

Resolution

Number 23-0554

Adopted Date May 09, 2023

RECOGNIZE THE OF HIRING OF BRITTNEY STEPHENS, OPERATIONS ASSISTANT, WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015, Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the Executive Director, Rebecca Ehling has hired Brittney Stephens as Operations Assistant with the approval of the Workforce Investment Board Butler, Clermont. and Warren Counties; and

NOW THEREFORE BE IT RESOLVED, to recognize the hiring of Brittney Stephens, as Operations Assistant, within the Workforce Investment Board Butler, Clermont, Warren Counties, unclassified, full-time, permanent, non-exempt status, at a rate of \$25.00 per hour, effective May 22, 2023.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Workforce Investment Board (file)
B. Stephens' Personnel file
OMB – S. Spencer

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

Resolution

Number 23-0555

Adopted Date May 09, 2023

APPROVE PROMOTION OF TIFFIANY ALEXANDER TO THE POSITION OF WATER SEWER UTILITY CLERK III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Alexander successfully performs the duties of Customer Service, Cashier/Receptionist, and Customer Billing and meets the requirements to be promoted to a Water Sewer Utility Clerk III; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Tiffany Alexander to the position of Water Sewer Utility Clerk III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #14, \$21.85 per hour, effective pay period beginning May 6, 2023.

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


Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
T. Alexander's Personnel file
OMB – Sue Spencer

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

Resolution

Number 23-0556

Adopted Date May 09, 2023

APPROVE PROMOTION OF ILA HARTRUM TO THE POSITION OF WATER SEWER UTILITY CLERK II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Hartrum performs the duties of Customer Service and Customer Billing meets the requirements to be promoted to a Water Sewer Utility Clerk II; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Ila Hartrum to the position of Water Sewer Utility Clerk II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #13, \$20.42 per hour, effective pay period beginning May 6, 2023.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
I. Hartrum's Personnel file
OMB – Sue Spencer

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

Resolution

Number 23-0557

Adopted Date May 09, 2023

REMOVE PROBATIONARY EMPLOYEE DAYSI CUSICK, WITHIN EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Cusick was to begin employment on May 1, 2023 as an Emergency Communications Operator and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Daysi Cusick, no showed no called for three consecutive days, and

NOW THEREFORE BE IT RESOLVED, to remove Daysi Cusick from employment within the Emergency Services Department, effective May 3, 2023.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
D. Cusick's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 23-0558

Adopted Date May 09, 2023

APPROVE APPOINTMENTS AND REAPPOINTMENTS TO THE CRIMINAL JUSTICE BOARD OF WARREN COUNTY

BE IT RESOLVED, to and approve the following appointments and reappointments to the Criminal Justice Board:

New Appointments to the Board:

Laurie Hoppenjans, Talbert House (to fill unexpired term of Tiffany Thomas)	term to expire 12/31/23
Chief Levi Wells Mason Police Dept. (to fill unexpired term of Todd Carter)	term to expire 12/31/23
Jennifer Burnside Warren Co. CPC (to fill unexpired term of Diana Flint)	term to expire 12/31/23
Mike Steele Warren Co. CPC	term to expire 12/31/25
Melissa Neimeyer Warren Co. CPC	term to expire 12/31/25
Nate Elter, attorney (replace Jim Dearie)	3-year term to expire 12/31/25

Reappointments to the Board:

Angela Johnsen (Solutions)	3-year term to expire 12/31/25
Monica Thomas (WCCPC Court Services)	3-year term to expire 12/31/25
Matt Fetty (OhioMeansJobs)	3-year term to expire 12/31/25
Sheriff Larry Sims (Warren County Sheriff)	3-year term to expire 12/31/25
David Fornshell (Warren County Prosecutor)	3-year term to expire 12/31/25
David G. Young (Warren County Commissioner)	3-year term to expire 12/31/25
Amy Bidinger (WCCPC Court Services)	3-year term to expire 12/31/25
Kristy Taylor (WCCPC Court Services)	3-year term to expire 12/31/25
Judge David Batsche (Mason Municipal Ct.)	3-year term to expire 12/31/25
Reija Huculak (MHRS Adult & Community Svcs.)	3-year term to expire 12/31/25
Chris Smith (Warren County BDD)	3-year term to expire 12/31/25

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointments (file)
Appointees

Community Corrections (file)
L. Lander

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

Resolution

Number 23-0559

Adopted Date May 09, 2023

APPOINT MEMBERS TO THE WARREN COUNTY TRANSIT ADVISORY COMMITTEE

BE IT RESOLVED to appoint the following persons to the Warren County Transit Advisory Committee for indefinite term:

1. Jacquie Adkins
Warren County Metropolitan Housing Authority
2. Matt Bear
Warren County Health Department
3. Mett Fetty
Ohio Means Jobs
4. Susanne Mason
Warren County Grants Administration
5. Martin Russell
Warren County Deputy Administrator
6. Stan Williams
Warren County Regional Planning Commission

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Appointment file
Transit (file)
Appointees
L. Lander

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

Resolution

Number 23-0560

Adopted Date May 09, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MAY 11, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 11, 2023.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

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

Resolution

Number 23-0561

Adopted Date May 09, 2023

AUTHORIZE AND EXECUTE TERMINATION LETTER TO COMPSYCH TO END EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES EFFECTIVE JULY 1, 2023

WHEREAS, it is the desire of the Board of Warren County Commissioners to end services with ComPsych related to the Employee Assistance Program; and

NOW THEREFORE BE IT RESOLVED, to authorize and execute the termination letter to ComPsych for the ending of EAP services with them effective July 1, 2023; letter attached.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Horan Associates
c/a—ComPsych
Tammy Whitaker, OMB
Benefits File

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

Resolution

Number 23-0562

Adopted Date May 09, 2023

AUTHORIZE AND EXECUTE LETTER OF AUTHORITY TO VERISK FOR SERVICES RELATED TO MEDICARE SECONDARY PAYER RECOVERY CASES RELATIVE TO THE WORKERS' COMPENSATION PROGRAM

WHEREAS, from time-to-time Medicare may process claims as primary payer that should be processed under the workers' compensation program as relative to Case ID# 321056000005311; and

WHEREAS, said payments must be recovered by Medicare and paid accordingly; and

WHEREAS, Sedgwick utilizes Verisk to assist in the recovery process on behalf of Warren County self-insured workers' compensation program; and

NOW THEREFORE BE IT RESOLVED, to authorize and execute Letter of Authority authorizing Verisk to handle matters relative to Medicare Secondary Payer Recovery Cases relative to the Warren County self-insured workers' compensation program.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Verisk
Sedgwick
Tammy Whitaker, OMB
Workers' Compensation File

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

Resolution

Number 23-0563

Adopted Date May 09, 2023

ACKNOWLEDGE AND ACCEPT THE SUMMARY PLAN DESCRIPTIONS (SPD)
RELATIVE TO THE BUY-UP AND BASE MEDICAL/RX PLAN FOR PLAN YEAR 2023

WHEREAS, from time to time the Summary Plan Descriptions require updates relative to adopted plan changes, and administrative process by United Healthcare, and other clarification to the language contained in the SPD; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Summary Plan Descriptions relative to the Warren County Buy-Up and Base Medical/Rx Plan effective January 1, 2023, as attached hereto and made a part hereof.

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

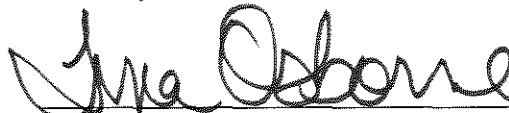
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: United Healthcare
Horan Associates
Benefits File
Tammy Whitaker, OMB

Summary Plan Description

Warren County Board of Commissioners Choice Plus Buy-Up Plan

| Effective: January 1, 2023²
Group Number: 743289



SECTION 5 - PLAN HIGHLIGHTS

The table below provides an overview of the Plan's Annual Deductible and Out-of-Pocket Maximum.

Plan Features	Network	Non-Network
Annual Deductible¹ <ul style="list-style-type: none"> ■ Individual ■ Family (cumulative Annual Deductible²) 	\$1,750	\$3,000 500
Coupons: The Plan Sponsor may not permit certain coupons or offers from pharmaceutical manufacturers or an affiliate to apply to your Annual Deductible.	\$3,500	\$67,000
Annual Out-of-Pocket Maximum¹ <ul style="list-style-type: none"> ■ Individual ■ Family (cumulative Out-of-Pocket Maximum³) 	\$3,4500	\$11,000 7,000
Coupons: The Plan Sponsor may not permit certain coupons or offers from pharmaceutical manufacturers or an affiliate to apply to your Annual Out-of-Pocket Maximum.	\$6,800 7,000	\$23,800 14,000
Lifetime Maximum Benefit⁴ There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan.	Unlimited	

¹The Annual Deductible applies toward the Out-of-Pocket Maximum for all Covered Health Services.

²The Plan does not require that you or a covered Dependent meet the single Deductible in order to satisfy the family Deductible. If more than one person in a family is covered under the Plan, the single coverage Deductible stated in the table above does not apply. Instead, the family Deductible applies and no one in the family is eligible to receive Benefits until the family Deductible is satisfied.

³The Plan does not require that you or a covered Dependent meet the single Out-of-Pocket Maximum in order to satisfy the Out-of-Pocket Maximum. If more than one person in a family is covered under the Plan, the single coverage Out-of-Pocket Maximum stated in the table above does not apply. Instead, for family coverage the family Out-of-Pocket Maximum applies.

Schedule of Benefits

This table provides an overview of the Plan's coverage levels. For detailed descriptions of your Benefits, refer to Section 6, *Additional Coverage Details*.

Amounts which you are required to pay as shown below in the *Schedule of Benefits* are based on *Eligible Expenses* or, for specific Covered Health Services as described in the definition of Recognized Amount in Section 14, *Glossary*.

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
<p>Ambulance Services</p> <p>■ Emergency Ambulance</p> <p>Eligible Expenses for ground and Air Ambulance transport provided by a non-Network provider will be determined as described in Section 3, <i>How the Plan Works</i>.</p> <p>■ Non-Emergency Ambulance</p> <p>Eligible Expenses for ground and Air Ambulance transport provided by a non-Network provider will be determined as described in Section 3, <i>How the Plan Works</i>.</p>	<p>90% after you meet the Annual Deductible</p> <p>90% after you meet the Annual Deductible</p>	<p>70% after you meet the Annual Deductible</p> <p>70% after you meet the Annual Deductible</p>
<p>Cellular and Gene Therapy</p> <p>Services must be received by a Designated Provider.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this section.</p>	<p>Non-Network Benefits are not available.</p>
<p>Clinical Trials</p>	<p>Depending upon where the Covered Health Service is provided, Benefits for Clinical Trials will be the same as those stated under each Covered Health Service category in this section.</p>	

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BUY-UP PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
<p>Stay in a Hospital will apply instead. This does not apply to services provided to stabilize an Emergency after admission to a Hospital.</p> <p>Eligible Expenses for Emergency Health Services provided by a non-Network provider will be determined as described under <i>Eligible Expenses</i> in Section 3: <i>How the Plan Works</i>.</p>		
Fertility Preservation for Iatrogenic Infertility	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<p>Hearing Aids</p> <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<p>Home Health Care</p> <p>Up to 60 visits per calendar year</p>	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Hospice Care	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Hospital - Inpatient Stay	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<p>Infertility Services</p> <ul style="list-style-type: none"> ■ Physician's Office Services ■ Outpatient services received at a Hospital or Alternate Facility <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	<p>90% after you meet the Annual Deductible</p> <p>90% after you meet the Annual Deductible</p>	<p>70% after you meet the Annual Deductible</p> <p>70% after you meet the Annual Deductible</p>

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BUY-UP PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
<ul style="list-style-type: none"> ■ Physician's Office Services ■ Physician Fees for Surgical and Medical Services ■ Hospital - Inpatient Stay <p>See Section 6, <i>Additional Coverage Details</i> for limits</p>	<p>90% after you meet the Annual Deductible</p> <p>90% after you meet the Annual Deductible</p> <p>90% after you meet the Annual Deductible</p>	<p>70% after you meet the Annual Deductible</p> <p>70% after you meet the Annual Deductible</p> <p>70% after you meet the Annual Deductible</p>
Ostomy Supplies	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<p>Orthopedic Surgeries</p> <ul style="list-style-type: none"> ■ Inpatient ■ Outpatient <p><u>Depending upon where the Covered Health Service is provided, Benefits for diagnostic services, implant fees, DME and supplies and non-surgical management of orthopedic services will be the same as those stated under each Covered Health Service category in this <i>Schedule of Benefits</i>.</u></p>	<p><u>90% after you meet the Annual Deductible</u></p> <p><u>90% after you meet the Annual Deductible</u></p>	<p><u>70% after you meet the Annual Deductible</u></p> <p><u>70% after you meet the Annual Deductible</u></p>
Pharmaceutical Products - Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<p>Physician Fees for Surgical and Medical Services</p> <p>Covered Health Services provided by a non-Network Physician in certain Network facilities will apply the same cost</p>	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible

Summary Plan Description

Warren County Board of Commissioners Choice Plus Base Plan

Effective: January 1, 2023
Group Number: 743289



TABLE OF CONTENTS

SECTION 1 - WELCOME..... 1

SECTION 2 - INTRODUCTION 4

 Eligibility4

 Cost of Coverage.....5

 How to Enroll.....6

 When Coverage Begins.....6

 Changing Your Coverage7

SECTION 3 - HOW THE PLAN WORKS 9

 Accessing Benefits.....9

 Eligible Expenses1241

 Annual Deductible1645

 Coinsurance..... 16

 Out-of-Pocket Maximum..... 16

SECTION 4 - PERSONAL HEALTH SUPPORT AND PRIOR AUTHORIZATION 1847

 Care Management.....1847

 Prior Authorization1948

 Special Note Regarding Medicare2049

SECTION 5 - PLAN HIGHLIGHTS..... 2120

SECTION 6 - ADDITIONAL COVERAGE DETAILS..... 3234

 Ambulance Services3234

 Cellular and Gene Therapy3332

 Clinical Trials.....3332

 Congenital Heart Disease (CHD) Surgeries3534

 Dental Services - Accident Only3635

 Diabetes Services.....3736

 Durable Medical Equipment (DME).....3837

 Emergency Health Services - Outpatient.....3938

 Hearing Aids.....4039

 Home Health Care4140

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Disease Management Services	6766
Complex Medical Conditions Programs and Services	6766
Wellness Programs	7270
Women's Health/Reproductive	7270

SECTION 8 – EXCLUSIONS and limitations: WHAT THE MEDICAL PLAN WILL NOT COVER

.....	7372
Alternative Treatments	7372
Dental.....	7473
Devices, Appliances and Prosthetics	7473
Drugs	7574
Experimental or Investigational or Unproven Services	7675
Foot Care.....	7675
Medical Supplies and Equipment.....	7776
Mental Health, Neurobiological Disorders - Autism Spectrum Disorder and Substance- Related and Addictive Disorders Services	7776
Nutrition	7877
Personal Care, Comfort or Convenience.....	7978
Physical Appearance	7978
Procedures and Treatments	8079
Providers.....	8284
Reproduction.....	8284
Services Provided under Another Plan	8583
Transplants	8583
Travel.....	8583
Types of Care.....	8583
Vision and Hearing.....	8684
All Other Exclusions.....	8684

SECTION 9 - CLAIMS PROCEDURES

.....	8987
Network Benefits.....	8987
Non-Network Benefits.....	8987
How To File Your Claim	8987
Health Statements.....	9189
Explanation of Benefits (EOB).....	9189

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Future of the Plan.....	127424
Plan Document.....	127424
Review and Determine Benefits in Accordance with UnitedHealthcare Reimbursement Policies	127424
SECTION 14 - GLOSSARY	129426
SECTION 15 - IMPORTANT ADMINISTRATIVE INFORMATION.....	148443
ATTACHMENT I - HEALTH CARE REFORM NOTICES.....	149444
Patient Protection and Affordable Care Act ("PPACA").....	149444
Attachment II - Legal Notices	150445
Women's Health and Cancer Rights Act of 1998.....	150445
Statement of Rights under the Newborns' and Mothers' Health Protection Act....	150445
ATTACHMENT III – Nondiscrimination and Accessibility Requirements	151446
ATTACHMENT IV – GETTING HELP IN OTHER LANGUAGES OR FORMATS	153448

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

UnitedHealthcare is a private healthcare claims administrator. UnitedHealthcare's goal is to give you the tools you need to make wise healthcare decisions. UnitedHealthcare also helps your employer to administer claims. Although UnitedHealthcare will assist you in many ways, it does not guarantee any Benefits. Warren County Board of Commissioners is solely responsible for paying Benefits described in this SPD.

