - Unknown working condition



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513)695-1392

Location of Item: JDC

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20102

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Sep 24, 2020

102

### 2012 Chevrolet Caprice



Select Item Type

Vehicle

Vin #

6G1MK5U24CL601057

Title restriction?

Yes  No

Odometer Reading

106816

Yes

Accurate?

No  Unknown

Year

2012

Make

CHEVROLET

Model

Caprice

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good

Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

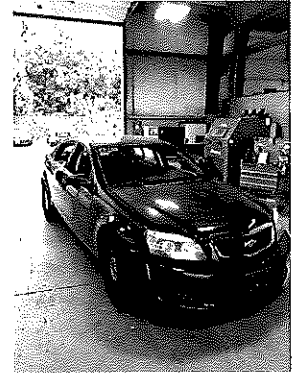
Engine: 6.0L V8, Gas Transmission: Automatic Drivetrain: 2 Wheel Drive Radio: Stock AM/FM CD AC/cruise control, remote mirrors. Power: Steering, Windows, Door locks and Seats. Holes from police equipment in interior. Holes from police equipment in truck and roof on exterior. Headliner is falling down. This vehicle is drivable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20103

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Sep 24, 2020

103

### 2011 Ford Crown Victoria



Select Item Type

Vehicle

Vin #

2FABP7BV3BX168876

Title restriction?

Yes  No

Odometer Reading

99866

Yes

Accurate?

No  Unknown

Year

2011

Make

FORD

Model

Crown Victoria

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Severe dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

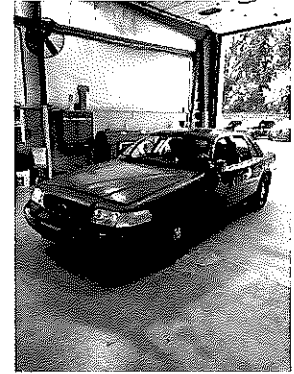
Engine: 4.6 V8, Gas Drivetrain: 2 Wheel Drive Transmission: Automatic Repairs needed: Power Steering leak. Interior: Holes from police equipment/No rear seat-prisoner seat only, Radio Stock AM/FM, AC, Air Bags, Power Steering, Windows, Door Locks and Seats. This vehicle is not drivable due to power steering leak.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20104

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Sep 24, 2020

104

### 2013 Chevrolet Tahoe



Select Item Type

Vehicle

Vin #

1GNLC2E04DR230996

Title restriction?

Yes  No

Odometer Reading

132958

Yes

Accurate?

No  Unknown

Year

2013

Make

CHEVROLET

Model

Tahoe

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

Engine: 5.3 L V8, Gas Transmission: Automatic Transmission slips bad. Drivetrain: 2 Wheel Drive Radio: Stock AM/FM CD, AC, Cruise control Power: Steering, Windows, Door Locks and Seats. This vehicle will need towed.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20105

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

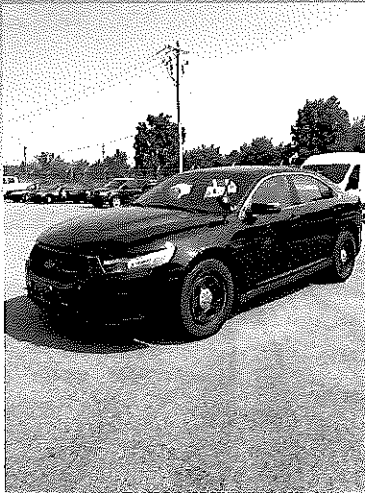
Sheriff

Date:

Sep 24, 2020

105

### 2014 Ford Taurus



Select Item Type

Vehicle

Vin #

1FAHP2MT7EG155101

Title restriction?

Yes  No

Odometer Reading

117896

Yes

Accurate?

No  Unknown

Year

2014

Make

FORD

Model

Taurus

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

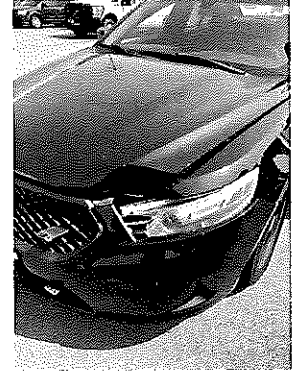
Engine: 3.5L V6 Gas, Transmission: Automatic Drivetrain: 2 Wheel Drive Left front damage. Radio: Stock AM/FM CD, AC, Cruise Control. Power: Steering, Windows, Door Locks and Seats. This vehicle is drivable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage .1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20106

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

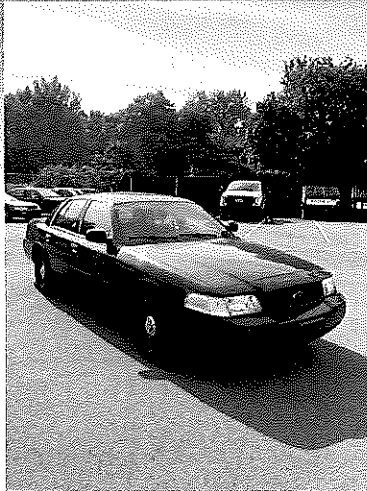
Sheriff

Date:

Sep 24, 2020

106

### 2011 Ford Crown Victoria



Select Item Type

Vehicle

Vin #

2FABP7BV7BX168878

Title restriction?

Yes  No

Odometer Reading

108216

Yes

Accurate?

No  Unknown

Year

2011

Make

FORD

Model

Crown Victoria

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

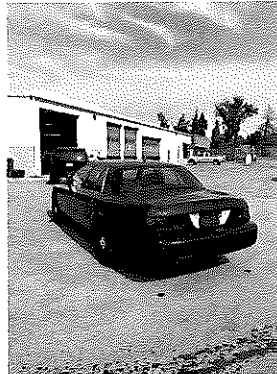
Good  Fair  Poor

Additional Comments

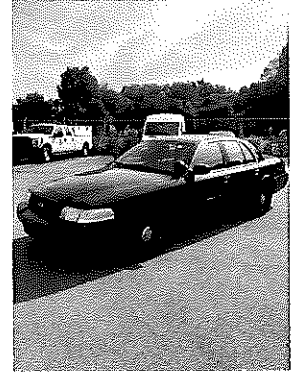
Engine: 4.6 V8, Gas Drivetrain: 2 Wheel Drive Transmission: Automatic Interior: Holes from police equipment/No rear seat-prisoner seat only, Radio Stock AM/FM, AC, Air Bags, Power Steering, Windows, Door Locks and Seats. Rust on fenders. This vehicle is drivable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

GovDeals #

SHF20107

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Sep 24, 2020

107

### 2006 Ford Crown Victoria



Select Item Type

Vehicle

Vin #

2FAFP71W16X159465

Title restriction?

Yes  No

Odometer Reading

158166

Yes

Accurate?

No  Unknown

Year

2006

Make

FORD

Model

Crown Victoria

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

Engine: 4.6 V8, Gas Drivetrain: 2 Wheel Drive Transmission: Automatic Interior: Holes from police equipment, Radio Stock AM/FM, AC, Air Bags, Power Steering, Windows and Door Locks. This vehicle is drivable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

SHF20108

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Sep 24, 2020

108

### 2011 Ford Crown Victoria



Select Item Type

Vehicle

Vin #

2FABP7BV0BX181729

Title restriction?

Yes  No

Odometer Reading

185862

Accurate?

Yes  No  Unknown

Year

2011

Make

FORD

Model

Crown Victoria

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Black

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Severe dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

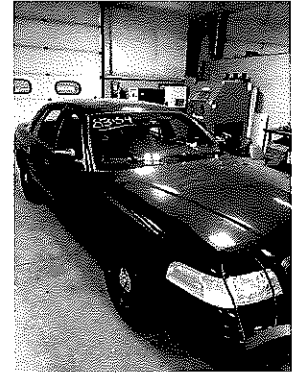
Engine: 4.6 V8, Gas Drivetrain: 2 Wheel Drive Transmission: Automatic Interior: Holes from police equipment/No rear seat-prisoner seat only, Radio Stock AM/FM, AC, Air Bags, Power Steering, Windows, Door Locks and Seats. Left front fender rust. This vehicle is drivable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal Clerk

Phone Number x1285

Location of Item: Warren County Garage 1433 West Main Street Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Telecommunications

Date: Sep 23, 2020

019

## Intertel 8520 Telephone



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
16	Intertel	8520	UNK	N/A

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Telecommunications

Date:

Sep 23, 2020

020

## Harris Optic Telephone



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
33	Harris	Optic	UNK	N/A

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Tel, Lebanon, Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

TEL20021

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

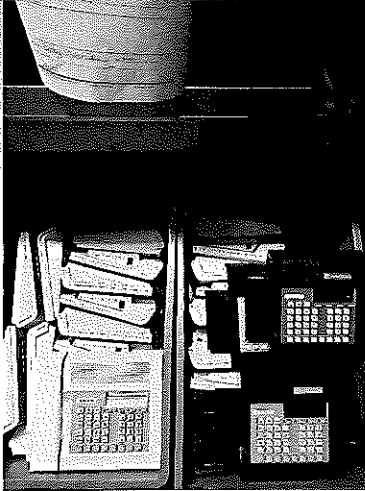
Telecommunications

Date:

Sep 23, 2020

021

### Harris Optic Telephone



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
18	Harris	Optic	UNK	N/A

Additional Comments

Empty rectangular box for additional comments.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Tel. Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals

WAT20004

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Sep 14, 2020

004

### OFFICE CHAIRS



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

4 OFFICE CHAIRS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst

Phone Number 513 695 2307

Location of Item: 406 Justice Dr. Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

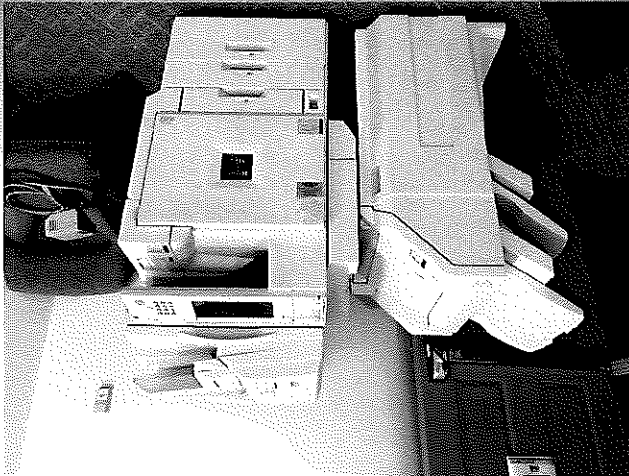
Workforce One

Date:

Sep 15, 2020

001

### 2004 Ricoh Aficio Copier



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Ricoh

Model #

Aficio 2232C

Serial #

K0241201020

Date Removed From Service

9/14/20

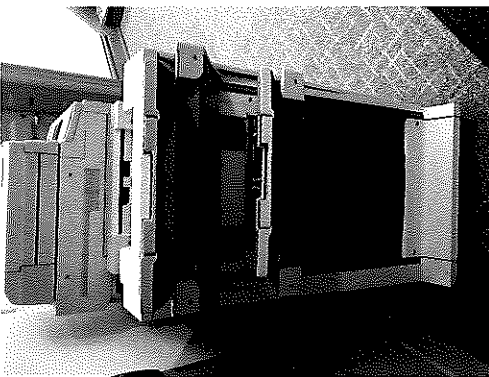
Did Item Work When Removed?

Yes

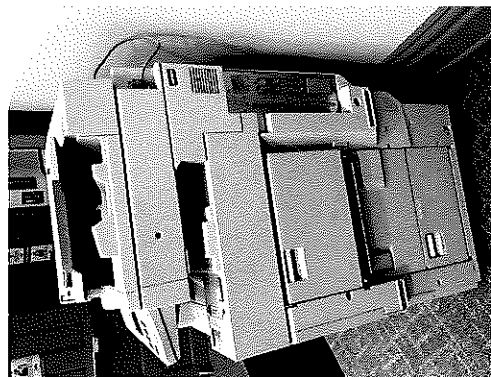
No

Unknown

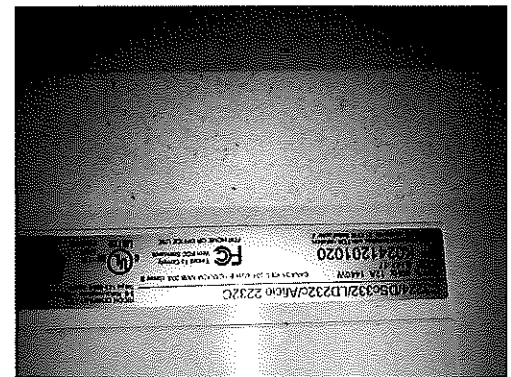
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Michael Stern

Title: Supervisor

Phone Number 513-695-1534

Location of Item: OhioMeansJobs Warren County 300 E Silver ST Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1366

Adopted Date September 29, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

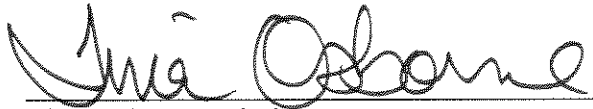
BE IT RESOLVED, to acknowledge payment of bills from 9/22/20 and 9/24/20 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1367

Adopted Date September 29, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION FOUR, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

### AGREEMENT

Bond Number	:	20-021 (W/S)
Development	:	Eagle's Pointe, Section Four
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$21,714.08
Surety Company	:	Berkley Insurance Company (No 0233988)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CAB

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018  
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

20-021 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Eagle's Pointe  
Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$217,140.75,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$21,714.08 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

Dave Stroup

3940 Olympic BLVD, Suite 400

Erlanger, KY 41018

Ph. ( 859 ) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. ( 515 ) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

       **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

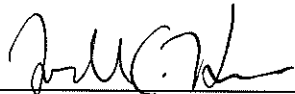
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 9-15-20

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Tiffany Gobich

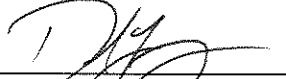
TITLE: Attorney-in-Fact

DATE: 9-10-20

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1367, dated 9.29.20.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David Youney

TITLE: President

DATE: 9/29/20

**RECOMMENDED BY:**

By:   
**SANITARY ENGINEER**

**APPROVED AS TO FORM:**

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



Bond No. 0233988

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Twenty One Thousand Seven Hundred Fourteen and 08/100 Dollars, (\$ 21,714.08), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 10th day of September, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Sanitary Sewer in Eagle Pointe Section 4 Subdivision

---

Warren County, Ohio

---


and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;


NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 10th day of September, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC  
A Kentucky Limited Liability Company

Principal  
By:   
Todd E. Huss  
President  
Its: \_\_\_\_\_

Berkley Insurance Company

Surety  
By:   
Tiffiany Gobich  
Its: \_\_\_\_\_  
Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of August, 2019.

Attest:

(Seal)

By

Ira S. Lederman  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of August, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10<sup>th</sup> day of September, 2020.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

# Resolution

Number 20-1368

Adopted Date September 29, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	20-023 (P/S)
Development	:	Eagle's Pointe, Section Four
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$89,986.00
Surety Company	:	RLI Insurance Company (CMS0332614)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(Including Sidewalks)**

Security Agreement No.

20-023 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Eagle's Pointe Subdivision, Section/Phase Four (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$383,674.45, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$69,220.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$89,986.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within Two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$76,734.89 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC  
Dave Stroup  
3940 Olympic BLVD  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 3131



D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. ( 800 ) 645 - 2402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

       **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

       **Original Escrow Letter** (attached)

  **X** **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

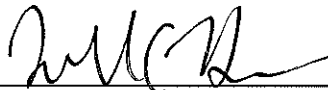
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 9-17-20

**SURETY:** RLI Insurance Company

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Tiffiany Gobich

TITLE: Attorney-in-Fact

DATE: 9-16-20

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1368, dated 9/29/20.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 9/29/20

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**PERFORMANCE BOND**

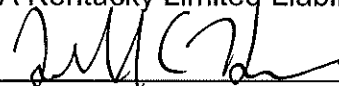
**KNOW ALL MEN BY THESE PRESENTS** that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Eighty Nine Thousand Nine Hundred Eighty Six and 00/100 Dollars (\$89,986.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances in Eagle's Point Section 4 Subdivision in Hamilton Township, Warren County, OH.

**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances in Eagle's Point Section 4 Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Eighty Nine Thousand Nine Hundred Eighty Six and 00/100 Dollars (\$89,986.00) and no more.