Please read this SPD thoroughly to learn how the Choice Plus Base Plan works. If you have questions contact your local Office of Management & Budget department or call the number on your ID card.

SECTION 2 - INTRODUCTION

What this section includes:

- Who's eligible for coverage under the Plan;
- The factors that impact your cost for coverage;
- Instructions and timeframes for enrolling yourself and your eligible Dependents;
- When coverage begins; and
- When you can make coverage changes under the Plan.

Eligibility

You are eligible to enroll in the Plan if you are a regular full-time employee who is scheduled to work at least 30 hours per week. In addition, you may be eligible for coverage even if you are not regularly scheduled 30 or more hours per week if you worked on average 30 or more hours per week during the Plan's "look back measurement period".

AN ELECTED OFFICIAL (APPOINTED AUTHORITY) MAY ALSO EXTEND HEALTH AND LIFE INSURANCE (AS DEFINED IN C.F.R. 29, PART 541.1, 541.2, 541.3) IN THE UNCLASSIFIED SERVICE (I.E. ADMINISTRATIVE OR FIDUCIARY, AS DEFINED IN ORC 124.11 A (9)) WITHOUT REGARD TO THE SCHEDULED NUMBER OF WORK HOURS OF SUCH EMPLOYEE, SUBJECT TO THE COMPLETION OF THIRTY (30) CONSECUTIVE CALENDAR DAYS OF EMPLOYMENT.

A former employee who has been rehired will be considered as a new employee, SUBJECT TO THE COMPLETION OF THIRTY (30) CONSECUTIVE CALENDAR DAYS OF EMPLOYMENT.

Coverage is continued for Participant while on Active Military Duty. Warren County Board of Commissioners Plan will be primary.

Your eligible Dependents may also participate in the Plan. An eligible Dependent is considered to be:

- your Spouse, as defined in Section 14, *Glossary*, your legal spouse, while not legally separated from you. Spouses who have access to an employer sponsored medical, dental, vision and/or prescription plan through their employer or through a retirement plan must be enrolled in that coverage in order to have coverage on this plan. The spouse would be eligible for secondary coverage under this plan. In order to insure proper claims processing, you will be required to provide your spouse's employment and insurance information to the Office of Management and Budget at the time of initial enrollment, subsequent annual group re-enrollment and when your spouse's employment changes.

How to Enroll

To enroll, call Office of Management & Budget within 31 days of the date you first become eligible for medical Plan coverage. If you do not enroll within 31 days, you will need to wait until the next annual Open Enrollment to make your benefit elections.

Each year during annual Open Enrollment, you have the opportunity to review and change your medical election. Any changes you make during Open Enrollment will become effective the following January 1.

Important

If you wish to change your benefit elections following your marriage, birth, adoption of a child, placement for adoption of a child or other family status change, you must contact Office of Management & Budget within 30 days of the event. Otherwise, you will need to wait until the next annual Open Enrollment to change your elections.

When Coverage Begins

Once Office of Management & Budget receives your properly completed enrollment, coverage will begin on the first day following the completion of a 30 day waiting period. Coverage for Late Enrollees will begin on the date identified by Warren County Board of Commissioners after Warren County Board of Commissioners receives the completed enrollment form and any required contribution for coverage. Coverage for your Dependents will start on the date your coverage begins, provided you have enrolled them in a timely manner.

If you are rehired within 13 weeks of your termination of employment and you are eligible for coverage, your coverage will begin on your rehire date.

Coverage for a Spouse or Dependent stepchild that you acquire via marriage becomes effective the first of the month following the date Office of Management & Budget receives notice of your marriage, provided you notify Office of Management & Budget within 30 days of your marriage. Coverage for Dependent children acquired through birth, adoption, or placement for adoption is effective the date of the family status change, provided you notify Office of Management & Budget within 30 days of the birth, adoption, or placement.

If You Are Hospitalized When Your Coverage Begins

If you are an inpatient in a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility on the day your coverage begins, the Plan will pay Benefits for Covered Health Services related to that Inpatient Stay as long as you receive Covered Health Services in accordance with the terms of the Plan.

You should notify UnitedHealthcare within 48 hours of the day your coverage begins, or as soon as is reasonably possible. Network Benefits are available only if you receive Covered Health Services from Network providers.

Note: Any child under age 26 who is placed with you for adoption will be eligible for coverage on the date the child is placed with you, even if the legal adoption is not yet final. If you do not legally adopt the child, all medical Plan coverage for the child will end when the placement ends. No provision will be made for continuing coverage (such as COBRA coverage) for the child.

Change in Family Status - Example

Jane is married and has two children who qualify as Dependents. At annual Open Enrollment, she elects not to participate in Warren County Board of Commissioners' medical plan, because her husband, Tom, has family coverage under his employer's medical plan. In June, Tom loses his job as part of a downsizing. As a result, Tom loses his eligibility for medical coverage. Due to this family status change, Jane can elect family medical coverage under Warren County Board of Commissioners' medical plan outside of annual Open Enrollment.

Act), an ambulatory surgical center as described in section 1833(i)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

Air Ambulance transport provided by a non-Network provider will be reimbursed as set forth under Eligible Expenses as described at the end of this section.

~~Generally, when you receive Covered Health Services from a Network provider, you pay less than you would if you receive the same care from a non-Network provider. Therefore, in most instances, your out-of-pocket expenses will be less if you use a Network provider.~~

Depending on the geographic area and the service you receive, you may have access through UnitedHealthcare's Shared Savings Program to non-Network providers who have agreed to discounts negotiated from their charges on certain claims for Covered Health Services. Refer to the definition of Shared Savings Program in Section 14, *Glossary*, of the SPD for details about how the Shared Savings Program applies.

Generally, when you receive Covered Health Services from a Network provider, you pay less than you would if you receive the same care from a non-Network provider. Therefore, in most instances, your out-of-pocket expenses will be less if you use a Network provider.

If you choose to seek care outside the Network, the Plan generally pays Benefits at a lower level. You are required to pay the amount that exceeds the Eligible Expense. The amount in excess of the Eligible Expense could be significant, and this amount does not apply to the Out-of-Pocket Maximum. You may want to ask the non-Network provider about their billed charges before you receive care. Emergency services received at a non-Network Hospital are covered at the Network level.

Health Services from Non-Network Providers Paid as Network Benefits

If specific Covered Health Services are not available from a Network provider, you may be eligible to receive Network Benefits from a non-Network provider. In this situation, your Network Physician will notify Personal Health Support, and they will work with you and your Network Physician to coordinate care through a non-Network provider.

When you receive Covered Health Services through a Network Physician, the Plan will pay Network Benefits for those Covered Health Services, even if one or more of those Covered Health Services is received from a non-Network provider.

~~Emergency Health Services provided by a non-Network provider will be reimbursed as set forth under Eligible Expenses as described at the end of this section.~~

~~Covered Health Services provided at certain Network facilities by a non-Network Physician, when not Emergency Health Services, will be reimbursed as set forth under Eligible Expenses as described at the end of this section. For these Covered Health Services, "certain Network facility" is limited to a hospital (as defined in 1861(c) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(m)(1) of the Social Security~~

If you are currently undergoing a course of treatment utilizing a non-Network Physician or health care facility, you may be eligible to receive transition of care Benefits. This transition period is available for specific medical services and for limited periods of time. If you have questions regarding this transition of care reimbursement policy or would like help determining whether you are eligible for transition of care Benefits, please contact the telephone number on your ID card.

Do not assume that a Network provider's agreement includes all Covered Health Services. Some Network providers contract with UnitedHealthcare to provide only certain Covered Health Services, but not all Covered Health Services. Some Network providers choose to be a Network provider for only some of UnitedHealthcare's products. Refer to your provider directory or contact UnitedHealthcare for assistance.

Possible Limitations on Provider Use

If UnitedHealthcare determines that you are using health care services in a harmful or abusive manner, you may be required to select a Network Physician to coordinate all of your future Covered Health Services. If you don't make a selection within 31 days of the date you are notified, UnitedHealthcare will select a Network Physician for you. In the event that you do not use the Network Physician to coordinate all of your care, any Covered Health Services you receive will be paid at the non-Network level.

Eligible Expenses

Warren County Board of Commissioners has delegated to the Claims Administrator the initial discretion and authority to decide whether a treatment or supply is a Covered Health Service and how the Eligible Expenses will be determined and otherwise covered under the Plan.

Eligible Expenses are the amount the Claims Administrator determines that the Plan will pay for Benefits.

- For Network Benefits for Covered Health Services provided by a Network provider, except for your cost sharing obligations, you are not responsible for any difference between Eligible Expenses and the amount the provider bills.
- For Non-Network Benefits, except as described below, you are responsible for paying, directly to the non-Network provider, any difference between the amount the provider bills you and the amount the Claims Administrator will pay for Eligible Expenses.
 - For Covered Health Services that are **Ancillary Services received at certain Network facilities on a non-Emergency basis from non-Network Physicians**, you are not responsible, and the non-Network provider may not bill you, for amounts in excess of your Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in this SPD.
 - For Covered Health Services that are **non-Ancillary Services received at certain Network facilities on a non-Emergency basis from non-Network Physicians who have not satisfied the notice and consent criteria or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided for which notice and consent has been satisfied as described below**, you are

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

For the purpose of this provision, "certain Network facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center as described in section 1833(f)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

IMPORTANT NOTICE: For Ancillary Services, non-Ancillary Services provided without notice and consent, and non-Ancillary Services for unforeseen or urgent medical needs that arise at the time a service is provided for which notice and consent has been satisfied, you are not responsible, and a non-Network Physician may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD. For Ancillary Services, non-Ancillary Services provided without notice and consent, and non-Ancillary Services for unforeseen or urgent medical needs that arise at the time a service you are not responsible, and a non-Network Physician may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD.

- **For Emergency Health Services provided by a non-Network provider, the Eligible Expense is based on one of the following in the order listed below as applicable:**
 - The reimbursement rate as determined by a state *All Payer Model Agreement*.
 - The reimbursement rate as determined by state law.
 - The initial payment made by the Claims Administrator, or the amount subsequently agreed to by the non-Network provider and the Claims Administrator.
 - The amount determined by *Independent Dispute Resolution (IDR)*.

IMPORTANT NOTICE: You are not responsible, and a non-Network provider may not bill you, for amounts in excess of your applicable Copayment, Coinsurance or deductible which is based on the Recognized Amount as defined in the SPD.

- **For Air Ambulance transportation provided by a non-Network provider, the Eligible Expense is based on one of the following in the order listed below as applicable:**
 - The reimbursement rate as determined by a state *All Payer Model Agreement*.
 - The reimbursement rate as determined by state law.
 - The initial payment made by the Claims Administrator, or the amount subsequently agreed to by the non-Network provider and the Claims Administrator.
 - The amount determined by *Independent Dispute Resolution (IDR)*.

IMPORTANT NOTICE: You are not responsible, and a non-Network provider may not bill you, for amounts in excess of your Copayment, Coinsurance or deductible which is based on the rates that would apply if the service was provided by a Network provider which is based on the Recognized Amount as defined in the SPD.

- **For Emergency ground ambulance transportation provided by a non-Network provider, the Eligible Expense, which includes mileage, is a rate agreed upon by the non-Network provider or, unless a different amount is required by applicable law, determined based upon the median amount negotiated with Network providers for the same or similar service.**

- When a rate for all other services is not published by CMS for the service and a gap methodology does not apply to the service, the Eligible Expense is based on 20% of the provider's billed charge.

The Claims Administrator updates the CMS published rate data on a regular basis when updated data from CMS becomes available. These updates are typically implemented within 30 to 90 days after CMS updates its data.

IMPORTANT NOTICE: non-Network providers may bill you for any difference between the provider's billed charges and the Eligible Expense described here. This includes non-Ancillary Services when notice and consent is satisfied as described under section 2799B-2(d) of the Public Health Service Act.

Annual Deductible

The Annual Deductible is the amount of Eligible Expenses, or the Recognized Amount when applicable, you must pay each calendar year for Covered Health Services before you are eligible to begin receiving Benefits. There are separate Network and non-Network Annual Deductibles for this Plan. The amounts you pay toward your Annual Deductible accumulate over the course of the calendar year.

Eligible Expenses charged by both Network and non-Network providers apply towards both the Network individual and family Deductibles and the non-Network individual and family Deductibles.

Amounts paid toward the Annual Deductible for Covered Health Services that are subject to a visit or day limit will also be calculated against that maximum benefit limit. As a result, the limited benefit will be reduced by the number of days or visits you used toward meeting the Annual Deductible.

Coinsurance

Coinsurance is the percentage of Eligible Expenses that you are responsible for paying. Coinsurance is a fixed percentage that applies to certain Covered Health Services after you meet the Annual Deductible.

Coinsurance – Example

Let's assume that you receive Plan Benefits for outpatient surgery from a Network provider. Since the Plan pays 90% after you meet the Annual Deductible, you are responsible for paying the other 10%. This 10% is your Coinsurance.

Out-of-Pocket Maximum

The annual Out-of-Pocket Maximum is the most you pay each calendar year for Covered Health Services. There are separate Network and non-Network Out-of-Pocket Maximums for this Plan. If your eligible out-of-pocket expenses in a calendar year exceed the annual maximum, the Plan pays 100% of Eligible Expenses for Covered Health Services through the end of the calendar year.

Eligible Expenses charged by both Network and non-Network providers apply toward both

SECTION 4 - PERSONAL HEALTH SUPPORT AND PRIOR AUTHORIZATION

What this section includes:

- An overview of the Personal Health Support program; and
- Covered Health Services which Require Prior Authorization.

Care Management

When you seek prior authorization as required, the Claims Administrator will work with you to implement the care management process and to provide you with information about additional services that are available to you, such as disease management programs, health education, and patient advocacy.

UnitedHealthcare provides a program called Personal Health Support designed to encourage personalized, efficient care for you and your covered Dependents.

Personal Health Support Nurses center their efforts on prevention, education, and closing any gaps in your care. The goal of the program is to ensure you receive the most appropriate and cost-effective services available.