**SIGNED AND DATED THIS** 16th day of September, 2020.

Principal: Grand Communities, LLC  
A Kentucky Limited Liability Company

By:   
\_\_\_\_\_  
Todd E. Huss

Surety: RLI Insurance Company

By:   
\_\_\_\_\_  
Tiffany Gobich, Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Tiffany Gobich, Julie L. Cline, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 7th day of July, 2020.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 7th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 16th day of September, 2020.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1369

Adopted Date September 29, 2020

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Eagle's Pointe Section 4 – Hamilton Township

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1370

Adopted Date September 29, 2020

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of January 2020 through August 2020:


\$344,238.63	from #1101112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 16,381.18	from #1101112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$273,335.07	from #1101112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 16,407.04	from #1101112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young - yea  
Mrs. Jones - yea  
Mr. Grossmann - yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 20-1371

Adopted Date September 29, 2020

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the fourth quarter of their 2020 local share be transferred into the Children Services Fund #2273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

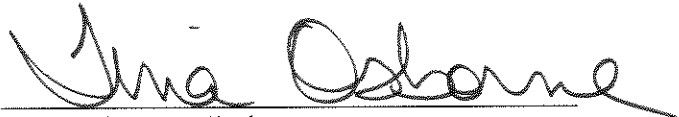
\$524,318.25	from	#11011112-5749	(Commissioners Grants - Children Services)
	into	#2273-49000	(Children Services - Operating Transfers)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Children Services (file)  
OMB



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1372

Adopted Date September 29, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$25,321.78            into    #22101110-5320        (Local Corona – Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor  Supplemental Appropriation file  
OMB (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1373

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT AND SUPPLEMENTAL APPROPRIATION  
INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following appropriation adjustment from the Federal Cares  
Act for the Local Coronavirus Relief Fund #2210

\$1,000,000.00      from #22101110-5400      (Local Corona – Purchased Services)  
   into #22101111-5400      (Local Corona – Purchased Services)

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$ 95,000.00      into #22101111-5400      (Local Corona – Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Supplemental Appropriation file  
OMB (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1374

Adopted Date September 29, 2020

APPROVE SUPPLEMENTAL APPROPRIATION (AMENDMENT) INCREASE WITHIN  
THE CLERK OF COURTS COMPUTER 2303.201 FUND #2282

BE IT RESOLVED, to approve the following appropriation increase:

\$ 36,000.00 into #22821410-5400 (Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Clerk of Courts (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1375

Adopted Date September 29, 2020

**APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289**

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 94,000.00	into	BUDGET-BUDGET	22891221-5102	(Salaries-Regular)
\$ 3,100.00	into	BUDGET-BUDGET	22891221-5210	(Materials/Supplies)
\$ 28,000.00	into	BUDGET-BUDGET	22891221-5317	(Non Capital Purchases)
\$ 1,370.00	into	BUDGET-BUDGET	22891221-5871	(Medicare)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1376

Adopted Date September 29, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation


\$ 1,000.00 into BUDGET-BUDGET 22891227-5910 (Other Expenses)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1377

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Telecommunications Fund #11012812 in order to process a vacation leave payout for Allison Lyons former employee of Telecommunications:


\$3,620.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012812-5882	(Telecommunications - Vacation Leave Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Telecommunications (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1378

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810 INTO #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

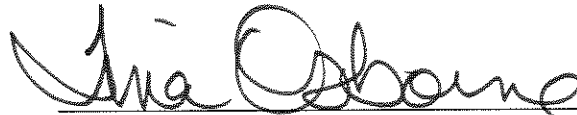
\$7500.00      from    #11012810-5210      (Materials & Supplies)  
                 into    #11012812-5114      (Overtime Pay)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Telecom (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1379

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$540.00      from #10111116-5910      (Other Expense)  
                 into #11011116-5811      (P.E.R.S.)

\$5.00        from #10111116-5910      (Other Expense)  
                 into #11011116-5820      (Health/Life Insurance)

\$30.00      from #10111116-5910      (Other Expense)  
                 into #11011116-5871      (Medicare)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

RB/

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1380

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment for 2020 Road Scale Deputy reimbursement:


\$5,043.13      from    #22023110-5400      (Purchased Services)  
                 into    #22023110-5480      (Purchased Svc – Other Agency)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1381

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF DEVELOPMENTAL  
DISABILITIES FUND 2205

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00	from	22056710-5400	(Purchased Services)
	into	22056710-5317	(Non-Capital Purchase)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea.

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Developmental Disabilities (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1382

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs vacation payout due to retirement of employees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00	from	55803300-5998	(RESERVE/CONTINGENCY)
	into	55803300-5882	(VACATION LEAVE PAYOUT)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1383

Adopted Date September 29, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for a Kohler Generator to be used at  
the Nunner Road Sewer Lift Station; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00	from	55803300-5317	(NON-CAPITAL PURCHASE)
	into	55803300-5320	(CAPITAL PURCHASE)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 20-1384

Adopted Date September 29, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.


BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
ENG	JONATHAN M MARKER	WEATHER CONSULTING SERVICE	\$ 2,495.00
ENG	BLANKET	TEMP ENT FOR ELBON RD BRIDGE MAINTENANCE PROJ	\$ 1.00
COM	JUSTICE AV SOLUTIONS INC	COMMISSIONER ROOM A/V EQUIPMENT DUE TO COVID	\$ 61,073.00
COM	JUSTICE AV SOLUTIONS INC	COMMISSIONER ROOM A/V EQUIPMENT DUE TO COVID	\$ 25,321.78
SEW	BUCKEYE POWER SALES CO INC	KOHLER GENERATOR FOR CASTLEBROOK SLS	\$ 31,734.51

9/29/2020 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 20-1385

Adopted Date September 29, 2020

APPROVE TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY RURAL ZONING COMMISSION

BE IT RESOLVED, this Board met this 29<sup>th</sup> day of September 2020, for the public hearing to consider text amendments initiated by the Warren County Rural Zoning Commission to the Warren County Rural Zoning Code (Case #2020-04); and

WHEREAS, this Board has considered the recommendation of the Warren County Regional Planning Commission, Warren County Rural Zoning Commission and all those present to speak in favor of with no one present to speak in opposition to said amendments; and


NOW THEREFORE BE IT RESOLVED, to approve text amendments to the Warren County Rural Zoning Code; said amendments attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 29<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)  
RPC  
Text Amendment file  
Bruce McGary  
Township Trustees

**EXHIBIT A: ADMINISTRATIVE APPEAL FEES – PROPOSED AMENDMENTS** *(Added language is highlighted and underlined)***CHAPTER 3: ZONING ENFORCEMENT****SEC 1.312 FEE REQUIRED:**

- (A) **Applicability:** Each application specified necessary in this Chapter for zoning enforcement is to be accompanied by the fee required when submitted to the Zoning Inspector for filing and processing, unless otherwise waived or reduced by a BOCC Resolution referenced in the following paragraph (B).
- (B) **Amount:** The dollar amount of the fee required for each application specified in this Chapter is as adopted by a BOCC resolution.
- (C) **Administrative Appeal Fees:** If the Zoning Inspector's interpretation is overturned in its entirety, the fees, associated with the appeal of administrative interpretation in accordance with Section 1.311, will be fully refunded to the applicant.
- (D) **Publication:** The required fee for each application is available as public record upon inquiry to the Zoning Inspector or Clerk.

**EXHIBIT B: AGRICULTURAL USE REGULATIONS IN SUBDIVISIONS – PROPOSED AMENDMENTS****SEC 3.101 AGRICULTURAL USE REGULATIONS IN SUBDIVISIONS:** ORC Section 303.21 exempts certain agricultural practices from local zoning authority as specified in Section 1.103.7. For the purposes of this Section, animal husbandry includes the raising or caring for any kind of animal, inclusive of pets. Non-exempt agricultural uses shall comply with the following requirements:

- (A) The use shall not create a nuisance, disturb the peace, and result in a health or safety violation reported to or acted upon by the appropriate enforcement authority, and animals shall be contained on the site;
- (B) Agricultural structures shall comply with applicable requirements of Section 3.102;
- (C) No such structure shall be located in the front yard, nor in an area required for on-site sewage treatment, a well isolation radius or any easement for drainage or utilities;
- (D) Agricultural use structures shall not exceed eighteen (18) feet in height;
- (E) On a lot that is three (3) acres or less, agricultural use may consist of the growing of crops, fruits, vegetables, flowers and plants and only animal husbandry for not more than three (3) dogs or cats. If they are housed in an accessory structure, it shall be at least fifty (50) feet from a non-farm property line;
- (F) On a lot that is greater than three (3) acres, but not more than five (5) acres, the agricultural use shall comply with the following:
- (1.) The number of animals shall not exceed 1 animal unit per fenced acre;
  - (2.) The number of birds shall not exceed 1 bird unit per acre; and
  - (3.) The accessory structure that houses an animal unit or the confinement areas for a swine and bird units shall be setback at least eight five (85) feet from a non-farm use.
  - (4.) All bird and animal units shall be confined.
  - (5.) One rooster is allowed per parcel.
  - (6.) Animal husbandry for not more than five (5) dogs or cats.

**ANIMAL UNITS ARE DEFINED AS:**

- 1 head of cattle = 1 animal unit
- 1 horse, mule, or donkey = 1 animal unit
- 3 sheep = 1 animal unit
- 2 swine = 1 animal unit (Maximum 5 swine per parcel)
- 3 goats = 1 animal unit
- 3 llamas = 1 animal unit
- 3 alpacas = 1 animal unit
- 2 ponies or burros = 1 animal unit
- mini animals are treated as ½ and animal unit
- 20 chickens = 1 bird unit (maximum 60 chickens per parcel)
- 12 ducks = 1 bird unit
- 8 turkeys = 1 bird unit
- 8 geese = 1 bird unit

Animals not described in Section 3.101 (F) may be considered by the Zoning Inspector based upon the impact of the animal. The keeping of any species not listed as a domestic animal requires the Zoning Inspector approval.

Calculations of the acreage required are rounded up to whole numbers.



**EXHIBIT D: PLANNED UNIT DEVELOPMENT – PROPOSED AMENDMENTS**—This exhibit includes a mix of added language and current language that has been reformatted and relocated for clarity.

**SEC 1.305 PLANNED UNIT DEVELOPMENT**

**1.305.1 Initiation:** Except as provided herein, proposals to apply a PUD Zone or Overlay on a property may be initiated only at the election of the owner(s). The PUD Stage 1 process for an IHO PUD Overlay may be initiated by the Rural Zoning Commission (RZC), the Warren County Board of Commissioners (BOCC), or at the election of the property owner(s). The BOCC has authority to approve an IHO PUD overlay on any property through the PUD Stage 1 process, nevertheless, PUD regulations may only be applied to a property at the election of the owner(s) through the Stage 2 and 3 processes.

**1.305.2 Effect of PUD Designation:** No development shall occur in an approved PUD except in conformance with the approved Plan, and any applicable portions of the Warren County Rural Zoning Code. After the designation of the property as a PUD on the Zoning Map, any approval or disapproval of subsequent use or development of property in the PUD as being in compliance with regulations established as authorized by this Section of the Code or ORC Section 303.022 shall not be considered to be an amendment to the Code for the purpose of ORC Section 303.12 but may be appealed pursuant to Chapter 2506, et seq. of the ORC. Once approved, the PUD Zone or Overlay designation for the property will permanently remain on the Official Zoning Map, unless otherwise removed or modified, per the amendment process in Section 1.305 of this Code.

**1.305.3 Review Procedures:** The PUD approval process consists of three (3) stages:

(A) **PUD Stage 1:** PUD Stage 1 is a legislative process to rezone the property in accordance with the zoning amendment requirements and procedures specified in Section 1.304 including a recommendation of the Warren County Regional Planning Commission (RPC); a recommendation of the (RZC) after a public hearing; and, a legislative decision after a public hearing by the BOCC. Except as otherwise provided in Section 1.305.12(B), after designation of the site as a PUD on the Official Zoning Map, any subsequent applications for use or development of the site in the PUD, as being in compliance with the PUD regulations, shall not be considered an amendment under ORC 303.12.

(B) **PUD Stage 2:**

(1) **General Review Process:** PUD Stage 2 is an administrative process to obtain Preliminary Site Plan approval. Planned Unit Developments that received PUD Stage 1 approval, including those approved prior to January 21, 2012 that have not received Stage 2 and Stage 3 approvals, are subject to the current PUD Stage 2 process. The procedure by which the PUD Stage 2 Preliminary Site Plan shall be submitted and processed is as follows:

- (a) Pre-Submittal Consultation;
- (b) Submittal to and processing by RPC staff and RPC Executive Committee recommendation;
- (c) Input from involved authorities, surrounding parcel owners and public; and
- (d) BOCC Administrative Hearing: BOCC shall on receipt of the RPC recommendation, mail written notice of the date, time and place of an administrative hearing to be conducted by BOCC by first class mail, at least ten days before the date of the administrative hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the administrative hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such administrative hearing and shall not invalidate any action taken at such administrative hearing.

(2) **Time Limits & Extensions:**

- (a) Except as provided in paragraph (c), a recommendation from the RPC Executive Committee in the PUD Stage 2 process shall expire after a period of one (1) year if the PUD Stage 2 application has not progressed to the point where it is heard by the BOCC at an administrative hearing.
- (b) Except as provided in paragraph (c), PUD Stage 2 Preliminary Site Plan approval by the BOCC shall expire within two (2) years of the date of approval unless Stage 3 Final Site Plan approval has been granted by the RPC.
- (c) An extension may be granted by the BOCC for a period not to exceed twelve (12) months provided that a request is submitted to the Zoning Inspector prior to the expiration date.
- (d) Approval of PUD Stage 2 or 3 may lapse or be withdrawn upon failure of the applicant, as determined by the BOCC, to meet conditions of approval.

(C) **PUD Stage 3:** Final site plan requires ministerial certification by the RPC Executive Director as follows:

- (1) Three (3) copies of the Final Site Plan submitted to the RPC Executive Director;
- (2) RPC Executive Director reviews, certifies the Final Site Plan complies with all PUD Stage 1 and PUD Stage 2 requirements, and files the plan;
- (3) Applicant receives a certified copy; and
- (4) Upon certification, the zoning permit(s) required for the approved PUD use and/or development may be issued upon application to the Zoning Inspector.

**1.305.4 Application Requirements**

- (A) **PUD Stage 1:** The application requirements for a PUD Stage 1 include a rezoning application from the owner(s), development plan and submittal fee to the Zoning Inspector. A development plan shall be submitted for the entire parcel under single ownership (a parcel that is not split zoned) or for one or more lots, tracts, or parcels of land to be developed as a single entity. The application for New District PUDs & Overlay PUDs, and IHO PUD Stage 2, shall include the following information, in addition to the requirements of Section 2.505:
- (1) A legible map of the site, drawn at one inch (1") equals two hundred feet (200') or a different scale if specified by the Zoning Inspector, prepared by a registered architect, landscape architect, engineer, surveyor, or other professional planning consultant, which shows all existing property lines, easements, public road centerlines and rights-of-way, contour lines at suitable intervals, regulatory floodplain boundaries if involved, and generalized locations of public and private utilities;
  - (2) A map depicting existing and proposed land use areas and the percentage of the site within each land use category; the location, types, and density or intensity of proposed uses, common open space, and natural resource areas; Definitions of the land-use designations, including density ranges and product types.
  - (3) A table setting the maximum total dwelling units and non-residential square footage, and the minimum acreage for common open space, natural resource areas, public uses, and any other planned uses.
  - (4) A map illustrating the proposed layout locations and dimensions of vehicular and pedestrian access and circulations; and type size, number of stories, height and setbacks of buildings and other structures or facilities; parking, loading, trash disposal, lighting, signage and landscaping, impervious surface ratio and implementation phasing of such proposed improvements and alterations of the site;

- (5) Enough information on land areas adjacent to the proposed PUD to show the relationships between the proposed development and adjacent areas, including land uses, zoning classifications, densities and intensities, circulation systems, public facilities, and flood plains, wetlands, and other natural resource areas.
  - (6) An inventory and map of cultural, historical, and/or environmental features along with narrative documenting preservation efforts; and,
  - (7) For Residential Use: The proposed type, size, and number of dwelling buildings, units and bedrooms in each shall be specified and include calculation of development net-density; and,
  - (8) For Non-Residential Use: Operational characteristics and impacts such as hours of operation; visual, noise, odor, or other environmental impacts; and primary and ancillary activities typical or anticipated with each use; and,
  - (9) A narrative documenting the availability of police, fire, other emergency services, schools, and public services. A community impact statement that addresses the impact to institutional, cultural, social, or environmental aspects of the immediate neighborhood and surrounding community, with the intent being to show that the proposed PUD will be beneficial and without unacceptable adverse impact on any such concern.
  - (10) Proposed design guidelines and development standards.
- (B) **PUD Stage 2:** An application from the owner(s) shall be submitted to the RPC for review per the procedures specified in Section 1.304.2. Applications for PUD Stage 2 shall comply with the submittal requirements of Section 1.303.3 and shall include the submittal fee specified by the RPC.
- (C) **PUD Stage 3:** An application from the owner(s) shall be submitted to the RPC requesting certification of the final site plan by the RPC Executive Director. The plan submitted shall contain and be accompanied by the information specified in Section 1.303.3, along with the submittal fee. Detailed plans for the landscaping, lighting and signage proposed shall also be provided.

**1.305.5 Public Notification:** The Zoning Inspector shall post a sign stating the public process and where to get additional information. Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the public hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the public hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such public hearing and shall not invalidate any action taken at such public hearing.