If you are living with a chronic condition or dealing with complex health care needs, UnitedHealthcare may assign to you a primary nurse, referred to as a Personal Health Support Nurse to guide you through your treatment. This assigned nurse will answer questions, explain options, identify your needs, and may refer you to specialized care programs. The Personal Health Support Nurse will provide you with their telephone number so you can call them with questions about your conditions, or your overall health and well-being.

Personal Health Support Nurses will provide a variety of different services to help you and your covered family members receive appropriate medical care. Program components are subject to change without notice. As of the publication of this SPD, the Personal Health Support Nurse program includes:

- **Admission counseling** - Personal Health Support Nurses are available to help you prepare for a successful surgical admission and recovery. Call the number on your ID card for support.
- **Inpatient care management** - If you are hospitalized, a Personal Health Support Nurse will work with your Physician to make sure you are getting the care you need and that your Physician's treatment plan is being carried out effectively.
- **Readmission Management** - This program serves as a bridge between the Hospital and your home if you are at high risk of being readmitted. After leaving the Hospital, if you have a certain chronic or complex condition, you may receive a phone call from a Personal Health Support Nurse to confirm that medications, needed equipment, or follow-up services are in place. The Personal Health Support Nurse will also share important health care information, reiterate and reinforce discharge instructions, and support a safe transition home.

Contacting UnitedHealthcare or Personal Health Support is easy.
Simply call the number on your ID card.

Network providers are responsible for obtaining prior authorization from the Claims Administrator before they provide certain services to you.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for obtaining prior authorization from the Claims Administrator before you receive these services. In many cases, your Non-Network Benefits will be reduced if the Claims Administrator has not provided prior authorization.

Services for which you are required to obtain prior authorization are identified in Section 6, *Additional Coverage Details*, within each Covered Health Service Benefit description. Please note that prior authorization timelines apply. Refer to the applicable Benefit description to determine how far in advance you must obtain prior authorization.

Special Note Regarding Medicare

If you are enrolled in Medicare on a primary basis (Medicare pays before the Plan pays Benefits) the prior authorization requirements do not apply to you. Since Medicare is the primary payer, the Plan will pay as secondary payer as described in Section 10, *Coordination of Benefits (COB)*. You are not required to obtain authorization before receiving Covered Health Services.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

²An embedded deductible means that there is an individual deductible embedded within the family deductible. Individual members accumulate toward an individual deductible and receive coinsurance benefits once that deductible has been satisfied whether they are enrolled as single or under family coverage.

³An embedded Out-of-Pocket Maximum means that there is an individual Out-of-Pocket Maximum embedded within the family Out-of-Pocket Maximum. Individual members accumulate toward an individual Out-of-Pocket Maximum and receive coinsurance benefits once that deductible has been satisfied whether they are enrolled as single or under family coverage.

⁴Generally the following are considered to be essential benefits under the Patient Protection and Affordable Care Act:

Ambulatory patient services; emergency services, hospitalization; maternity and newborn care, mental health and substance-related and addictive disorders services (including behavioral health treatment); prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
Congenital Heart Disease (CHD) Surgeries <ul style="list-style-type: none"> ■ Hospital - Inpatient Stay 	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Dental Services - Accident Only	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Diabetes Services <ul style="list-style-type: none"> ■ Diabetes Self-Management and Training/ Diabetic Eye Examinations/Foot Care ■ insulin pumps ■ diabetes supplies <p>See <i>Durable Medical Equipment</i> in Section 6, <i>Additional Coverage Details</i>, for limits</p>	<p>Depending upon where the Covered Health Service is provided, Benefits for diabetes self-management and training/diabetic eye examinations/ foot care will be paid the same as those stated under each Covered Health Service category in this section.</p> <p>Benefits for diabetes equipment will be the same as those stated under <i>Durable Medical Equipment</i> in this section.</p>	
Durable Medical Equipment (DME) <ul style="list-style-type: none"> ■ Orthotic Braces / Corrective Shoes <p>See Section 6, <i>Additional Coverage Details</i>, for limits.</p>	90% after you meet the Annual Deductible 50% after you meet the Annual Deductible	70% after you meet the Annual Deductible 50% after you meet the Annual Deductible
Emergency Health Services - Outpatient If you are admitted as an inpatient to a Hospital within 24 hours of receiving outpatient Emergency treatment for the same condition, you will not have to pay this Copay, Coinsurance and/or deductible. The Benefits for an Inpatient	75% after you meet the Network Annual Deductible	

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
<ul style="list-style-type: none"> ■ Non-Preventive Mammography 	100% for the first mammogram in a calendar year regardless of age. Subsequent diagnostic mammograms 90% after you meet the Annual Deductible.	70% after you meet the Annual Deductible
Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine – Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Mental Health Services <ul style="list-style-type: none"> ■ Inpatient ■ Outpatient 	90% after you meet the Annual Deductible 90% after you meet the Annual Deductible	70% after you meet the Annual Deductible 70% after you meet the Annual Deductible
Neurobiological Disorders - Autism Spectrum Disorder Services <ul style="list-style-type: none"> ■ Inpatient ■ Outpatient 	90% after you meet the Annual Deductible 90% after you meet the Annual Deductible	70% after you meet the Annual Deductible 70% after you meet the Annual Deductible
Nutritional Counseling Up to three visits per condition per lifetime	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Obesity Surgery <ul style="list-style-type: none"> ■ Physician's Office Services 	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
however Eligible Expenses will be determined as described in Section 3, <i>How the Plan Works</i> , under <i>Eligible Expenses</i> .		
Physician's Office Services - Sickness and Injury	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Pregnancy - Maternity Services		
<ul style="list-style-type: none"> ■ Preventive Care 	100%	70% after you meet the Annual Deductible
<ul style="list-style-type: none"> ■ Physician's Office Services 	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<ul style="list-style-type: none"> ■ Hospital - Inpatient Stay 	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
<ul style="list-style-type: none"> ■ Physician Fees for Surgical and Medical Services 	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
A Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.		
Preventive Care Services		
<ul style="list-style-type: none"> ■ Physician Office Services 	100%	70% after you meet the Annual Deductible
<ul style="list-style-type: none"> ■ Lab, X-ray or Other Preventive Tests 	100%	70% after you meet the Annual Deductible
<ul style="list-style-type: none"> ■ Diagnostic Colonoscopy- age 45 and over 	100%	70% after you meet the Annual Deductible

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Covered Health Services ¹	Percentage of Eligible Expenses Payable by the Plan:	
	Designated Network and Network	Non-Network
Spine and Joint Surgeries	<p>Designated Network</p> <p>100% after you meet the Annual Deductible</p> <p>Network</p> <p>90% after you meet the Annual Deductible</p>	<p>Non-Network Benefits are not available.</p>
<p>Substance-Related and Addictive Disorders Services</p> <ul style="list-style-type: none"> ■ Inpatient ■ Outpatient 	<p>90% after you meet the Annual Deductible</p> <p>90% after you meet the Annual Deductible</p>	<p>70% after you meet the Annual Deductible</p> <p>70% after you meet the Annual Deductible</p>
Surgery - Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Temporomandibular Joint (TMJ) Services	Depending upon where the Covered Health Services is provided, Benefits for temporomandibular joint (TMJ) services will be the same as those stated under each Covered Health Services category in this section.	
Therapeutic Treatments -- Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Transplantation Services	Depending upon where the Covered Health Services is provided, Benefits for transplantation services will be the same as those stated under each Covered Health Services category in this section.	

SECTION 6 - ADDITIONAL COVERAGE DETAILS

What this section includes:

- Covered Health Services for which the Plan pays Benefits; and
- Covered Health Services that require you to obtain prior authorization from the Claims Administrator before you receive them, and any reduction in Benefits that may apply if you do not obtain prior authorization from the Claims Administrator.

This section supplements the second table in Section 5, *Plan Highlights*.

While the table provides you with Benefit limitations along with Coinsurance and Annual Deductible information for each Covered Health Service, this section includes descriptions of the Benefits. These descriptions include any additional limitations that may apply, as well as Covered Health Services for which you must obtain prior authorization from the Claims Administrator as required. The Covered Health Services in this section appear in the same order as they do in the table for easy reference. Services that are not covered are described in Section 8, *Exclusions and Limitations*.

Benefits are provided for services delivered via Telehealth/Telemedicine. Benefits are also provided for Remote Physiologic Monitoring. Benefits for these services are provided to the same extent as an in-person service under any applicable Benefit category in this section unless otherwise specified in the table.

Ambulance Services

The Plan covers Emergency ambulance services and transportation provided by a licensed ambulance service to the nearest Hospital that offers Emergency Health Services. See Section 14, *Glossary* for the definition of Emergency.

Ambulance service by air is covered in an Emergency if ground transportation is impossible, or would put your life or health in serious jeopardy. If special circumstances exist, UnitedHealthcare may pay Benefits for Emergency air transportation to a Hospital that is not the closest facility to provide Emergency Health Services.

The Plan also covers transportation provided by a licensed professional ambulance (either ground or Δ air Δ ambulance, as UnitedHealthcare determines appropriate) between facilities when the transport is:

- from a non-Network Hospital to a Network Hospital;
- to a Hospital that provides a higher level of care that was not available at the original Hospital;
- to a more cost-effective acute care facility; or
- from an acute facility to a sub-acute setting.

- Covered Health Services needed for reasonable and necessary care arising from the provision of an Investigational item or service.

Routine costs for clinical trials do not include:

- the Experimental or Investigational Service or item. The only exceptions to this are:
 - certain Category B devices;
 - certain promising interventions for patients with terminal illnesses; and
 - other items and services that meet specified criteria in accordance with our medical and drug policies;
- items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis; and
- items and services provided by the research sponsors free of charge for any person enrolled in the trial.

With respect to cancer or other life-threatening diseases or conditions, a qualifying clinical trial is a Phase I, Phase II, Phase III, or Phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition and which meets any of the following criteria in the bulleted list below.

With respect to cardiovascular disease or musculoskeletal disorders of the spine and hip and knees and other diseases or disorders which are not life-threatening, a qualifying clinical trial is a Phase I, Phase II, or Phase III clinical trial that is conducted in relation to the detection or treatment of such non-life-threatening disease or disorder and which meets any of the following criteria in the bulleted list below.

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
 - National Institutes of Health (NIH). (Includes National Cancer Institute (NCI));
 - Centers for Disease Control and Prevention (CDC);
 - Agency for Healthcare Research and Quality (AHRQ);
 - Centers for Medicare and Medicaid Services (CMS);
 - a cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Veterans Administration (VA);
 - a qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants; or
 - The Department of Veterans Affairs, the Department of Defense or the Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to meet both of the following criteria:

If you receive Congenital Heart Disease services from a facility that is not a Designated Provider, the Plan pays Benefits as described under:

- Physician's Office Services - Sickness and Injury;
- Physician Fees for Surgical and Medical Services;
- Scopic Procedures - Outpatient Diagnostic and Therapeutic;
- Therapeutic Treatments - Outpatient;
- Hospital - Inpatient Stay; and
- Surgery - Outpatient.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization as soon as the possibility of a Congenital Heart Disease (CHD) surgery arises.

If you do not obtain prior authorization as required Benefits will be subject to a \$250 reduction.

It is important that you notify the Claims Administrator regarding your intention to have surgery. Your notification will open the opportunity to become enrolled in programs that are designed to achieve the best outcomes for you.

Dental Services - Accident Only

Dental services are covered by the Plan when all of the following are true:

- treatment is necessary because of accidental damage;
- dental damage does not occur as a result of normal activities of daily living or extraordinary use of the teeth;
- dental services are received from a Doctor of Dental Surgery or a Doctor of Medical Dentistry; and
- the dental damage is severe enough that initial contact with a Physician or dentist occurs within 72 hours of the accident. (You may request an extension of this time period provided that you do so within 60 days of the Injury and if extenuating circumstances exist due to the severity of the Injury.)

The Plan also covers dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition limited to:

- dental services related to medical transplant procedures;
- initiation of immunosuppressives (medication used to reduce inflammation and suppress the immune system); and
- direct treatment of acute traumatic Injury, cancer or cleft palate.

- Lancets and lancet devices.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization before obtaining any DME for the management and treatment of diabetes that costs more than \$1,000 (either retail purchase cost or cumulative retail rental cost of a single item).

If you fail to obtain prior authorization as required, Benefits will be subject to a \$250 reduction.

Durable Medical Equipment (DME)

The Plan pays for Durable Medical Equipment (DME) that is:

- ordered or provided by a Physician for outpatient use;
- used for medical purposes;
- not consumable;
- not of use to a person in the absence of a Sickness, Injury or disability;
- durable enough to withstand repeated use; and
- appropriate for use in the home.

If more than one piece of DME can meet your functional needs, you will receive Benefits only for the most Cost-Effective piece of equipment. Benefits are provided for a single unit of DME (example: one insulin pump) and for repairs of that unit.

Examples of DME include but are not limited to:

- equipment to administer oxygen;
- equipment to assist mobility, such as a standard wheelchair;
- a standard Hospital type bed;
- delivery pumps for tube feedings;
- negative pressure wound therapy pumps (wound vacuums);
- burn garments;
- insulin pumps and all related necessary supplies as described under *Diabetes Services* in this section;
- external cochlear devices and systems. Surgery to place a cochlear implant is also covered by the Plan. Cochlear implantation can either be an inpatient or outpatient procedure. See *Hospital - Inpatient Stay, Rehabilitation Services - Outpatient Therapy and Surgery - Outpatient* in this section;
- braces that stabilize an injured body part, including necessary adjustments to shoes to accommodate braces to include orthopedic shoes (standard or custom), lifts and wedges. Braces that stabilize an injured body part and braces to treat curvature of the spine are

Note: If you are confined in a non-Network Hospital after you receive outpatient Emergency Health Services, you must notify the Claims Administrator within one business day or on the same day of admission if reasonably possible. The Claims Administrator may elect to transfer you to a Network Hospital as soon as it is medically appropriate to do so. If you choose to stay in the non-Network Hospital after the date the Claims Administrator decides a transfer is medically appropriate, Network Benefits will not be provided. Non-Network Benefits may be available if the continued stay is determined to be a Covered Health Service.

Fertility Preservation for Iatrogenic Infertility

Benefits are available for fertility preservation for medical reasons that cause irreversible infertility such as chemotherapy, radiation treatment, and bilateral oophorectomy due to cancer. Services include the following procedures, when provided by or under the care or supervision of a Physician:

- Collection of sperm.
- Cryo-preservation of sperm.
- Ovarian stimulation, retrieval of eggs and fertilization.
- Oocyte cryo-preservation.
- Embryo cryo-preservation.

Benefits for medications related to the treatment of fertility preservation are provided as described under *Pharmaceutical Products – Outpatient* section.

Benefits are not available embryo transfer.

Benefits are not available for long-term storage costs (greater than one year).

Any combination of Network Benefits and Non-Network Benefits is limited to \$20,000 per lifetime.

Hearing Aids

The Plan pays Benefits for hearing aids required for the correction of a hearing impairment (a reduction in the ability to perceive sound which may range from slight to complete deafness). Hearing aids are electronic amplifying devices designed to bring sound more effectively into the ear. A hearing aid consists of a microphone, amplifier and receiver.

Benefits are available for a hearing aid that is purchased as a result of a written recommendation by a Physician. Benefits are provided for the hearing aid and for charges for associated fitting and testing.