**1.305.6 Review Criteria:**

- (A) **PUD Stage 1:** In determining whether a PUD Stage 1 application or IHO PUD Stage 2 application filed pursuant to this Code shall be approved or recommended for approval, the RZC as applicable, and the BOCC shall consider the following review criteria, if applicable, but no single criteria controls, nor must all criteria support the decision:
- (1) The proposed PUD would not be detrimental to public health, safety, and general welfare and in general results in a better development of uses permitted on the site than would otherwise be possible;
  - (2) Whether modifications of the zoning or other regulations are warranted by the innovative design of the PUD Plan;
  - (3) Consistency with adopted objectives and policies of the County and townships related to land use; development; comprehensive plans; area plans; and other plans;
  - (4) Compatibility with and adequate protection of surrounding property and the adequacy of the provisions for visual and acoustical privacy and the proposed use(s) will not develop hazards and/or nuisances, nor have negative impact on the environment and the public health and safety, or general public welfare;

- (5) Provisions proposed for: vehicular access, parking, loading, and circulation; pedestrian access and circulation; essential services in the form of utilities or other facilities; and drainage runoff and soil erosion control are sufficient or proposed for improvement to support the proposed use(s);
- (6) The need for separation of vehicular, pedestrian, and/or bicycle traffic lanes; clear and safe internal traffic patterns; the provision of connections to adjacent properties; and traffic mitigation measures.
- (7) The necessity for active and passive recreational facilities (greenways, sidewalks, and other pedestrian/bicycle circulation networks).
- (8) Impact to public services and infrastructure, and whether the proposed development is served adequately and efficiently by essential public facilities and services which are in existence or are planned;
- (9) Whether significant scenic or historic features, are adequately conserved;
- (10) Preservation of open space, natural and cultural areas and whether the development includes an appropriate amount of, and appropriate access to, dedicated open space;
- (11) Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc.
- (12) The effectiveness of landscaping, buffers, and planting along public rights-of-way, open space/recreational areas, and the overall perimeter of the project.

(B) **PUD Stage 2:** A PUD Stage 2 Preliminary Site Plan, for the area proposed to be developed, shall be developed in conformance with the approved PUD Stage 1 Development Plan and in accordance with the approved PUD Stage 1 standards. In addition to the Site Plan review criteria of Section 1.303.6 (B) through (P), the decision to approve a PUD Preliminary Site Plan shall be based on, but not limited to, the following:

- (1) Compliance with all applicable regulations of the Zoning Code; the PUD Stage 1 zoning, the Warren County Subdivision Regulations; and conformity to the approved Concept Plan;
- (2) Proposed public improvements are found acceptable by the approving authority and are bonded as deemed necessary;
- (3) All proposed private aspects and provisions for vehicular access, parking, loading, and circulation; pedestrian access and circulation; essential services in the form of utilities or other facilities; drainage runoff and soil erosion control; landscaping, lighting, signage, and open space; building or other structure size, type, location, use, operation, maintenance, and site impervious surface coverage; and any other items or considerations applicable to PUD site planning, development, and use are found sufficient per discretion of the BOCC;
- (4) The phasing of each individual section or sub-section of the PUD results in a functionally complete section; and,
- (5) Provisions are made to protect, preserve, and incorporate: any existing architecturally and/or historically and/or culturally significant buildings; wetland, floodplain, streams, aquifer recharge areas; soils areas with severe limitations for use; steep slopes; and tree lines, hedgerows, wooded areas, and trees that are determined valuable to retain.

**1.305.7 Post Approval Requirements:**

- (A) **Permits or Approvals:** The applicant is responsible to obtain necessary permits or approvals from any other applicable authority before issuance of the zoning permit.
- (B) **Development & Maintenance:** Per the approved Site Plan the property owner is responsible for the improvement and maintenance of the site in accordance with the approved Site Plan and all conditions of approval. Failure to comply with the approved Site Plan and all conditions of PUD approval may result in an enforcement action being brought in a court of competent jurisdiction.

**1.305.8 Modification to An Approved PUD:**

- (A) **Minor Modifications:** A modification of an approved PUD Stage 3 plan which does not deviate by more than ten percent (10%) from approved building setback requirements may be approved by the Zoning Inspector. A modification which exceeds this standard but otherwise substantially conforms to the approved PUD plan may be approved by the Zoning Inspector, subject to notice and the procedures of this Section. A proposed modification of the approved PUD Stage 3 Plan that is determined minor by

the Zoning Inspector, per Section 1.305.8(D), is permissible for Zoning Inspector approval after completing the following procedures:

- (1) Notice of intent to permit such modification is provided to the Township Trustees and applicable review agencies.
- (2) Publication of notice in a newspaper of general circulation available to the affected community and a sign posted on site.
- (3) After public notice, no written disagreement has been received within two weeks (14 days). Additional time may be required for comments from the applicable review agencies.
- (4) If written disagreement is expressed, the modification requires BOCC approval processed as a PUD Stage 2 amendment.

(B) **PUD Stage 1 Modifications:** The Zoning Inspector may determine that a modification to an approved PUD shall be reviewed at PUD Stage 1 of the review process if the requested amendment:

- (1) Increases the maximum density or intensity as established at PUD Stage 1.
- (2) Reduces the minimum open space or natural area as established at PUD Stage 1.
- (3) Significantly alters a road pattern.
- (4) Changes allowable uses.
- (5) If the amendment changes any standards or policies specifically established during PUD Stage 1 of the PUD approval process including but not limited to; setback, height of structures, signage, or design standards.

Requested changes to these criteria require a resubmission for PUD Stage 1 approval and shall comply with the applicable process and requirements of Section 1.304 (Zoning Amendment Application).

(C) **PUD Stage 2 Revisions:** The Zoning Inspector may determine that a modification to a previously approved PUD is exempt from PUD Stage 1 review and shall be reviewed at the PUD Stage 2 level if the requested amendment:

- (1) Modifies any area of landscaping; buffers; open space; setbacks; structural or signage height; or parking spaces by no more than five percent (10%) provided it does not violate any specific standard established at PUD Stage 1;
- (2) Increases the total number of lots approved at Stage 2 Site Plan Review, but remains in compliance with the number of lots and density approved at PUD Stage 1;
- (3) An increased encroachment within the designated floodplain; wildlife habitat of an endangered or threatened species; any historic or archaeological resource; or any area within a tree survey area as specified in Section 1.303.3 (B) (15); that increases the previously approved encroachment (PUD Stage 1) by less than an twenty percent (20%), provided it does not violate any specific standard established at PUD Stage 1;
- (4) Results in significant adverse offsite impacts, including, but not limited to; traffic impacts, noise or light pollution, or stormwater runoff.

(D) **PUD Stage 3 Revisions:** The Zoning Inspector may determine that a modification to a previously approved PUD Stage 2 Site Plan is exempt from PUD Stage 1 and PUD Stage 2 reviews but may be reviewed at Stage 3 Final Site Plan provided the following criteria are met:

- (1) The modification does not exceed any numerically specified requirement of the PUD Stage 2 approval which would result in greater than a ten percent (10%) increase of an approved maximum requirement established at PUD Stage 2 or the same allowance as a decrease of an approved minimum requirement established at PUD Stage 2.

- (2) The change is necessary because of a natural feature or other unanticipated site constraints of the subject property not foreseen by the applicant or the county prior to the approval of the development plan;
- (3) The change made during development improves public safety or is made in order to comply with further requirements of other authorities.
- (4) The changes do not significantly affect surrounding property or the approved plan layout.
- (5) If an addition or expansion has been approved within the preceding twenty-four (24) month period, the combined additions will not add nonresidential floor area that exceeds twenty percent (20%) of existing gross floor area of the development plan.
- (6) Alter any element or design of the PUD Stage 2 Plan which would necessitate re-approval by another involved permitting authority, unless such authority would approve of the modification, once notified as specified in Section 1.305.10 and provided no objection would be raised by any other party of interest with regard to such approval.
- (7) Changes in landscaping species are consistent with the standards of this code and any standards established as part of PUD Stage 1 or PUD Stage 2; changes in landscape standards to not reduce the total amount of landscaping or buffering required as part of stage 1 and do not deduce the total amount of landscaping or buffering required at PUD Stage 2 by more than ten percent (10%).
- (8) Any changes in the boundary or arrangement of a structure does not violation minimum standards established as part of Stage 1 nor significantly affect locations of other components of the approved site plan requirements or conditions established at PUD Stage 2.
- (9) The amendment does not result in structures, vehicle circulation, pedestrian circulation, or parking areas being moved significantly in any direction provided said changes do not violate standards established at PUD Stage 1 or PUD Stage 2 and provided such changes are for purposes of improved safety or to eliminate conflict with other components in the site which will not have negative off-site impacts.
- (10) Changes in signage or lighting which will not affect off-site properties provided they violate no standards established at PUD Stage 1 or any numeric standards established at PUD Stage 2 by more than ten percent (10%).

**ARTICLE 2**

**CHAPTER 5: PLANNED UNIT DEVELOPMENT OVERLAYS & ZONES**

**SEC 2.501** **PURPOSE:** The purpose of the Planned Unit Development (“PUD”) process is to encourage the efficient use of land and resources, promote greater efficiency in public and utility services, ensure orderly improvement of property in accordance with community plans, and to encourage innovation in the planning and building of all types of development without detriment to the community. The PUD regulations are intended to permit property to be used in a manner or intensity not permitted as-of-right by the current district regulations.

Planned Unit Development (PUD) is a means of zoning afforded to counties by ORC Sections 303.022 and 303.023 which, as established in this Code, may be applied in the form of a PUD Zone or a PUD Overlay. Within the PUD, this Code where applicable, subdivision regulations, and platting regulations need not be uniform but may vary in order to accommodate unified development and to promote the public health, safety, morals and general welfare.

**SEC 2.502** **AUTHORITY:** The Board of County Commissioners (BOCC) may approve a rezoning request and development plan for a PUD in accordance with the procedures and standards specified in this Chapter and other regulations applicable to the district in which the subject property is located.

**SEC 2.503** **APPLICABILITY:** This section applies to development on one or more lots, tracts, or parcels of land to be developed as a single entity, the plan for which may propose but is not limited to density or intensity transfers, density or intensity increases, mixing of land uses, changes in lot size, bulk, lot coverage, parking, required open space, or other standards of the this Code and Subdivision Regulations otherwise applicable to the area in which the project is located. A PUD approved prior to the effective date of this Code shall continue in accordance with the approved plans and the zoning code in effect at the time of approval. Modifications, amendments, and expansion of existing PUDs shall be processed in accordance with this Code.

**SEC 2.504** **APPROVAL:** Three unique alternative procedures for the establishment of a PUD are available in this Code. Each alternative offers a different review and approval process and provides specific methods for the establishment or acceptance of PUD standards.

**2.504.1** **Interstate Highway Overlay:** PUDs within and consistent with the intent of the Interstate Highway Overlay (IHO PUD) district, as designated on the official zoning map, require a recommendation from the Regional Planning Commission (RPC), administrative approval by the BOCC and certification of zoning compliance by the Zoning Inspector. The approval of an Interstate Highway Overlay PUD Plan as being in compliance with standards of approval pursuant to this chapter shall not be considered to be an amendment or supplement to this Zoning Resolution. Upon final approval, the Zoning Inspector shall revise the official zoning map, removing the base zoning district designation and add the PUD designation. The Interstate Highway Overlay is allowed, established and regulated in accordance with Section 303.022 (C) of the Ohio Revised Code.

**2.504.2** **Overlay PUD:** Overlay Planned Unit Developments require a map amendment and are subject to the Stage 1 application, review, and approval process specified in Section 1.305. The Overlay PUD regulations are intended to permit property to be used in a manner or intensity not permitted “As of Right” by the underlying district regulations. Regulations of the overlay district are supplementary to the underlying zoning district and the District regulations shall apply except to the extent modified by the overlay district. The Overlay PUD rezoning shall be concurrent with the approval of a PUD development plan required by the PUD Stage 1 process. The Overlay PUD designation shall be noted as an overlay on the Official Zoning Map. The Overlay PUD is allowed, established and regulated in accordance with Section 303.022 (A) of the Ohio Revised Code.

**2.504.3** **New District PUD:** A New District PUD replaces the current zoning and provides an opportunity to establish unique PUD regulations that will apply only to that PUD. Within a New District PUD, the property is subject to the PUD regulations adopted by the BOCC and not to any other pre-established zoning regulations. Upon approval, the PUD designation shall be noted as a new zoning district on the Official Zoning Map. The New District PUD is allowed, established, and regulated in accordance with Section 303.022 (B) of the Ohio Revised Code.

**SEC 2.505** **SUBMITTALS REQUIREMENTS:** In addition to the submittal requirements of Section 1.305.4, each PUD adopted pursuant to this Chapter shall include the following minimum provisions:

(A) A statement of consistency with the comprehensive plan, and area plans;

- (B) Definitions, as appropriate, for such words or terms contained in the PUD resolution; Where this Code defines words or terms, the PUD plan should incorporate those definitions, either directly or by reference;
- (D) A narrative documenting deviation from the zoning ordinance.

---

**SEC 2.506 INTERSTATE HIGHWAY OVERLAY PUD**

---

The IHO District provides for an accelerated PUD process. The IHO District is established as identified on the Warren County Rural Zoning Map and includes pre-established standards in Section 2.508.1. The zoning map and the pre-established standards constitutes completion of the PUD Stage 1 process. Applications for the establishment of an IHO PUD that comply with the pre-established IHO PUD Stage 1 standards and that are located within the IHO District may proceed with site plan review and approval in accordance with the PUD Stage 2 submittal requirements Section 1.305.4 and review process Section 1.305.4(B). The PUD application may include, and the BOCC may establish, additional PUD standards at PUD Stage 2. PUDs proposed within the IHO mapped district that does not comply with the IHO PUD Stage 1 standards may be approved through the Overlay or New District PUD process.

**2.506.1**

- IHO PUD Stage 1 Standards:** Within a PUD approved under the Interstate PUD process, the following provisions shall apply:
- (A) Non-Residential uses shall be the predominant land use. Single family and non-upper-story residential uses shall not exceed ten percent (10%) of the development site. Upper story residential uses are not factored within this calculation or the determination of predominant land use.
  - (B) Residential uses are not permitted within the Interstate 71 areas of the Highway Overlay District, wherever the base zoning is commercial or industrial.
  - (C) Residential uses shall comply with the density requirements of the base zoning district, except for zoning districts where the base zoning is commercial or industrial. Within Commercial and Industrial base zoning districts, outside of the Interstate 71 areas of the Highway Overlay District, residential uses may be developed at a density approved by the BOCC.
  - (D) Maximum sixty percent (60%) of the gross parcel acreage may be devoted to coverage by buildings, structures, street, driveway, or parking pavement.
  - (E) Lot size, lot width, or setback requirements may be waived except for front setbacks on arterial and primary collector roadways.
  - (F) For Commercial Business, Office, and Light Manufacturing uses a minimum fifty (50) foot setback shall be provided when abutting an external residential use or district.
  - (G) For General Industrial Manufacturing uses, a minimum seventy-five (75) foot setback shall be provided when abutting an external residential use or district.
  - (H) Building and accessory structure height for Commercial Business, Light Manufacturing, and General Industrial Manufacturing use, within one hundred (100) feet of the property line, shall not exceed sixty (60) feet.
  - (I) Trip Generation: All developments generating more than one hundred (100) peak hour trips shall submit a traffic impact study.
  - (J) There shall be no areas of a PUD that are unspecified as to the category of land uses that will occupy those particular areas.
  - (K) The PUD site plan requirements shall comply with Sec. 1.305.4 (A) (1) through (10).
  - (L) Minimum Development Size: 5 acres. The development size requirements may be waived at PUD Stage 2 if the BOCC finds:
    - (1) That an unusual physical or topographic feature of importance to the area, such as wetlands, exists on the site or in the surrounding area that will contribute to and be protected by the PUD; or,
    - (2) That the property or the surrounding area has an historic character of importance to the community that will be protected by the PUD; or,
    - (3) That the proposed PUD is adjacent to an approved PUD that has been completed and will contribute to the amenities and values of the neighboring PUD; or,
    - (4) That the PUD is in an area that is being redeveloped and will advance redevelopment or comprehensive plan policies.



**2.506.2**      **Application:**

(A)      PUD developments containing the following principal uses are prohibited from utilizing the Interstate Highway Overlay District Process. Developments containing such use(s) may apply for approval by going through the New District or Overlay PUD process.

- (1)      Internet Sweepstakes Establishment
- (2)      Sexually Oriented Businesses
- (3)      Outdoor Shooting Range
- (4)      Asphalt or Concrete Batch Plant or Products Manufacturing
- (5)      Slaughterhouse and Stockyards
- (6)      Mineral Extraction
- (7)      Sanitary Landfills
- (8)      Solid Waste Disposal Facility
- (9)      Motor Vehicle Impound Lots
- (10)     Scrap Metal Salvage Yard and Recycling Centers

(B)      PUD developments that contain the following accessory uses are permitted to utilize the Interstate Highway Overlay District procedure only when the developed is in conjunction with a permitted commercial; industrial; or non-residential use not listed below:

- (1)      Automobile Washing Facility
- (2)      Automobile Sales
- (3)      Mover Storage Facility
- (4)      Moving Truck & Trailer Rental
- (5)      Truck Stop or Washing Facility
- (6)      Self-Storage Facility
- (7)      Tattoo & Body Piercing Parlor
- (8)      Outdoor Storage or Displays Associated with an Industrial Use

**2.506.3**      **Permitted Uses:** The IHO is an overlay district that overlays several different base zoning districts. The uses permitted within an IHO PUD are the uses identified within the base zoning district as Permitted (P); and Permitted Use Subject to BOCC Site Plan Review (S). Uses identified Conditional Uses (C) may be accepted, by the BOCC, as a Permitted (P) uses at PUD Stage 2. The IHO does not provide for the authorization of uses identified in the base zoning as Prohibited. Upon the establishment of an IHO PUD, development within the district shall be limited to those uses specifically requested as part of the application and approved by the BOCC. Future amendments to the uses permitted shall be reviewed at PUD Stage 2.

**2.506.4**      **Density:** The density calculation for single-family residential structures is determined by the area dedicated for residential use. There is no numeric cap for second-story residential density. Developments two or more network road intersections away from an interstate interchange may include a mix of single-family residential use that occupy no more than twenty percent (20%) of the development site.