If more than one type of hearing aid can meet your functional needs, Benefits are available only for the hearing aid that meets the minimum specifications for your needs. If you purchase a hearing aid that exceeds these minimum specifications, the Plan will pay only the amount that the Plan would have paid for the hearing aid that meets the minimum specifications, and you will be responsible for paying any difference in cost.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization five business days before admission for an Inpatient Stay in a hospice facility or as soon as is reasonably possible. If you fail to obtain prior authorization as required, Benefits will be subject to a \$250 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator within 24 hours of admission for an Inpatient Stay in a hospice facility.

Hospital - Inpatient Stay

Hospital Benefits are available for:

- non-Physician services and supplies received during an Inpatient Stay;
- room and board in a Semi-private Room (a room with two or more beds); and
- Physician services for radiologists, anesthesiologists, pathologists and Emergency room Physicians.

The Plan will pay the difference in cost between a Semi-private Room and a private room only if a private room is necessary according to generally accepted medical practice.

Benefits for an Inpatient Stay in a Hospital are available only when the Inpatient Stay is necessary to prevent, diagnose or treat a Sickness or Injury. Benefits for other Hospital-based Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Benefits for Emergency admissions and admissions of less than 24 hours are described under *Emergency Health Services and Surgery - Outpatient, Scope Procedures - Diagnostic and Therapeutic*, and *Therapeutic Treatments - Outpatient*, respectively.

Prior Authorization Requirement

For Non-Network Benefits for:

- A scheduled admission, you must obtain prior authorization five business days before admission.
- A non-scheduled admission (including Emergency admissions)-you must provide notification as soon as is reasonably possible.

If you fail to obtain prior authorization from or provide notification to the Claims Administrator as required, Benefits will be subject to a \$250 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions (including Emergency admissions).

Infertility Services

The Plan pays Benefits for infertility services and associated expenses for the diagnosis and treatment of an underlying medical condition that causes infertility, including surgical

Benefits under this section include:

- the facility charge and the charge for supplies and equipment; and
- Physician services for radiologists, anesthesiologists and pathologists.

When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services - Sickness and Injury* in this section. Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Mental Health Services

Mental Health Services include those received on an inpatient or outpatient basis in a Hospital and an Alternate Facility or in a provider's office. All services must be provided by or under the direction of a properly-qualified-behavioral health provider who is properly licensed and qualified by law and acting within the scope of their licensure.

Benefits include the following levels of care:

- Inpatient treatment.
- Residential Treatment.
- Partial Hospitalization/Day Treatment.
- Intensive Outpatient Treatment.
- Outpatient treatment.

Inpatient treatment and Residential Treatment includes room and board in a Semi-private Room (a room with two or more beds).

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family and group therapy.
- ~~Provider-based case management services.~~
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for the inpatient treatment.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating a referrals to providers and coordination of care.

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family and group therapy.
- ~~Provider-based case management services.~~
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for the inpatient treatment.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating referrals to providers and coordination of care.

Prior Authorization Requirement

For Non-Network Benefits for:

- A scheduled admission for Neurobiological Disorders – Autism Spectrum Disorder Services (including an admission for services at a Residential Treatment facility), you must obtain authorization from the Claims Administrator five business days before admission.
- A non-scheduled admission (~~including Emergency admissions~~) you must provide notification as soon as is reasonably possible.

In addition, for Non-Network Benefits you must obtain prior authorization from the Claims Administrator before the following services are received. Services requiring prior authorization: Partial Hospitalization/Day Treatment; Intensive Outpatient Treatment programs; psychological testing; ~~extended outpatient treatment visits, with or without medication management;~~ Intensive Behavioral Therapy, including *Applied Behavior Analysis (ABA)*.

If you fail to obtain prior authorization from or provide notification to the Claims Administrator as required, Benefits will be subject to a \$250 reduction.

Nutritional Counseling

The Plan will pay for Covered Health Services for medical education services provided in a Physician's office by an appropriately licensed or healthcare professional when:

- education is required for a disease in which patient self-management is an important component of treatment; and
- there exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

- Total joint replacement and joint revision surgeries.

- Scopic procedures for joints.

Designated Network Benefits include Physician fees, the facility charge and the charge for supplies and equipment.

For all other Benefits, Physician fees are described under *Physician Fees for Surgical and Medical Services*.

Depending upon where the Covered Health Service is provided, Benefits for diagnostic services, implant fees, DME and supplies and non-surgical management of orthopedic services will be the same as those stated under each Covered Health Service category in the *Schedule of Benefits* table.

Ostomy Supplies

Benefits for ostomy supplies are limited to:

- pouches, face plates and belts;
- irrigation sleeves, bags and ostomy irrigation catheters; and
- skin barriers.

Pharmaceutical Products - Outpatient

The Plan pays for Pharmaceutical Products that are administered on an outpatient basis in a Hospital, Alternate Facility, Physician's office, or in a Covered Person's home. Examples of what would be included under this category are antibiotic injections in the Physician's office or inhaled medication in an Urgent Care Center for treatment of an asthma attack.

Benefits under this section are provided only for Pharmaceutical Products which, due to their characteristics (as determined by UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional.

Depending on where the Pharmaceutical Product is administered, Benefits will be provided for administration of the Pharmaceutical Product under the corresponding Benefit category in this SPD.

If you require certain Pharmaceutical Products, including specialty Pharmaceutical Products, UnitedHealthcare may direct you to a designated dispensing entity with whom UnitedHealthcare has an arrangement to provide those Pharmaceutical Products. Such Dispensing Entities may include an outpatient pharmacy, specialty pharmacy, Home Health Agency provider, Hospital-affiliated pharmacy or hemophilia treatment center contracted pharmacy.

If you/your provider are directed to a designated dispensing entity and you/your provider choose not to obtain your Pharmaceutical Product from a designated dispensing entity, Network Benefits are not available for that Pharmaceutical Product.

- 96 hours for the mother and newborn child following a cesarean section delivery.

These are federally mandated requirements under the Newborns' and Mothers' Health Protection Act of 1996 which apply to this Plan. The Hospital or other provider is not required to get authorization for the time periods stated above. Authorizations are required for longer lengths of stay. If the mother agrees, the attending Physician may discharge the mother and/or the newborn child earlier than these minimum timeframes.

Both before and during a Pregnancy, Benefits include the services of a genetic counselor when provided or referred by a Physician. These Benefits are available to all Covered Persons in the immediate family. Covered Health Services include related tests and treatment.

Prior Authorization Requirement

For Non-Network Benefits, you must obtain prior authorization as soon as reasonably possible if the Inpatient Stay for the mother and/or the newborn will be more than 48 hours for the mother and newborn child following a normal vaginal delivery, or more than 96 hours for the mother and newborn child following a cesarean section delivery. If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$250 reduction.

It is important that you notify us regarding your Pregnancy. Your notification will open the opportunity to become enrolled in prenatal programs that are designed to achieve the best outcomes for you and your baby.

Healthy moms and babies

The Plan provides a special prenatal program to help during Pregnancy. Participation is voluntary and free of charge. See Section 7, *Clinical Programs and Resources*, for details.

Preventive Care Services

The Plan pays Benefits for Preventive care services provided on an outpatient basis at a Physician's office, an Alternate Facility or a Hospital encompass medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and include the following as required under applicable law:

- evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- with respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and

At UnitedHealthcare's discretion, prosthetic devices may be covered for damage beyond repair with normal wear and tear, when repair costs are less than the cost of replacement or when a change in the Covered Person's medical condition occurs sooner than the three year timeframe. Replacement of artificial limbs or any part of such devices may be covered when the condition of the device or part requires repairs that cost more than the cost of a replacement device or part.

Note: Prosthetic devices are different from DME - see *Durable Medical Equipment (DME)* in this section.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization before obtaining prosthetic devices that exceed \$1,000 in cost per device.

If you fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a \$250 reduction.

Reconstructive Procedures

Reconstructive Procedures are services performed when the primary purpose of the procedure is either to treat a medical condition or to improve or restore physiologic function for an organ or body part. Reconstructive procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The primary result of the procedure is not a changed or improved physical appearance.

Improving or restoring physiologic function means that the organ or body part is made to work better. An example of a Reconstructive Procedure is surgery on the inside of the nose so that a person's breathing can be improved or restored.

Benefits for Reconstructive Procedures include breast reconstruction following a mastectomy and reconstruction of the non-affected breast to achieve symmetry. Replacement of an existing breast implant is covered by the Plan if the initial breast implant followed mastectomy. Other services required by the Women's Health and Cancer Rights Act of 1998, including breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact UnitedHealthcare at the telephone number on your ID card for more information about Benefits for mastectomy-related services.

There may be times when the primary purpose of a procedure is to make a body part work better. However, in other situations, the purpose of the same procedure is to improve the appearance of a body part. Cosmetic procedures are excluded from coverage. Procedures that correct an anatomical Congenital Anomaly without improving or restoring physiologic function are considered Cosmetic Procedures. A good example is upper eyelid surgery. At times, this procedure will be done to improve vision, which is considered a Reconstructive Procedure. In other cases, improvement in appearance is the primary intended purpose, which is considered a Cosmetic Procedure. This Plan does not provide Benefits for Cosmetic Procedures, as defined in Section 14, *Glossary*.

Manipulative Treatment or if treatment goals have previously been met. Benefits under this section are not available for maintenance/preventive Manipulative Treatment.

Habilitative Services

For the purpose of this Benefit, "habilitative services" means Medically Necessary skilled health care services that help a person keep, learn or improve skills and functioning for daily living. Habilitative services are skilled when all of the following are true:

- The services are part of a prescribed plan of treatment or maintenance program that is Medically Necessary to maintain a Covered Person's current condition or to prevent or slow further decline.
- It is ordered by a Physician and provided and administered by a licensed provider.
- It is not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair.
- It requires clinical training in order to be delivered safely and effectively.
- It is not Custodial Care.

The Claims Administrator will determine if Benefits are available by reviewing both the skilled nature of the service and the need for Physician-directed medical management. Therapies provided for the purpose of general well-being or conditioning in the absence of a disabling condition are not considered habilitative services. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Benefits are provided for habilitative services provided for Covered Persons with a disabling condition when both of the following conditions are met:

- The treatment is administered by a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist or Physician.
- The initial or continued treatment must be proven and not Experimental or Investigational.

Benefits for habilitative services do not apply to those services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and Residential Treatment are not habilitative services. A service that does not help the Covered Person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service.

The Plan may require that a treatment plan be provided, request medical records, clinical notes, or other necessary data to allow the Plan to substantiate that initial or continued medical treatment is needed. When the treating provider anticipates that continued treatment is or will be required to permit the Covered Person to achieve demonstrable progress, we may request a treatment plan consisting of diagnosis, proposed treatment by type, frequency, anticipated duration of treatment, the anticipated goals of treatment, and how frequently the treatment plan will be updated.

described under *Surgery - Outpatient*. Examples of surgical scopic procedures include arthroscopy, laparoscopy, bronchoscopy, hysteroscopy.

Skilled Nursing Facility/Inpatient Rehabilitation Facility Services

Facility services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility are covered by the Plan. Benefits include:

- non-Physician services and supplies received during the Inpatient Stay;
- room and board in a Semi-private Room (a room with two or more beds); and
- Physician services for radiologists, anesthesiologists and pathologists.

Benefits are available when skilled nursing and/or Inpatient Rehabilitation Facility services are needed on a daily basis. Benefits are also available in a Skilled Nursing Facility or Inpatient Rehabilitation Facility for treatment of a Sickness or Injury that would have otherwise required an Inpatient Stay in a Hospital.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

UnitedHealthcare will determine if Benefits are available by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Benefits are available only if:

- the initial confinement in a Skilled Nursing Facility or Inpatient Rehabilitation Facility was or will be a Cost Effective alternative to an Inpatient Stay in a Hospital; and
- you will receive skilled care services that are not primarily Custodial Care.

Skilled care is skilled nursing, skilled teaching, and skilled rehabilitation services when:

- it is delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome, and provide for the safety of the patient;
- it is ordered by a Physician;
- it is not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair; and
- it requires clinical training in order to be delivered safely and effectively.

You are expected to improve to a predictable level of recovery. Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed rehabilitation services or if discharge rehabilitation goals have previously been met.

Note: The Plan does not pay Benefits for Custodial Care or Domiciliary Care, even if ordered by a Physician, as defined in Section 14, *Glossary*.

- Intensive Outpatient Treatment.
- Outpatient treatment.

Inpatient treatment and Residential Treatment includes room and board in a Semi-private Room (a room with two or more beds).

Services include the following:

- Diagnostic evaluations, assessment and treatment planning.
- Treatment and/or procedures.
- Medication management and other associated treatments.
- Individual, family and group therapy. ~~Provider-based case management services.~~
- Crisis intervention.

The Mental Health/Substance-Related and Addictive Disorders Administrator provides administrative services for the inpatient treatment.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for assistance in locating a referral to providers and coordination of care.

Diagnostic treatment includes examination, radiographs and applicable imaging studies and consultation. Non-surgical treatment includes clinical examinations, oral appliances (orthotic splints), arthrocentesis and trigger-point injections.

Benefits are provided for surgical treatment if:

- there is clearly demonstrated radiographic evidence of significant joint abnormality;
- non-surgical treatment has failed to adequately resolve the symptoms; and
- pain or dysfunction is moderate or severe.

Benefits for surgical services include arthrocentesis, arthroscopy, arthroplasty, arthrotomy, open or closed reduction of dislocations.

Benefits for an Inpatient Stay in a Hospital and Hospital-based Physician services are described in this section under *Hospital – Inpatient Stay* and *Physician Fees for Surgical and Medical Services*, respectively.

Therapeutic Treatments - Outpatient

The Plan pays Benefits for therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility, including dialysis (both hemodialysis and peritoneal dialysis), intravenous chemotherapy or other intravenous infusion therapy and radiation oncology.

Covered Health Services include medical education services that are provided on an outpatient basis at a Hospital or Alternate Facility by appropriately licensed or registered healthcare professionals when:

- education is required for a disease in which patient self-management is an important component of treatment; and
- there exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Benefits under this section include:

- the facility charge and the charge for related supplies and equipment; and
- Physician services for anesthesiologists, pathologists and radiologists. Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Donor costs that are directly related to organ removal are Covered Health Services for which Benefits are payable through the organ recipient's coverage under the Plan.

The Plan has specific guidelines regarding Benefits for transplant services. Contact United Resource Networks at (888) 936-7246 or Personal Health Support at the telephone number on your ID card for information about these guidelines.

Note: The services described under *Travel and Lodging* are Covered Health Services only in connection with transplant services received by a Designated Provider.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization as soon as the possibility of a transplant arises (and before the time a pre-transplantation evaluation is performed at a transplant center).

If you don't obtain prior authorization as required, Benefits will be subject to a \$250 reduction.

In addition, for Non-Network Benefits, you must contact the Claims Administrator 24 hours before admission for scheduled admissions or as soon as is reasonably possible for non-scheduled admissions (including Emergency admissions).

Urgent Care Center Services

The Plan provides Benefits for services, including professional services, received at an Urgent Care Center, as defined in Section 14, *Glossary*. When Urgent Care services are provided in a Physician's office, the Plan pays Benefits as described under *Physician's Office Services - Sickness and Injury* earlier in this section.

Urinary Catheters

Benefits for indwelling and intermittent urinary catheters for incontinence or retention.

Benefits include related urologic supplies for indwelling catheters limited to:

- Urinary drainage bag and insertion tray (kit).
- Anchoring device.
- Irrigation tubing set.