**2.506.5**      **Zoning Map:** Upon final approval, the Zoning Inspector shall revise the official zoning map, removing the base zoning district designation and add the PUD designation. Development within the district shall be limited to those uses specifically requested as part of the application and approved by the BOCC and subject to the standards of the approved PUD.

The standards of this section apply to Overlay PUDs. The Interstate Highway Overlay and New District PUDs are not subject to the standards of this section. An Overlay PUD can be created that overlays any of the zoning districts provided for in this zoning code. An approved PUD shall be referenced using both the base zoning district and PUD. The density, total floor area, and land coverage by buildings, within an Overlay PUD, shall not exceed the maximums allowed in the underlying zoning district by an amount greater than twenty percent (20%) except in accordance with Section 2.509.5(B). Overlay PUD granted relief from normal regulatory requirements of this Code shall meet the following specific standards regarding density and intensity, uses, development size, open space, design, and landscaping. Unless otherwise permitted to be modified the standards of this zoning Code shall apply.

#### 2.507.1 **Density and Intensity for Overlay PUDs**

- (A) **Density Distribution:** A greater concentration of residential density may be located within portions of a project, provided there is an offset by a lesser concentration in another portion or an appropriate reservation of open space. Where a district boundary line divides the parcel or a development site has multiple base zones, the total density is based on the combined allowable density for each area. The density may be distributed on any portion of the site regardless of the zoning district.
- (B) **Density and Intensity Increases:** The BOCC may vary the density or intensity to Overlay PUDs by not more than twenty percent (20%) in consideration of:
- (1) The amount, location, and proposed use of common or secondary open space.
  - (2) The location and physical characteristics of the site of the proposed planned development.
  - (3) The location, design, and type of dwelling units.

#### 2.507.2 **Uses for Overlay PUDs:**

- (A) **Allowable Uses:** The permitted use(s) within an Overlay PUD shall be determined at the time the zoning district and development plan is approved (PUD Stage 1). Development within the Overlay PUD shall be limited to the uses allowed within the base zoning district and those uses specifically requested as part of the application and approved by the BOCC. The Overlay PUD process provides for the authorization of uses that do not correspond with or are not expressly permitted by the base zoning district. Uses prohibited within the base zoning district may be added as allowable uses at PUD Stage 1 upon the request of the applicant. Upon the establishment of the Overlay PUD, the addition of new uses shall follow the PUD Stage 1 process.
- (B) **Use Permission:** The use permission of allowable uses within an approved Overlay PUD shall be those of the underlying zoning district as indicated in the Table of Uses by Zoning District unless a deviation from the approval process is clearly stated in the PUD. Added uses that are allowed within the Overlay PUD but do not correspond with or are not identified in the base zoning district shall state the use permission.

#### 2.507.4 **Development Size for Overlay PUDs**

- (A) **Minimum Development Size**
- (1) Overlay PUDs beyond the Suburban Fringe (Rural Development): Minimum development size of five (5) acres.
  - (2) Overlay PUDs within the Suburban Fringe: None.
- (B) **Waiver from Development Size Requirements:** The development size requirements may be waived at Stage 1 if the BOCC finds:
- (1) That an unusual physical or topographic feature of importance to the area, such as wetlands, exists on the site or in the surrounding area that will contribute to and be protected by the PUD; or,
  - (2) That the property or the surrounding area has an historic character of importance to the community that will be protected by the PUD; or,
  - (3) That the proposed PUD is adjacent to an approved PUD that has been completed and will contribute to the amenities and values of the neighboring PUD; or,
  - (4) That the PUD is in an area that is being redeveloped and will advance redevelopment or comprehensive plan policies.

#### 2.507.5 **Open Space Standards for Overlay PUDs**

(A) **Required Open Space:** Table 2.509-1

Development Type		Required Open &/or Common Open Space	
Residential	Suburban Fringe	20%	
	Rural – Development >20 acres	50%	
Mixed Use	Single-Family Residential component	Suburban Fringe	10% of the residential component
		Rural – Development >20 acres	40% of the residential component
	Upper Story Residential		10% of the site
	Non-Residential		10% of the non-residential component
Non-Residential		10%	

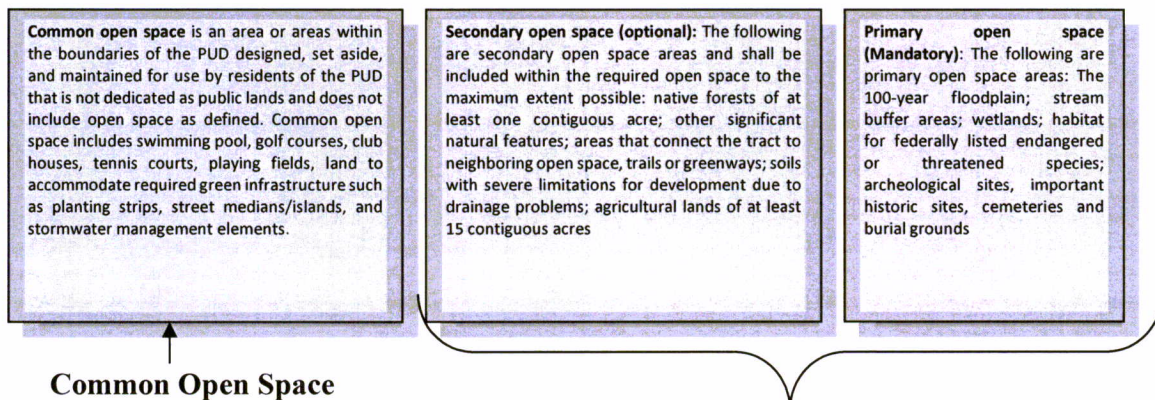
(B) **Elective Open Space:** Table 2.509-2

Residential Gross Density Multiplier	
Percent Increase of Common or Secondary Open Space* (The provision of common/secondary open space beyond the required amount)	Gross Density Multiplier
10%	1.1
20%	1.22
25%+	1.35

\*In rural areas (areas beyond the Suburban Fringe), the density multiplier shall apply only to an increase of secondary open space protected as an agricultural preserve at a minimum size of fifteen (15) acres.

In suburban fringe areas, ten percent (10%) of the required open/common open space must be set aside as recreation land. Recreational land shall not include natural features with a 100 percent (100%) protection standard nor any portion of those natural features that may not be developed.

Figure 2.509-1



(C) **Open Space Resource Allocation Factor:** Table 2.509-3

**Open Space**

<b>Resource</b>	<b>Resource Protection Factor</b>	<b>Resource Area Size</b> (If a resource overlaps the resource protection area is calculated using the highest resource protection factor)	<b>Resource Protection Area</b> (Resource Protection Factor multiplied by the Resource Area)
Floodplains & Stream Setback Areas (land within the 100-year floodplain)	0.8		
Wetlands	1.0		
Wildlife Habitat (endangered or threatened species)	0.7		
Historic & Archeological Resources	1.0		

(Blank spaces above for work sheet calculation)

The buildable area equals the total site area minus the total Resource Protection Areas. The resource protection area shall be designated as Primary Open space.

Rural Areas: If the primary open space area makes up less than the required open space, the remainder to the required open space shall be made up of secondary open space.

(D) **Unqualified Areas:** Land area that is commonly owned or devoted to the following shall not be included as meeting the common/open space requirement:

- (1) parking areas;
- (2) Required setbacks between buildings, parking areas, and project boundaries and between buildings and public or private streets unless the required setback is contiguous to, and part of, a larger area of open space;
- (3) Private yards within subdivided lots, except in accordance with Section 2.302.3(F);
- (4) A minimum of fifteen (15) feet between buildings and open space;
- (5) Any land dedicated to a sewage disposal system except in accordance with approval from the BOCC;

(E) **Open Space Design:**

- (1) Common Open Space: The location of common open space shall be planned as much as possible as a contiguous area located for the maximum benefit of the residents, preserving, and where possible, enhancing natural features. Buildings, structures, and improvements permitted in the common open space must be appropriate to the uses authorized for the common open space and must conserve and enhance the amenities of the common open space, having regard to its topography and unimproved condition.
- (2) Open space may either be centrally located, located to preserve natural features and woodlands, located to buffer adjacent farmland, or located to connect open spaces throughout the development.
- (3) Allow a minimum of fifty (50) feet from the edge of any lake or wetland. Trails, boardwalks, observation platforms, or other similar structures that enhance passive enjoyment of the site's natural amenities are permitted within this space.
- (4) Whenever possible, open space areas shall be interconnected within the PUD and on abutting parcels by open space corridors, at a minimum of ten (10) feet in width. Open space corridors may be credited towards the total open space required.

- (5) Open space areas shall have a minimum area of five thousand (5,000) square feet and a minimum width of seventy (70) feet.

**2.507.6**

**Rural Residential PUD Standards:** The Rural Residential PUD (RR-PUD) is an Overlay PUD beyond the Suburban Fringe the has a base zoning of either RU or R-1A. The BOCC may approve a Rural Residential PUD that is designed to preserve agricultural, or environmental, or open space resources or the rural character. The RR-PUD shall be designed to achieve the following:

- (A) To preserve in perpetuity unique or sensitive natural resources such as, but not limited to, groundwater, floodplains, wetlands, streams, steep slopes, woodlands, and wildlife habitat;
- (B) To permit clustering of houses and structures in a manner that will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development;
- (C) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development;
- (D) To create contiguous farm preservation areas within, and adjacent to, the development site;
- (E) To protect the rural character and scenic views;
- (F) To protect prime agricultural land and retain farming as an economic activity.
- (G) Development Standards
  - (1) Housing shall be clustered, while the remaining area is preserved for agriculture or open space.
  - (2) Site planning shall provide protection of the development from potentially adverse surrounding influences, such as active agricultural operations.
  - (3) The orientation and clustering of the residential development shall be toward internal streets and pedestrian systems and away from adjacent arterial or collector streets.
  - (4) The development plan shall include means to mitigate any potential impact of the development. Mitigation measures may include, but are not limited to, berms, larger setbacks, or additional screening.
  - (5) The development plan shall include measures to protect and enhance prime agricultural lands, open water bodies, wetlands, and sensitive habitats.
  - (6) Any use or combination of uses allowed in the underlying zoning district may be included. The uses permitted must be specifically defined and approved as a part of the development plan.
  - (7) Strong consideration shall be given to locating residential housing on the least productive agricultural land and in such a manner as to have little impact on any environmental or open space resource area and shall be clustered in such a manner to make efficient use of land resources and infrastructure.
  - (8) Strong consideration shall be given to the compatibility of the development with any surrounding agricultural operations, and the preservation of significant upland vegetation habitats and wetland areas.
  - (9) There shall be not more than two (2) lots for each one thousand (1,000) feet of frontage along an arterial or primary collector road; provided, that parcels of record with less than one thousand (1,000) feet of frontage may have two (2) frontage lots.
  - (10) No setback shall be located closer than one hundred (100) feet to an arterial or primary collector road, unless the development creates fewer than five (5) lots.
  - (11) A visual buffer located within the boundary of the residential portions of the planned unit shall be established along all property boundaries with adjacent rural residential uses to assure that the planned unit is compatible to abutting low density development through appropriate screening and/or setbacks. The width of the visual buffer shall be at least equal to the underlying zone setbacks for rear, front, or side yards, whichever is appropriate. The visual buffer shall be consistent with the landscaping standards in Article 3, Chapter 4.

The New District PUD is established in accordance with Section 303.022 (B) of the Ohio Revised Code and is regulated in accordance with the uses, development standards, design standards, and general standards proposed by the applicant and approved by the BOCC. The New District PUD zones are not identified on the zoning maps in advance. A New District PUD is not subject to the pre-existing standards of this Chapter, or any other part of this Code; or the current zoning of the site, except Section 2.509- Standards for All PUDs. A New District PUD is the result of a public hearing to rezone a specific parcel(s) to a new zone based on the negotiated development plan and standards between the applicant(s) and the BOCC. The provisions of Sections 2.506 and 2.507 of this Chapter shall not be applied, or be applicable, to a New District PUD since the negotiated development plan determines the nature of the PUD district. The applicant(s) may include or the BOCC may require at its discretion references to one or more existing standards in this Code, requiring compliance with specific pre-established standards.

The New District PUD may include any use identified in the Table of Uses by Zoning District (Table 2.205) or within this Code; and additional uses defined by the applicant(s). If applicable, an application for rezoning (PUD Stage 1) to rezone to a New District PUD may include, but is not limited to, propose standards and regulations for the following: permitted uses; use permission; prohibited uses; use locations; definitions; open space; density and intensity; internal and external traffic circulation; connectivity to adjacent parcels; pedestrian circulation and trails; drainage; buffer and screening; phasing; lighting; parking; signage; landscaping; utilities; amenities; subdivision standards; and development and design standards.

An application for a New District PUD may include subdistricts within the PUD that identifies the permitted uses and developments standards associated with each subdistrict.

---

**SEC 2.509 STANDARDS FOR ALL PUDS**

---

The following standards shall apply to all PUDs.

**2.509.1 Open Space**

(A) **Open Space on Platted Lots:** This section provides the rules by which primary open space is permitted to occur on a lot. Only large lots that may accommodate a construction envelope equal to one (1) acre shall be eligible for this provision. The construction envelope is defined as a delineated area that identifies the location within which all grading, clearing, excavation and development shall occur, including but not limited to septic systems, wells, dwellings, storage buildings or other structures or improvements. Construction envelopes shall be identified on the record plat and may be changed through the PUD amendment process as provided in Section 1.305. The following standards apply:

- (1) The construction envelope shall extend at least fifteen (15) feet from the foundation and five (5) feet from any other area to be developed or disturbed to provide for machinery and earth movement.
- (2) All eligible lots shall conserve the resource area in question, restricting the use of that land to open space uses and prohibiting fencing and the clearing, cutting, or disturbing of vegetation.
- (3) All lot construction and clearing shall be confined to a construction envelope that includes buildings, decks or patios, driveways, lawns, pools, tennis courts, septic tanks and tile fields, and utility access.
- (4) The construction envelope shall be designated on the subdivision plan.
- (5) The areas outside of the construction envelope may be credited towards the required open/common open space.

(B) **Ownership:**

- (1) **Ownership Alternatives:** An individual, a group of individuals, a nonprofit organization, a homeowners' association, a public body, or a combination of these entities may hold fee simple title to the open space area. Any use of the open space areas shall be in conformance with the Development Plan.
- (2) **Public Agency:** A public agency involved in conservation or preservation may be designated as the holder of the conservation easement for the open space land.
- (3) **Legal Instrument for Permanent Protection:** Open space shall be in place before building permits are issued. Dedicated open space shall be set aside in perpetuity by the developer through a conservation easement or a permanent restrictive covenant for conservation/preservation purposes that is found acceptable to the Commissioners. Such covenant or easement shall assure that the open space will be protected from all forms of development by being recorded and filed with the final development plan.

- (C) **Provision and Maintenance:**
- (1) The development plan shall:
    - (a) Identify the uses and development permitted in the open/common open space; and,
    - (b) Include a schedule that shall coordinate the preservation of open space and the provision of common open space with the construction of the PUD, considering the location of the open/common open space and any phases in the construction of the PUD.
  - (2) Further subdivision of open space land or its use for other than recreation, conservation, or agricultural purposes shall be strictly prohibited.
  - (3) The owners or easement holder of open space shall maintain the open space and any buildings, recreational facilities, detention and retention basins, sidewalks, or private streets upon it.

**SEC 2.509.2** **OTHER REGULATIONS:** Unless modified by the BOCC, all PUDs shall comply with the standards and policies of the Ground Water Protection Overlay; the Airport Overlay District; the Warren County Thoroughfare Plan; and the Warren County Subdivision Regulations. All PUD applicant(s) shall consult with the Warren County Soil and Water Conservation District regarding the guidelines of the Stream Water Protection Overlay.

**SEC 2.509.3** **CHANGE OF OWNERSHIP:** A PUD may be subdivided or re-subdivided and may be sold or leased in whole or in part. The final development plan shall control the development of any part of a PUD that is subdivided, sold, or leased. No development may be undertaken in any part of a PUD that is subdivided, sold, or leased that will violate the final development plan for the entire PUD unless the final development plan is amended by the BOCC for part or all of the PUD. An amendment to the final development plan shall require seventy five percent (75%) of all property owners within the entire PUD to sign as co-applicants for such amendment.

**SEC 2.509.4** **COMPLIANCE:** The BOCC may approve a change of zone for a PUD conditioned upon achieving development standards for all or each phase of a PUD. If at any time the PUD or any phase of the PUD has not been developed according to the Stage 2 or Stage 3 Site Plans, the BOCC shall give notice by certified mail to the owner and applicant who requested the rezoning and shall schedule a public hearing to take the following actions:

- (A) Legislative action to Re-Zone the property to its former zoning classification; or,
- (B) Administrative action to ensure compliance with, or amendment of, Stage 2 or Stage 3 Site Plans.

**SEC 2.509.5** **CLASSIFICATIONS OF PLANNED UNIT DEVELOPMENT:** To identify the nature of planned unit developments on the Official Zoning Map, the PUD shall be classified as one of the following three zones:

- (A) **PUD-IHO** for PUDs approved utilizing the Interstate Highway Overlay PUD process.
- (B) **PUD-O-Base Zoning Identifier** for PUDs approved under the Overlay PUD process.
- (C) **PUD-ND** for PUDs approved utilizing the New District PUD process.