Virtual Care Services

Virtual care for Covered Health Services that includes the diagnosis and treatment of less serious medical conditions. Virtual care provides communication of medical information in real-time between the patient and a distant Physician or health specialist, outside of a medical facility (for example, from home or from work).

Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Network Provider by contacting the Claims Administrator at www.myuhc.com or the telephone number on your ID card.

SECTION 7 - CLINICAL PROGRAMS AND RESOURCES

What this section includes:

Health and well-being resources available to you, including:

- Consumer Solutions and Self-Service Tools;
- Disease Management Services;
- Complex Medical Conditions Programs and Services; and
- Wellness Programs;
- Women's Health/Reproductive.

Warren County Board of Commissioners believes in giving you the tools you need to be an educated health care consumer. To that end, Warren County Board of Commissioners has made available several convenient educational and support services, accessible by phone and the Internet, which can help you to:

- take care of yourself and your family members;
- manage a chronic health condition; and
- navigate the complexities of the health care system.

NOTE:

Information obtained through the services identified in this section is based on current medical literature and on Physician review. It is not intended to replace the advice of a doctor. The information is intended to help you make better health care decisions and take a greater responsibility for your own health. UnitedHealthcare and Warren County Board of Commissioners are not responsible for the results of your decisions from the use of the information, including, but not limited to, your choosing to seek or not to seek professional medical care, or your choosing or not choosing specific treatment based on the text.

Consumer Solutions and Self-Service Tools

Health Survey

You are invited to learn more about your health and wellness at www.myuhc.com and are encouraged to participate in the online health survey. The health survey is an interactive questionnaire designed to help you identify your healthy habits as well as potential health risks.

Your health survey is kept confidential. Completing the survey will not impact your Benefits or eligibility for Benefits in any way.

Reminder Programs

To help you stay healthy, UnitedHealthcare may send you and your covered Dependents reminders to schedule recommended screening exams. Examples of reminders include:

- Mammograms for women.

- provide you with decision support resources; and
- give you access to Physicians and facilities across areas of medicine that have met UnitedHealthcare's quality and efficiency criteria.

For details on the UnitedHealth PremiumSM Program including how to locate a UnitedHealth PremiumSM Physician or facility, log onto www.myuhc.com or call the toll-free number on your ID card.

www.myuhc.com

UnitedHealthcare's member website, www.myuhc.com, provides information at your fingertips anywhere and anytime you have access to the Internet. www.myuhc.com opens the door to a wealth of health information and convenient self-service tools to meet your needs.

With www.myuhc.com you can:

- research a health condition and treatment options to get ready for a discussion with your Physician;
- search for Network providers available in your Plan through the online provider directory;
- complete a health risk assessment to identify health habits you can improve, learn about healthy lifestyle techniques and access health improvement resources;
- use the treatment cost estimator to obtain an estimate of the costs of various procedures in your area; and
- use the Hospital comparison tool to compare Hospitals in your area on various patient safety and quality measures.

Registering on www.myuhc.com

If you have not already registered as a www.myuhc.com subscriber, simply go to www.myuhc.com and click on "Register Now." Have your UnitedHealthcare ID card handy. The enrollment process is quick and easy.

Visit www.myuhc.com and:

- make real-time inquiries into the status and history of your claims;
- view eligibility and Plan Benefit information, including Annual Deductibles;
- view and print all of your Explanation of Benefits (EOBs) online; and
- order a new or replacement ID card or, print a temporary ID card.

Coverage for oncology services and oncology-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary.

Congenital Heart Disease (CHD) Resource Services

UnitedHealthcare provides a program that identifies and supports a Covered Person who has Congenital Heart Disease (CHD) through all stages of treatment and recovery. This program will work with you and your Physicians, as appropriate, to offer support and education on CHD. Program features include clinical management by specialized CHD Nurses, support from specialized Social Workers, assistance with choosing Physicians and Facilities, and access to Designated Providers.

To learn more about CHD Resource Services program, visit www.myoptumhealthcomplexmedical.com or call UnitedHealthcare at the number on your ID card or you can call the CHD Resource Services Nurse Team at 888-936-7246.

Coverage for CHD surgeries and related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary. If you are considering any CHD surgeries you must contact CHD Resource Services prior to surgery to enroll in the program in order for the surgery to be a considered a Covered Health Service under the Plan.

Comprehensive Kidney Solution (CKS) program

For Participants diagnosed with Kidney Disease, your Plan offers the Comprehensive Kidney Solution (CKS) program to help you manage the effects of advanced Chronic Kidney Disease (CKD) through End-stage Renal Disease (ESRD).

Should the disease progress to the point of needing dialysis, CKS provides access to top-performing dialysis centers. That means you will receive treatment based on a "best practices" approach from health care professionals with demonstrated expertise.

There are hundreds of contracted dialysis centers across the country, but in situations where you cannot conveniently access a contracted dialysis center, CKS will work to negotiate patient-specific agreements on your behalf.

To learn more about Comprehensive Kidney Solutions, visit www.myoptumhealthcomplexmedical.com or call the number on your ID card.

Coverage for dialysis and kidney-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary. If you decide to no longer participate in the program, please contact CKS of your decision.

Spine and Joint Program

The Spine and Joint Solution is a surgical program that provides access to top-performing, regional surgical centers for individuals who meet the criteria for select elective, inpatient surgeries. When you contact the specialized nurse team and enroll in the SJS program the Plan pays Benefits for select elective, inpatient surgeries provided by Designated Providers participating in the SJS program. The specialized nurse team provides guided access to a network of credentialed SJS providers.

To learn more about SJS, contact the Claims Administrator at the number on your ID card or you can call the SJS Nurse Team at 888-936-7246.

You must contact SJS prior to surgery to enroll in the program in order for the surgery to be considered a Covered Health Service under the Plan.

Transplant Resource Services (TRS) Program

Your Plan offers Transplant Resource Services (TRS) program to provide you with access to one of the nation's leading transplant programs. Receiving transplant services through this program means your transplant treatment is based on a "best practices" approach from health care professionals with extensive expertise in transplantation.

To learn more about Transplant Resource Services, visit www.myoptumhealthcomplexmedical.com or call the number on your ID card.

Coverage for transplant and transplant-related services are based on your health plan's terms, exclusions, limitations and conditions, including the plan's eligibility requirements and coverage guidelines. Participation in this program is voluntary.

Your Plan Sponsor is providing you with Travel and Lodging assistance. For more information on the *Travel and Lodging*, refer to the provision below.

Complex Medical Conditions Travel and Lodging Assistance Program for the Covered Health Services described below, Travel and Lodging Assistance Program

Your Plan Sponsor may provide you with Travel and Lodging assistance. Travel and Lodging assistance is only available for you or your eligible family member if you meet the qualifications for the benefit, including receiving care at a Designated Provider and the distance from your home address to the facility. Eligible Expenses are reimbursed after the expense forms have been completed and submitted with the appropriate receipts.

If you have specific questions regarding the Travel and Lodging Assistance Program, please call the Travel and Lodging office at 1-800-842-0843.

Travel and Lodging Expenses

The Plan covers expenses for travel and lodging for the patient~~Covered Person~~, provided the Covered Person~~or she~~ is not covered by Medicare, and a companion as follows:

- ~~Taxi fares (not including limos or car services).~~
- ~~Economy or coach airfare.~~
- ~~Parking.~~
- ~~Trains.~~
- ~~Boat.~~
- ~~Bus.~~
- Tolls.

Wellness Programs

Women's Health/Reproductive

Maternity Support Program

If you are pregnant or thinking about becoming pregnant, and you are enrolled in the medical Plan, you can get valuable educational information, advice and comprehensive case management by calling the number on your ID card. Your enrollment in the program will be handled by an OB nurse who is assigned to you.

This program offers:

- Enrollment by an OB nurse.
- Pre-conception health coaching.
- Written and online educational resources covering a wide range of topics.
- First and second trimester risk screenings.
- Identification and management of at- or high-risk conditions that may impact pregnancy.
- Pre-delivery consultation.
- Coordination with and referrals to other benefits and programs available under the medical plan.
- A phone call from a nurse approximately two weeks postpartum to provide information on postpartum and newborn care, feeding, nutrition, immunizations and more.
- Post-partum depression screening.

Participation is completely voluntary and without extra charge. To take full advantage of the program, you are encouraged to enroll within the first trimester of Pregnancy. You can enroll any time, up to your 34th week. To enroll, call the number on your ID card.

As a program participant, you can always call your nurse with any questions or concerns you might have.

Dental

1. dental care, except as identified under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*;

Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication.

Endodontics, periodontal surgery and restorative treatment are excluded.

2. diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include:
 - extractions (including wisdom teeth);
 - restoration and replacement of teeth;
 - medical or surgical treatments of dental conditions; and
 - services to improve dental clinical outcomes;

This exclusion does not apply to preventive care for which Benefits are provided under the *United States Preventive Services Task Force* requirement or the *Health Resources and Services Administration (HRSA)* requirement. This exclusion also does not apply to accident-related dental services for which Benefits are provided as described under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*.

3. dental implants, bone grafts, and other implant-related procedures;

This exclusion does not apply to accident-related dental services for which Benefits are provided as described under *Dental Services - Accident Only* in Section 6, *Additional Coverage Details*.

4. dental braces (orthodontics);
5. dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia; and

This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan, as identified in Section 6, *Additional Coverage Details*.

Devices, Appliances and Prosthetics

1. devices used specifically as safety items or to affect performance in sports-related activities;
2. orthotic appliances and devices that straighten or re-shape a body part, except as described under *Durable Medical Equipment (DME)* in Section 6, *Additional Coverage Details*. This exclusion does not apply to cranial molding helmets and cranial banding.

Examples of excluded orthotic appliances and devices include but are not limited to, foot orthotics or any orthotic braces available over-the-counter except as described

life-threatening Sickness or condition, under such circumstances, Benefits may be available for the New Pharmaceutical Product to the extent provided for in Section 6, *Additional Coverage Details*.

7. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.
8. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.
9. Benefits for Pharmaceutical Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
10. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year.
11. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year.
12. Compounded drugs that contain certain bulk chemicals. Compounded drugs that are available as a similar commercially available Pharmaceutical Product.

Experimental or Investigational or Unproven Services

1. Experimental or Investigational Services and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.

This exclusion does not apply to Covered Health Services provided during a Clinical Trial for which Benefits are provided as described under *Clinical Trials* in Section 6, *Additional Coverage Details*.

Foot Care

1. routine foot care, examples include the cutting or removal of corns and calluses.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

1. Services performed in connection with conditions not classified in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders Diagnostic and Statistical Manual of the American Psychiatric Association*.
2. Outside of an initial assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
3. Outside of initial assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder and paraphilic disorders.
4. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes.
5. Tuition for or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the *Individuals with Disabilities Education Act*.
6. Outside of initial assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
7. Transitional Living services.
8. Non-Medical 24-Hour Withdrawal Management.
9. High intensity residential care including American Society of Addiction Medicine (ASAM) criteria for Covered Persons with substance-related and addictive disorders who are unable to participate in their care due to significant cognitive impairment.

Nutrition

1. nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy;
2. nutritional counseling for either individuals or groups, except as identified under *Diabetes Services*, and except as defined under *Nutritional Counseling* in Section 6, *Additional Coverage Details*;
3. food of any kind. Foods that are not covered include:
 - enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk, even if they are the only source of nutrition and even if they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU). Infant formula available over the counter is always excluded;
 - foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes;
 - oral vitamins and minerals;

- liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple;
 - pharmacological regimens;
 - nutritional procedures or treatments;
 - tattoo or scar removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures);
 - Sclerotherapy treatment of veins;
 - hair removal or replacement by any means;
 - treatments for skin wrinkles or any treatment to improve the appearance of the skin;
 - treatment for spider veins;
 - skin abrasion procedures performed as a treatment for acne;
 - treatments for hair loss;
 - varicose vein treatment of the lower extremities, when it is considered cosmetic; and
 - replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure;
2. physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, health club memberships and programs, spa treatments, and diversion or general motivation;
 3. weight loss programs whether or not they are under medical supervision or for medical reasons, even if for morbid obesity;
 4. wigs regardless of the reason for the hair loss except for temporary loss of hair resulting from chemotherapy, and
 5. treatment of benign gynecomastia (abnormal breast enlargement in males).

Procedures and Treatments

1. habilitative services or therapies for the purpose of general well-being or condition in the absence of a disabling condition;
2. biofeedback;
3. medical and surgical treatment of snoring, except when provided as a part of treatment for documented obstructive sleep apnea (a sleep disorder in which a person regularly stops breathing for 10 seconds or longer);
4. rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment;
5. outpatient cognitive rehabilitation therapy except as Medically Necessary following traumatic brain Injury or stroke;
6. speech therapy to treat stuttering, stammering, or other articulation disorders;

20. breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under *Reconstructive Procedures* in Section 6, *Additional Coverage Details*.

21. Intracellular micronutrient testing.

22. Cellular and Gene Therapy services not received from a Designated Provider.

Providers

Services:

1. performed by a provider who is a family member by birth or marriage, including your Spouse, brother, sister, parent or child;
2. a provider may perform on himself or herself;
3. performed by a provider with your same legal residence;
4. ordered or delivered by a Christian Science practitioner;
5. performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license;
6. provided at a diagnostic facility (Hospital or free-standing) without a written order from a provider;
7. which are self-directed to a free-standing or Hospital-based diagnostic facility; and
8. ordered by a provider affiliated with a diagnostic facility (Hospital or free-standing), when that provider is not actively involved in your medical care:
 - prior to ordering the service; or
 - after the service is received.

This exclusion does not apply to mammography testing.

Reproduction

1. Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to Benefits as described under *Fertility Preservation for Iatrogenic Infertility* in Section 6, *Additional Coverage Details*.
2. The following services related to a Gestational Carrier or Surrogate:
 - Fees for the use of a Gestational Carrier or Surrogate.
 - Insemination or InVitro fertilization procedures for Surrogate or transfer of an embryo to Gestational Carrier.

11.

1. The following services related to a Gestational Carrier or Surrogate:

- All costs related to reproductive techniques including:
 - *— Assistive reproductive technology;
 - *— Artificial insemination;
 - *— Intrauterine insemination;
 - *— Obtaining and transferring embryo(s);
- Health care services including:
 - *— Inpatient or outpatient prenatal care and/or preventive care;
 - *— Screenings and/or diagnostic testing;
 - *— Delivery and post-natal care;

The exclusion for the health care services listed above does not apply when the Gestational Carrier or Surrogate is a Covered Person.

- All fees including:
 - *— Screening, hiring and compensation of a Gestational Carrier or Surrogate including surrogacy agency fees;
 - *— Surrogate insurance premiums;
 - *— Travel or transportation fees.

2. The following services related to donor services for donor sperm, ovum (egg cell) or oocytes (eggs); or embryos (fertilized eggs):

- Donor eggs—The cost of donor eggs, including medical costs related to donor stimulation and egg retrieval.
- Donor sperm—The cost of procurement and storage of donor sperm.

3. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue.

4. The reversal of voluntary sterilization.

5. Health care services and related expenses for surgical, non-surgical or drug-induced pregnancy termination. This exclusion does not apply to treatment of a molar pregnancy, ectopic pregnancy, or missed abortion (commonly known as a miscarriage).

6. Fetal reduction surgery.

7. In vitro fertilization regardless of the reason for treatment.

No benefits will be payable for the following:

- Fertility treatment or contraceptives, whether medication or device, with the exception of oral contraceptives, contraceptive patches, birth control injections or IUDs.

5. respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under *Hospice Care* in Section 6, *Additional Coverage Details*;
6. rest cures;
7. services of personal care attendants;
8. work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

1. routine vision examinations, including refractive examinations to determine the need for vision correction;
2. implantable lenses used only to correct a refractive error (such as Intacs corneal implants);
3. purchase cost and associated fitting charges for eyeglasses or contact lenses except for initial pair of eyeglasses post-cataract surgery;
4. eye exercise or vision therapy; and
5. surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

All Other Exclusions

1. autopsies and other coroner services and transportation services for a corpse;
2. charges for:
 - missed appointments;
 - room or facility reservations;
 - completion of claim forms; or
 - record processing.
3. charges prohibited by federal anti-kickback or self-referral statutes;
4. diagnostic tests that are:
 - delivered in other than a Physician's office or health care facility; and
 - self-administered home diagnostic tests, including but not limited to HIV and Pregnancy tests;
5. expenses for health services and supplies:

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

- a statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name and address of the other carrier(s).

Failure to provide all the information listed above may delay any reimbursement that may be due you.

The above information should be filed with us at the address on your ID card.

After UnitedHealthcare has processed your claim, you will receive payment for Benefits that the Plan allows. It is your responsibility to pay the non-Network provider the charges you incurred, including any difference between what you were billed and what the Plan paid.

Payment of Benefits

Except as required by the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)*, you may not assign, transfer, or in any way convey your Benefits under the Plan or any cause of action related to your Benefits under the Plan to a provider or to any other third party. Nothing in this Plan shall be construed to make the Plan, Plan Sponsor, or Claims Administrator or its affiliates liable for payments to a provider or to a third party to whom you may be liable for payments for Benefits.

The Plan will not recognize claims for Benefits brought by a third party. Also, any such third party shall not have standing to bring any such claim independently, as a Covered Person or beneficiary, or derivatively, as an assignee of a Covered Person or beneficiary.

References herein to "third parties" include references to providers as well as any collection agencies or third parties that have purchased accounts receivable from providers or to whom accounts receivables have been assigned.

As a matter of convenience to a Covered Person, and where practicable for the Claims Administrator (as determined in its sole discretion), the Claims Administrator may make payment of Benefits directly to a provider.

Any such payment to a provider:

- is NOT an assignment of your Benefits under the Plan or of any legal or equitable right to institute any proceeding relating to your Benefits; and
- is NOT a waiver of the prohibition on assignment of Benefits under the Plan; and
- shall NOT estop the Plan, Plan Sponsor, or Claims Administrator from asserting that any purported assignment of Benefits under the Plan is invalid and prohibited.

If this direct payment for your convenience is made, the Plan's obligation to you with respect to such Benefits is extinguished by such payment. If any payment of your Benefits is made to a provider as a convenience to you, the Claims Administrator will treat you, rather than the provider, as the beneficiary of your claim for Benefits, and the Plan reserves the right to offset any Benefits to be paid to a provider by any amounts that the provider owes the Plan (including amounts owed as a result of the assignment of other plans' overpayment

resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

How to Appeal a Denied Claim

If you wish to appeal a denied pre-service request for Benefits, post-service claim or a rescission of coverage as described below, you or your authorized representative must submit your appeal in writing within 180 days of receiving the adverse benefit determination. You do not need to submit Urgent Care appeals in writing. This communication should include:

- the patient's name and ID number as shown on the ID card;
- the provider's name;
- the date of medical service;
- the reason you disagree with the denial; and
- any documentation or other written information to support your request.

You or your authorized representative may send a written request for an appeal to:

UnitedHealthcare - Appeals
P.O. Box 30432
Salt Lake City, UT 84130-0432

For Urgent Care requests for Benefits that have been denied, you or your provider can call UnitedHealthcare at the toll-free number on your ID card to request an appeal.

Types of claims

The timing of the claims appeal process is based on the type of claim you are appealing. If you wish to appeal a claim, it helps to understand whether it is an:

- urgent care request for Benefits;
- pre-service request for Benefits;
- post-service claim; or
- concurrent claim.

Urgent Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health, or the ability to regain maximum function, or cause severe pain. If your situation is urgent, your review will be conducted as quickly as possible. If you believe your situation is urgent, you may request an expedited review, and, if applicable, file an external review at the same time. For help call the Claims Administrator at the number listed on your health plan ID card. Generally, an urgent situation is when your life or health may be in serious jeopardy. Or when, in the opinion of your doctor, you may be experiencing severe pain that cannot be adequately controlled while you wait for a decision on your claim or appeal.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

determination letter. A request must be made within four months after the date you received Warren County Board of Commissioner's decision.

An external review request should include all of the following:

- A specific request for an external review.
- The Covered Person's name, address, and insurance ID number.
- Your designated representative's name and address, when applicable.
- The service that was denied.
- Any new, relevant information that was not provided during the internal appeal.

An external review will be performed by an *Independent Review Organization (IRO)*. UnitedHealthcare has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available:

- A standard external review.
- An expedited external review.

Standard External Review

A standard external review is comprised of all of the following:

- A preliminary review by UnitedHealthcare of the request.
- A referral of the request by UnitedHealthcare to the IRO.
- A decision by the IRO.

Within the applicable timeframe after receipt of the request, UnitedHealthcare will complete a preliminary review to determine whether the individual for whom the request was submitted meets all of the following:

- Is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided.
- Has exhausted the applicable internal appeals process.
- Has provided all the information and forms required so that UnitedHealthcare may process the request.

After UnitedHealthcare completes the preliminary review, UnitedHealthcare will issue a notification in writing to you. If the request is eligible for external review, UnitedHealthcare will assign an IRO to conduct such review. UnitedHealthcare will assign requests by either rotating claims assignments among the IROs or by using a random selection process.

The IRO will notify you in writing of the request's eligibility and acceptance for external review and if necessary, for any additional information needed to conduct the external review. You will generally have to submit the additional information in writing to the IRO

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or health care service, procedure or product for which the individual received emergency services, but has not been discharged from a facility.

Immediately upon receipt of the request, UnitedHealthcare will determine whether the individual meets both of the following:

- Is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided.
- Has provided all the information and forms required so that UnitedHealthcare may process the request.

After UnitedHealthcare completes the review, UnitedHealthcare will immediately send a notice in writing to you. Upon a determination that a request is eligible for expedited external review, UnitedHealthcare will assign an IRO in the same manner UnitedHealthcare utilizes to assign standard external reviews to IROs. UnitedHealthcare will provide all necessary documents and information considered in making the adverse benefit determination or final adverse benefit determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information and documents considered in a standard external review.

In reaching a decision, the IRO will review the claim as new and not be bound by any decisions or conclusions reached by Warren County Board of Commissioners. The IRO will provide notice of the final external review decision for an expedited external review as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the initial notice is not in writing, within 48 hours after the date of providing the initial notice, the assigned IRO will provide written confirmation of the decision to you and to UnitedHealthcare.

You may contact UnitedHealthcare at the number on your ID card for more information regarding external review rights, or if making a verbal request for an expedited external review. If, after exhausting your internal appeals, you are not satisfied with the final determination, you may choose to participate in the External Review Program. This program only applies if the adverse benefit determination is based on:

- clinical reasons;
- the exclusions for Experimental or Investigational Services or Unproven Services;
- rescission of coverage (coverage that was cancelled or discontinued retroactively); or
- as otherwise required by applicable law.

This External Review Program offers an independent review process to review the denial of a requested service or procedure or the denial of payment for a service or procedure. The process is available at no charge to you after exhausting the appeals process identified above

referral will not be made, the Plan will not be obligated to provide Benefits for the service or procedure.

Timing of Appeals Determinations

Separate schedules apply to the timing of claims appeals, depending on the type of claim. There are three types of claims:

- Urgent Care request for Benefits - a request for Benefits provided in connection with Urgent Care services, as defined in Section 14, *Glossary*;
 - Pre-Service request for Benefits - a request for Benefits which the Plan must approve or in which you must notify UnitedHealthcare before non-Urgent Care is provided; and
 - Post-Service - a claim for reimbursement of the cost of non-Urgent Care that has already been provided.
- Please note that the Claims Administrator's decision is based only on whether or not Benefits are available under the Plan for the proposed treatment or procedure.
- You may have the right to external review through an *Independent Review Organization (IRO)* upon the completion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in the Claims Administrator's decision letter to you.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

Pre-Service Request for Benefits*	
Type of Request for Benefits or Appeal	Timing
UnitedHealthcare must notify you of the first level appeal decision within:	15 days after receiving the first level appeal
You must appeal the first level appeal (file a second level appeal) within:	60 days after receiving the first level appeal decision
Warren County Board of Commissioners must notify you of the second level appeal decision within:	15 days after receiving the second level appeal

*UnitedHealthcare may require a one-time extension for the initial claim determination, of no more than 15 days, only if more time is needed due to circumstances beyond control of the Plan.

Post-Service Claims	
Type of Claim or Appeal	Timing
If your claim is incomplete, UnitedHealthcare must notify you within:	30 days
You must then provide completed claim information to UnitedHealthcare within:	45 days
UnitedHealthcare must notify you of the benefit determination:	
■ if the initial claim is complete, within:	30 days
■ after receiving the completed claim (if the initial claim is incomplete), within:	30 days
You must appeal an adverse benefit determination no later than:	180 days after receiving the adverse benefit determination
UnitedHealthcare must notify you of the first level appeal decision within:	30 days after receiving the first level appeal
You must appeal the first level appeal (file a second level appeal) within:	60 days after receiving the first level appeal decision
Warren County Board of Commissioners must notify you of the second level appeal decision within:	30 days after receiving the second level appeal

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Care request

SECTION 10 - COORDINATION OF BENEFITS (COB)

Benefits When You Have Coverage under More than One Plan

This section describes how Benefits under the Plan will be coordinated with those of any other plan that provides benefits to you.

When Does Coordination of Benefits Apply?

This *Coordination of Benefits (COB)* provision applies to you if you are covered by more than one health benefits plan, including any one of the following:

- Another employer sponsored health benefits plan.
- A medical component of a group long-term care plan, such as skilled nursing care.
- No-fault or traditional "fault" type medical payment benefits or personal injury protection benefits under an auto insurance policy.
- Medical payment benefits under any premises liability or other types of liability coverage.
- Medicare or other governmental health benefit.

If coverage is provided under two or more plans, COB determines which plan is primary and which plan is secondary. The plan considered primary pays its benefits first, without regard to the possibility that another plan may cover some expenses. Any remaining expenses may be paid under the other plan, which is considered secondary. The Secondary Plan may determine its benefits based on the benefits paid by the Primary Plan. How much this Plan will reimburse you, if anything, will also depend in part on the Allowable Expense. The term, "Allowable Expense," is further explained below.

What Are the Rules for Determining the Order of Benefit Payments?

Order of Benefit Determination Rules

The order of benefit determination rules determine whether this Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan. When this Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When this Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

The order of benefit determination rules below govern the order in which each Plan will pay a claim for benefits.

- **Primary Plan.** The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses.
- **Secondary Plan.** The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense. Allowable Expense is defined below.

- (4) If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:
- a) The Plan covering the Custodial Parent.
 - b) The Plan covering the Custodial Parent's spouse.
 - c) The Plan covering the non-Custodial Parent.
 - d) The Plan covering the non-Custodial Parent's spouse.

For purpose of this section, Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

- c) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under subparagraph a) or b) above as if those individuals were parents of the child.
 - d) (i) For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the rule in paragraph (5) applies.
(ii) In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in subparagraph (a) to the dependent child's parent(s) and the dependent's spouse.
3. **Active Employee or Retired or Laid-off Employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired is the Primary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and, as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled €12.1. can determine the order of benefits.
4. **COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan, and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled €12.1. can determine the order of benefits.
5. **Longer or Shorter Length of Coverage.** The Plan that covered the person the longer period of time is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
6. If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan.

Determining the Allowable Expense When this Plan is Secondary to Medicare

If this Plan is secondary to Medicare, the Medicare approved amount is the Allowable Expense, as long as the provider accepts reimbursement directly from Medicare. If the provider accepts reimbursement directly from Medicare, the Medicare approved amount is the charge that Medicare has determined that it will recognize and which it reports on an "explanation of Medicare benefits" issued by Medicare (the "EOMB") for a given service. Medicare typically reimburses such providers a percentage of its approved charge – often 80%.

If the provider does not accept assignment of your Medicare benefits, the Medicare limiting charge (the most a provider can charge you if they don't accept Medicare – typically 115% of the Medicare approved amount) will be the Allowable Expense. Medicare payments, combined with Plan Benefits, will not exceed 100% of the Allowable Expense.

If you are eligible for, but not enrolled in, Medicare, and this Plan is secondary to Medicare, or if you have enrolled in Medicare but choose to obtain services from an Opt-out provider or one that does not participate in the Medicare program or a provider who does not accept assignment of Medicare benefits, Benefits will be paid on a secondary basis under this Plan and will be determined as if you timely enrolled in Medicare and obtained services from a Medicare participating provider.

When calculating the Plan's Benefits in these situations, and when Medicare does not issue an EOMB, for administrative convenience the Claims Administrator will treat the provider's billed charges for covered services as the Allowable Expense for both the Plan and Medicare, rather than the Medicare approved amount or Medicare limiting charge.

Medicare Crossover Program

The Plan offers a Medicare Crossover program for Medicare Part A and Part B and Durable Medical Equipment (DME) claims. Under this program, you no longer have to file a separate claim with the Plan to receive secondary benefits for these expenses. Your Dependent will also have this automated Crossover, as long as he or she is eligible for Medicare and this Plan is your only secondary medical coverage.

Once the Medicare Part A and Part B and DME carriers have reimbursed your health care provider, the Medicare carrier will electronically submit the necessary information to the Claims Administrator to process the balance of your claim under the provisions of this Plan.

You can verify that the automated crossover took place when your copy of the explanation of Medicare benefits (EOMB) states your claim has been forwarded to your secondary carrier.

This crossover process does not apply to expenses that Medicare does not cover. You must continue to file claims for these expenses.

For information about enrollment or if you have questions about the program, call the telephone number listed on your ID card.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

person or organization other than you, the Plan may recover the overpayment by reallocating the overpaid amount to pay, in whole or in part, (i) future Benefits that are payable in connection with services provided to other Covered Persons under the Plan; or (ii) future Benefits that are payment in connection with services provided to persons under other plans for which the Claims Administrator processes payments, pursuant to a transaction in which the Plan's overpayment recovery rights are assigned to such other plans in exchange for such plans' remittance of the amount of the reallocated payment. The reallocated payment amount will either:

- equal the amount of the required refund, or
- if less than the full amount of the required refund, will be deducted from the amount of refund owed to the Plan.

The Plan may have other rights in addition to the right to reallocate overpaid amounts and other enumerated rights, including the right to commence a legal action.

- Any person or entity against whom you may have any claim for professional and/or legal malpractice arising out of or connected to a Sickness or Injury you allege or could have alleged were the responsibility of any third party.
- Any person or entity that is liable for payment to you on any equitable or legal liability theory.

You agree as follows:

- You will cooperate with the Plan in protecting its legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
 - Notifying the Plan, in writing, of any potential legal claim(s) you may have against any third party for acts which caused Benefits to be paid or become payable.
 - Providing any relevant information requested by the Plan.
 - Signing and/or delivering such documents as the Plan or its agents reasonably request to secure the subrogation and reimbursement claim.
 - Responding to requests for information about any accident or injuries.
 - Making court appearances.
 - Obtaining the Plan's consent or its agents' consent before releasing any party from liability or payment of medical expenses.
 - Complying with the terms of this section.

Your failure to cooperate with the Plan is considered a breach of contract. As such, the Plan has the right to terminate your Benefits, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits the Plan has paid relating to any Sickness or Injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to you or your representative not cooperating with the Plan. If the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you. You will also be required to pay interest on any amounts you hold which should have been returned to the Plan.

- The Plan has a first priority right to receive payment on any claim against any third party before you receive payment from that third party. Further, the Plan's first priority right to payment is superior to any and all claims, debts or liens asserted by any medical providers, including but not limited to hospitals or emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible third party and/or insurance carrier.
- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, your estate, your heirs and beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium and punitive damages. The Plan is not required to help you to pursue your claim for damages or personal injuries and no amount of associated costs, including attorneys' fees, shall be deducted from the Plan's recovery without the Plan's express written consent. No so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall defeat this right.

- In the case of your death, giving rise to any wrongful death or survival claim, the provisions of this section apply to your estate, the personal representative of your estate, and your heirs or beneficiaries. In the case of your death the Plan's right of reimbursement and right of subrogation shall apply if a claim can be brought on behalf of you or your estate that can include a claim for past medical expenses or damages. The obligation to reimburse the Plan is not extinguished by a release of claims or settlement agreement of any kind.
- No allocation of damages, settlement funds or any other recovery, by you, your estate, the personal representative of your estate, your heirs, your beneficiaries or any other person or party, shall be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.
- The provisions of this section apply to the parents, guardian, or other representative of a Dependent child who incurs a Sickness or Injury caused by any third party. If a parent or guardian may bring a claim for damages arising out of a minor's Sickness or Injury, the terms of this subrogation and reimbursement clause shall apply to that claim.
- If any third party causes or is alleged to have caused you to suffer a Sickness or Injury while you are covered under this Plan, the provisions of this section continue to apply, even after you are no longer covered.
- In the event that you do not abide by the terms of the Plan pertaining to reimbursement, the Plan may terminate Benefits to you, your dependents or the participant, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits the Plan has paid relating to any Sickness or Injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to your failure to abide by the terms of the Plan. If the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you. You will also be required to pay interest on any amounts you hold which should have been returned to the Plan.
- The Plan and all Administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

Right of Recovery

The Plan also has the right to recover Benefits it has paid on you or your Dependent's behalf that were:

- Made in error.
- Due to a mistake in fact.
- Advanced during the time period of meeting the calendar year Deductible; or
- Advanced during the time period of meeting the Out-of-Pocket Maximum for the calendar year.

SECTION 12 - WHEN COVERAGE ENDS

What this section includes:

- Circumstances that cause coverage to end;
- Extended coverage; and
- How to continue coverage after it ends.

Your entitlement to Benefits automatically ends on the date that coverage ends, even if you are hospitalized or are otherwise receiving medical treatment on that date. Please note that this does not affect coverage that is extended under *Extended Coverage for Total Disability* below.

When your coverage ends, Warren County Board of Commissioners will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, Benefits are not provided for health services that you receive after coverage ended, even if the underlying medical condition occurred before your coverage ended. Please note that this does not affect coverage that is extended under *Extended Coverage for Total Disability* below.

Your coverage under the Plan will end on the earliest of:

- the last day of the month your employment with the Company ends;
- the date the Plan ends;
- the last day of the month you stop making the required contributions;
- the last day of the month you are no longer eligible;
- the last day of the month UnitedHealthcare receives written notice from Warren County Board of Commissioners to end your coverage, or the date requested in the notice, if later; or
- the last day of the month you retire or are pensioned under the Plan, unless specific coverage is available for retired or pensioned persons and you are eligible for that coverage.
- If an employee falls into a no-pay status, unless covered under FMLA or Extended Illness Leave, coverage shall end the last day of the month if the employee has not returned to work and back into paid status. In the event an employee falls into a no-pay status but is covered under FMLA or another internal disability policy that specifically states coverage will remain in effect during that disability period, coverage shall remain in effect during that period and shall end the last day of the month that the disability period is exhausted.
- In the event an employee falls into a no-pay status due to a work related injury and where temporary total compensation is being received under the workers' compensation program while employed with Warren County, coverage shall remain in effect during the period compensated. While receiving temporary total compensation, should employment

The proof might include medical examinations at Warren County Board of Commissioners' expense. However, you will not be asked for this information more than once a year. If you do not supply such proof within 31 days, the Plan will no longer pay Benefits for that child.

Coverage will continue, as long as the enrolled Dependent is incapacitated and dependent upon you, unless coverage is otherwise terminated in accordance with the terms of the Plan.

Extended Coverage for Total Disability

If a Covered Person has a Total Disability on the date their coverage under the Plan ends, their Benefits will not end automatically. The Plan will temporarily extend coverage, only for treatment of the condition causing the Total Disability. Benefits will be paid until the earlier of:

- the Total Disability ends; or
- three months from the date coverage would have ended.

Continuing Coverage Through COBRA

If you lose your Plan coverage, you may have the right to extend it under the Consolidated Budget Reconciliation Act of 1985 (COBRA), as defined in Section 14, *Glossary*.

Continuation coverage under COBRA is available only to Plans that are subject to the terms of COBRA. You can contact your Plan Administrator to determine if Warren County Board of Commissioners is subject to the provisions of COBRA.

Continuation Coverage under Federal Law (COBRA)

Much of the language in this section comes from the federal law that governs continuation coverage. You should call your Plan Administrator if you have questions about your right to continue coverage.

In order to be eligible for continuation coverage under federal law, you must meet the definition of a "Qualified Beneficiary". A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- a Participant;
- a Participant's enrolled Dependent, including with respect to the Participant's children, a child born to or placed for adoption with the Participant during a period of continuation coverage under federal law; or
- a Participant's former Spouse.

Qualifying Events for Continuation Coverage under COBRA

The following table outlines situations in which you may elect to continue coverage under COBRA for yourself and your Dependents, and the maximum length of time you can receive continued coverage. These situations are considered qualifying events.

How Your Medicare Eligibility Affects Dependent COBRA Coverage

The table below outlines how your Dependents' COBRA coverage is impacted if you become entitled to Medicare.

If Dependent Coverage Ends When:	You May Elect COBRA Dependent Coverage For Up To:
You become entitled to Medicare and don't experience any additional qualifying events	18 months
You become entitled to Medicare, after which you experience a second qualifying event* before the initial 18-month period expires	36 months
You experience a qualifying event*, after which you become entitled to Medicare before the initial 18-month period expires; and, if absent this initial qualifying event, your Medicare entitlement would have resulted in loss of Dependent coverage under the Plan	36 months

* Your work hours are reduced or your employment is terminated for reasons other than gross misconduct.

Getting Started

You will be notified by mail if you become eligible for COBRA coverage as a result of a reduction in work hours or termination of employment. The notification will give you instructions for electing COBRA coverage, and advise you of the monthly cost. Your monthly cost is the full cost, including both Participant and Employer costs, plus a 2% administrative fee or other cost as permitted by law.

You will have up to 60 days from the date you receive notification or 60 days from the date your coverage ends to elect COBRA coverage, whichever is later. You will then have an additional 45 days to pay the cost of your COBRA coverage, retroactive to the date your Plan coverage ended.

During the 60-day election period, the Plan will, only in response to a request from a provider, inform that provider of your right to elect COBRA coverage, retroactive to the date your COBRA eligibility began.

While you are a participant in the medical Plan under COBRA, you have the right to change your coverage election:

- during Open Enrollment; and
- following a change in family status, as described under *Changing Your Coverage* in Section 2, *Introduction*.

If a Participant qualifies or may qualify for assistance under the Trade Act of 1974, he or she should contact the Plan Administrator for additional information. The Participant must contact the Plan Administrator promptly after qualifying for assistance under the Trade Act of 1974 or the Participant will lose his or her special COBRA rights. COBRA coverage elected during the special second election period is not retroactive to the date that Plan coverage was lost, but begins on the first day of the special second election period.

When COBRA Ends

COBRA coverage will end, before the maximum continuation period, on the earliest of the following dates:

- the date, after electing continuation coverage, that coverage is first obtained under any other group health plan;
- the date, after electing continuation coverage, that you or your covered Dependent first becomes entitled to Medicare;
- the date coverage ends for failure to make the first required premium payment (premium is not paid within 45 days);
- the date coverage ends for failure to make any other monthly premium payment (premium is not paid within 30 days of its due date);
- the date the entire Plan ends; or
- the date coverage would otherwise terminate under the Plan as described in the beginning of this section.

Note: If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events listed in this section, whichever is earlier.

Uniformed Services Employment and Reemployment Rights Act

A Participant who is absent from employment for more than 30 days by reason of service in the Uniformed Services may elect to continue Plan coverage for the Participant and the Participant's Dependents in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

The terms "Uniformed Services" or "Military Service" mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service Act, and any other category of persons designated by the President in time of war or national emergency.

If qualified to continue coverage pursuant to the USERRA, Participants may elect to continue coverage under the Plan by notifying the Plan Administrator in advance, and providing payment of any required contribution for the health coverage. This may include the amount the Plan Administrator normally pays on a Participant's behalf. If a Participant's Military Service is for a period of time less than 31 days, the Participant may not be required

SECTION 13 - OTHER IMPORTANT INFORMATION

What this section includes:

- Court-ordered Benefits for Dependent children;
- Your relationship with UnitedHealthcare and Warren County Board of Commissioners;
- Relationships with providers;
- Interpretation of Benefits;
- Information and records;
- Incentives to providers and you;
- The future of the Plan;
- How to access the official Plan documents;
- Review and Determine Benefits in Accordance with UnitedHealthcare Reimbursement Policies.

Qualified Medical Child Support Orders (QMCSOs)

A qualified medical child support order (QMCSO) is a judgment, decree or order issued by a court or appropriate state agency that requires a child to be covered for medical benefits. Generally, a QMCSO is issued as part of a paternity, divorce, or other child support settlement.

If the Plan receives a medical child support order for your child that instructs the Plan to cover the child, the Plan Administrator will review it to determine if it meets the requirements for a QMCSO. If it determines that it does, your child will be enrolled in the Plan as your Dependent, and the Plan will be required to pay Benefits as directed by the order.

You may obtain, without charge, a copy of the procedures governing QMCSOs from the Plan Administrator.

Note: A National Medical Support Notice will be recognized as a QMCSO if it meets the requirements of a QMCSO.

Your Relationship with UnitedHealthcare and Warren County Board of Commissioners

In order to make choices about your health care coverage and treatment, Warren County Board of Commissioners believes that it is important for you to understand how UnitedHealthcare interacts with the Plan Sponsor's benefit Plan and how it may affect you. UnitedHealthcare helps administer the Plan Sponsor's benefit plan in which you are enrolled. UnitedHealthcare does not provide medical services or make treatment decisions. This means:

- are responsible for paying, directly to your provider, any amount identified as a member responsibility, including Coinsurance, any deductible and any amount that exceeds Eligible Expenses;
- are responsible for paying, directly to your provider, the cost of any non-Covered Health Service;
- must decide if any provider treating you is right for you (this includes Network providers you choose and providers to whom you have been referred); and
- must decide with your provider what care you should receive.

Your provider is solely responsible for the quality of the services provided to you.

The relationship between you and Warren County Board of Commissioners is that of employer and employee, Dependent or other classification as defined in this SPD.

Interpretation of Benefits

Warren County Board of Commissioners and UnitedHealthcare have the sole and exclusive discretion to do all of the following:

- Interpret Benefits under the Plan.
- Interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD, the Schedule of Benefits and any Addendums, SMMs and/or Amendments.
- Make factual determinations related to the Plan and its Benefits.

Warren County Board of Commissioners and UnitedHealthcare may delegate this discretionary authority to other persons or entities including Claims Administrator's affiliates that may provide services in regard to the administration of the Plan. The identity of the service providers and the nature of their services may be changed from time to time in Plan Sponsor's and the Claims Administrator's discretion. In order to receive Benefits, you must cooperate with those service providers.

In certain circumstances, for purposes of overall cost savings or efficiency, Warren County Board of Commissioners may, in its discretion, offer Benefits for services that would otherwise not be Covered Health Services. The fact that Warren County Board of Commissioners does so in any particular case shall not in any way be deemed to require Warren County Board of Commissioners to do so in other similar cases.

Information and Records

Warren County Board of Commissioners and UnitedHealthcare may use your individually identifiable health information to administer the Plan and pay claims, to identify procedures, products, or services that you may find valuable, and as otherwise permitted or required by law. Warren County Board of Commissioners and UnitedHealthcare may request additional information from you to decide your claim for Benefits. Warren County Board of Commissioners and UnitedHealthcare will keep this information confidential. Warren County Board of Commissioners and UnitedHealthcare may also use your de-identified data for commercial purposes, including research, as permitted by law.

applicable. Copayment and/or Coinsurance will be calculated based on the provider type that received the bundled payment. The Network providers receive these bundled payments regardless of whether the cost of providing or arranging to provide the Covered Person's health care is less than or more than the payment. If you receive follow-up services related to a procedure where a bundled payment is made, an additional Copayment and/or Coinsurance may not be required if such follow-up services are included in the bundled payment. You may receive some Covered Health Services that are not considered part of the inclusive bundled payment and those Covered Health Services would be subject to the applicable Copayment and/or Coinsurance as described in your *Schedule of Benefits*.

The Claims Administrator uses various payment methods to pay specific Network providers. From time to time, the payment method may change. If you have questions about whether your Network provider's contract with the Claims Administrator includes any financial incentives, the Claims Administrator encourages you to discuss those questions with your provider. You may also call the Claims Administrator at the telephone number on your ID card. The Claims Administrator can advise whether your Network provider is paid by any financial incentive, including those listed above.

Incentives to You

Sometimes you may be offered coupons, enhanced Benefits, or other incentives to encourage you to participate in various wellness programs or certain disease management programs, surveys, discount programs and/or programs to seek care in a more cost effective setting and/or from Designated Providers. In some instances, these programs may be offered in combination with a non-UnitedHealthcare entity. The decision about whether or not to participate is yours alone but Warren County Board of Commissioners recommends that you discuss participating in such programs with your Physician. These incentives are not Benefits and do not alter or affect your Benefits. You may call the number on your ID card if you have any questions. Additional information may be found in Section 7, *Clinical Programs and Resources*.

Rebates and Other Payments

Warren County Board of Commissioners and UnitedHealthcare may receive rebates for certain drugs that are administered to you in a Physician's office, or at a Hospital or Alternate Facility. This includes rebates for those drugs that are administered to you before you meet your Annual Deductible. Warren County Board of Commissioners and UnitedHealthcare may pass a portion of these rebates on to you. When rebates are passed on to you, they may be taken into account in determining your Coinsurance.

Workers' Compensation Not Affected

Benefits provided under the Plan do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

UnitedHealthcare's Network through UnitedHealthcare's provider website. Network Physicians and providers may not bill you for the difference between their contract rate (as may be modified by UnitedHealthcare's reimbursement policies) and the billed charge. However, non-Network providers are not subject to this prohibition, and may bill you for any amounts the Plan does not pay, including amounts that are denied because one of UnitedHealthcare's reimbursement policies does not reimburse (in whole or in part) for the service billed. You may obtain copies of UnitedHealthcare's reimbursement policies for yourself or to share with your non-Network Physician or provider by going to www.myuhc.com or by calling the telephone number on your ID card.

UnitedHealthcare may apply a reimbursement methodology established by *OptumInsight* and/or a third party vendor, which is based on *CMS* coding principles, to determine appropriate reimbursement levels for Emergency Health Services. The methodology is usually based on elements reflecting the patient complexity, direct costs, and indirect costs of an Emergency Health Service. If the methodology(ies) currently in use become no longer available, UnitedHealthcare will use a comparable methodology(ies). UnitedHealthcare and *OptumInsight* are related companies through common ownership by *UnitedHealth Group*. Refer to UnitedHealthcare's website at www.myuhc.com for information regarding the vendor that provides the applicable methodology.

Annual Deductible (or Deductible) – the amount you must pay for Covered Health Services in a calendar year before the Plan will begin paying Benefits in that calendar year. The Deductible is shown in the first table in Section 5, *Plan Highlights*.

Autism Spectrum Disorders - a condition marked by enduring problems communicating and interacting with others, along with restricted and repetitive behavior, interests or activities.

Benefits – Plan payments for Covered Health Services, subject to the terms and conditions of the Plan and any Addendums and/or Amendments.

BMI – see Body Mass Index (BMI).

Body Mass Index (BMI) – a calculation used in obesity risk assessment which uses a person's weight and height to approximate body fat.

Cancer Resource Services (CRS) – a program administered by UnitedHealthcare or its affiliates made available to you by Warren County Board of Commissioners. The CRS program provides:

- specialized consulting services, on a limited basis, to Participants and enrolled Dependents with cancer;
- access to cancer centers with expertise in treating the most rare or complex cancers; and
- education to help patients understand their cancer and make informed decisions about their care and course of treatment.

Cellular Therapy - administration of living whole cells into a patient for the treatment of disease.

CHD – see Congenital Heart Disease (CHD).

Claims Administrator – UnitedHealthcare (also known as United HealthCare Services, Inc.) and its affiliates, who provide certain claim administration services for the Plan.

Clinical Trial – a scientific study designed to identify new health services that improve health outcomes. In a Clinical Trial, two or more treatments are compared to each other and the patient is not allowed to choose which treatment will be received.

COBRA – see Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Coinsurance – the charge, stated as a percentage of Eligible Expenses or the Recognized Amount when applicable, that you are required to pay for certain Covered Health Services as described in Section 3, *How the Plan Works*.

Company – Warren County Board of Commissioners.

Congenital Anomaly – a physical developmental defect that is present at birth and is identified within the first twelve months of birth.

- are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence; or
- do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

Deductible – see Annual Deductible.

Definitive Drug Test - test to identify specific medications, illicit substances and metabolites and is qualitative or quantitative to identify possible use or non-use of a drug.

Dependent – an individual who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Dependent does not include anyone who is also enrolled as a Participant. No one can be a Dependent of more than one Participant.

Designated Dispensing Entity - a pharmacy, provider, or facility that has entered into an agreement with the Claims Administrator, or with an organization contracting on the Claims Administrator's behalf, to provide Pharmaceutical Products for the treatment of specified diseases or conditions. Not all Network pharmacies, providers, or facilities are Designated Dispensing Entities.

Designated Provider - a provider and/or facility that:

- has entered into an agreement with the Claims Administrator, or with an organization contracting on the Claims Administrator's behalf, to provide Covered Health Services for the treatment of specific diseases or conditions; or
- the Claims Administrator has identified through the Claims Administrator's designation programs as a Designated Provider. Such designation may apply to specific treatments, conditions and/or procedures.

A Designated Provider may or may not be located within your geographic area. Not all Network Hospitals or Network Physicians are Designated Providers.

You can find out if your provider is a Designated Provider by contacting the Claims Administrator at www.myuhc.com or the telephone number on your ID card.

Designated Virtual Network Provider - a provider or facility that has entered into an agreement with the Claims Administrator, or with an organization contracting on the Claims Administrator's behalf, to deliver Covered Health Care Services through live audio with video technology or audio only.

~~**Designated Virtual Network Provider** – a provider or facility that has entered into an agreement with United Healthcare, or with an organization contracting on United Healthcare's behalf, to deliver Covered Health Services via interactive audio and video modalities.~~

section applied to an Independent Freestanding Emergency Department) that is within the capability of the emergency department of a Hospital, or an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency.

- Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital or an Independent Freestanding Emergency Department, as applicable, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further exam or treatment is provided). For the purpose of this definition, “to stabilize” has the meaning as given such term in section 1867(e)(3) of the Social Security Act (42 U.S.C. 1395dd(e)(3)).
- Emergency Health Services include items and services otherwise covered under the Plan when provided by a non-Network provider or facility (regardless of the department of the Hospital in which the items are services are provided) after the patient is stabilized and as part of outpatient observation, or as a part of an Inpatient Stay or outpatient stay that is connected to the original Emergency unless the following conditions are met:
 - a. The attending Emergency Physician or treating provider determines the patient is able to travel using nonmedical transportation or non-Emergency medical transportation to an available Network provider or facility located within a reasonable distance taking into consideration the patient's medical condition.
 - b. The provider furnishing the additional items and services satisfies notice and consent criteria in accordance with applicable law.
 - c. The patient is in such a condition, as determined by the Secretary, to receive information as stated in b) above and to provide informed consent in accordance with applicable law.
 - d. The provider or facility satisfies any additional requirements or prohibitions as may be imposed by state law.
 - e. Any other conditions as specified by the Secretary.

The above conditions do not apply to unforeseen or urgent medical needs that arise at the time the service is provided regardless of whether notice and consent criteria has been satisfied.

Employer – Warren County Board of Commissioners.

EOB – see Explanation of Benefits (EOB).

Experimental or Investigational Service(s) – medical, surgical, diagnostic, psychiatric, mental health, substance-related and addictive disorders or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications, or devices that, at the time the Claims Administrator and Warren County Board of Commissioners make a determination regarding coverage in a particular case, are determined to be any of the following:

- ~~the subject of an ongoing Clinical Trial that meets the definition of a Phase 1, 2 or 3 Clinical Trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.~~

~~Exceptions: —~~

- ~~Clinical trials for which Benefits are available as described under Clinical Trials in Section 6, *Additional Coverage Details*.~~

~~If you are not a participant in a qualifying Clinical Trial as described under Section 6, *Additional Coverage Details*, and have a Sickness or condition that is likely to cause death within one year of the request for treatment, the Claims Administrator may, at its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Health Service for that Sickness or condition. Prior to such consideration, the Claims Administrator must determine that, although unproven, the service has significant potential as an effective treatment for that Sickness or condition.~~ **Explanation of Benefits (EOB)** – a statement provided by UnitedHealthcare to you, your Physician, or another health care professional that explains:

- the Benefits provided (if any);
- the allowable reimbursement amounts;
- Deductibles;
- Coinsurance;
- any other reductions taken;
- the net amount paid by the Plan; and
- the reason(s) why the service or supply was not covered by the Plan.

Gene Therapy - therapeutic delivery of nucleic acid (DNA or RNA) into a patient's cells as a drug to treat a disease.

Genetic Counseling - counseling by a qualified clinician that includes:

- Identifying your potential risks for suspected genetic disorders;
- An individualized discussion about the benefits, risks and limitations of Genetic Testing to help you make informed decisions about Genetic Testing; and
- Interpretation of the Genetic Testing results in order to guide health decisions.

Certified genetic counselors, medical geneticists and physicians with a professional society's certification that they have completed advanced training in genetics are considered qualified clinicians when Covered Health Services for Genetic Testing require Genetic Counseling.

Genetic Testing - exam of blood or other tissue for changes in genes (DNA or RNA) that may indicate an increased risk for developing a specific disease or disorder, or provide information to guide the selection of treatment of certain diseases, including cancer.

Intensive Outpatient Treatment – a structured outpatient treatment program.

- For Mental Health Services, the program may be freestanding or Hospital-based and provides services for at least three hours per day, two or more days per week.
- For Substance-Related and Addictive Disorders Services, the program provides nine to nineteen hours per week of structured programming for adults and six to nineteen hours for adolescents, consisting primarily of counseling and education about addiction related and mental health.

Intermittent Care – skilled nursing care that is provided or needed either:

- fewer than seven days each week; or
- fewer than eight hours each day for periods of 21 days or less.

Exceptions may be made in special circumstances when the need for additional care is finite and predictable.

Kidney Resource Services (KRS) – a program administered by UnitedHealthcare or its affiliates made available to you by Warren County Board of Commissioners. The KRS program provides:

- specialized consulting services to Participants and enrolled Dependents with ESRD or chronic kidney disease;
- access to dialysis centers with expertise in treating kidney disease; and
- guidance for the patient on the prescribed plan of care.

Manipulative Treatment – the therapeutic application of chiropractic and/or manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function in the management of an identifiable neuromusculoskeletal condition.

Medicaid – a federal program administered and operated individually by participating state and territorial governments that provides medical benefits to eligible low-income people needing health care. The federal and state governments share the program's costs.

Medically Necessary - health care that are all of the following as determined by the Claims Administrator or its designee, within the Claims Administrator's sole discretion. The services must be:

- In accordance with Generally Accepted Standards of Medical Practice.
- Clinically appropriate, in terms of type, frequency, extent, service site and duration, and considered effective for your Sickness, Injury, Mental Illness, substance-related and addictive disorders, disease or its symptoms.
- Not mainly for your convenience or that of your doctor or other health care provider.

Network – when used to describe a provider of health care services, this means a provider that has a participation agreement in effect (either directly or indirectly) with the Claims Administrator or with its affiliate to participate in the Network; however, this does not include those providers who have agreed to discount their charges for Covered Health Services by way of their participation in the Shared Savings Program. The Claims Administrator's affiliates are those entities affiliated with the Claims Administrator through common ownership or control with the Claims Administrator or with the Claims Administrator's ultimate corporate parent, including direct and indirect subsidiaries.

A provider may enter into an agreement to provide only certain Covered Health Services, but not all Covered Health Services, or to be a Network provider for only some products. In this case, the provider will be a Network provider for the Covered Health Services and products included in the participation agreement, and a non-Network provider for other Covered Health Services and products. The participation status of providers will change from time to time.

Network Benefits - description of how Benefits are paid for Covered Health Services provided by Network providers. Refer to Section 5, *Plan Highlights* for details about how Network Benefits apply.

New Pharmaceutical Product - a Pharmaceutical Product or new dosage form of a previously approved Pharmaceutical Product. It applies to the period of time starting on the date the Pharmaceutical Product or new dosage form is approved by the *U.S. Food and Drug Administration (FDA)* and ends on the earlier of the following dates.

- The date it is reviewed.
- December 31st of the following calendar year.

Non-Medical 24-Hour Withdrawal Management - An organized residential service, including those defined in *American Society of Addiction Medicine (ASAM)*, providing 24-hour supervision, observation, and support for patients who are intoxicated or experiencing withdrawal, using peer and social support rather than medical and nursing care.

Non-Network Benefits - description of how Benefits are paid for Covered Health Services provided by non-Network providers. Refer to Section 5, *Plan Highlights* for details about how Non-Network Benefits apply.

Open Enrollment – the period of time, determined by Warren County Board of Commissioners, during which eligible Participants may enroll themselves and their Dependents under the Plan. Warren County Board of Commissioners determines the period of time that is the Open Enrollment period.

Out-of-Pocket Maximum – the maximum amount you pay every calendar year. Refer to Section 5, *Plan Highlights* for the Out-of-Pocket Maximum amount. See Section 3, *How the Plan Works* for a description of how the Out-of-Pocket Maximum works.

inpatient or home-care basis, whether the service is skilled or non-skilled independent nursing.

Skilled nursing resources are available in the facility.

The Skilled Care can be provided by a Home Health Agency on a per visit basis for a specific purpose.

Recognized Amount – the amount which Copayment, Coinsurance and applicable deductible, is based on for the below Covered Health Services when provided by non-Network providers.

- Non-Network Emergency Health Services.
- Non-Emergency Covered Health Services received at certain Network facilities by non-Network Physicians, when such services are either Ancillary Services, or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the *Public Health-Service Act*. For the purpose of this provision, "certain Network facilities" are limited to a hospital (as defined in 1861(e) of the *Social Security Act*), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the *Social Security Act*), an ambulatory surgical center as described in section 1833(i)(1)(A) of the *Social Security Act*, and any other facility specified by the Secretary.

The amount is based on either:

- 1) An *All Payer Model Agreement* if adopted,
- 2) State law, or
- 3) The lesser of the qualifying payment amount as determined under applicable law or the amount billed by the provider or facility.

The Recognized Amount for Air Ambulance services provided by a non-Network provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the Air Ambulance service provider.

Note: Covered Health Services that use the Recognized Amount to determine your cost sharing may be higher or lower than if cost sharing for these Covered Health Services were determined based upon an Eligible Expense.

Reconstructive Procedure – a procedure performed to address a physical impairment where the expected outcome is restored or improved function. The primary purpose of a Reconstructive Procedure is either to treat a medical condition or to improve or restore physiologic function. Reconstructive Procedures include surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The primary result of the procedure is not changed or improved physical appearance. The fact that a person may suffer psychologically as a result of the impairment does not classify surgery or any other procedure done to relieve the impairment as a Reconstructive Procedure.

Remote Physiologic Monitoring - the automatic collection and electronic transmission of patient physiologic data that are analyzed and used by a licensed Physician or other qualified health care professional to develop and manage a treatment plan related to a chronic and/or

A Residential Treatment facility that qualifies as a Hospital is considered a Hospital. **Secretary** – as that term is applied in the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)*.

Semi-private Room - a room with two or more beds. When an Inpatient Stay in a Semi-private Room is a Covered Health Service, the difference in cost between a Semi-private Room and a private room is a benefit only when a private room is necessary in terms of generally accepted medical practice, or when a Semi-private Room is not available.

Shared Savings Program - a program in which UnitedHealthcare may obtain a discount to a non-Network provider's billed charges. This discount is usually based on a schedule previously agreed to by the non-Network provider and a third party vendor. When this program applies, the non-Network provider's billed charges will be discounted. Plan coinsurance and any applicable deductible would still apply to the reduced charge. Sometimes Plan provisions or administrative practices supersede the scheduled rate, and a different rate is determined by UnitedHealthcare.

This means, when contractually permitted, the Plan may pay the lesser of the Shared Savings Program discount or an amount determined by UnitedHealthcare, such as:

- A percentage of the published rates allowed by the *Centers for Medicare and Medicaid Services (CMS)* for the same or similar service within the geographic market.
- An amount determined based on available data resources of competitive fees in that geographic area.
- A fee schedule established by a third party vendor.
- A negotiated rate with the provider.

In this case the non-Network provider may bill you for the difference between the billed amount and the rate determined by UnitedHealthcare. If this happens you should call the number on your ID Card. Shared Savings Program providers are not Network providers and are not credentialed by UnitedHealthcare.

Sickness – physical illness, disease or Pregnancy. The term Sickness as used in this SPD includes Mental Illness or substance-related and addictive disorders, regardless of the cause or origin of the Mental Illness or substance-related and addictive disorder.

Skilled Care – skilled nursing, teaching, and rehabilitation services when:

- they are delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome and provide for the safety of the patient;
- a Physician orders them;
- they are not delivered for the purpose of assisting with activities of daily living, including dressing, feeding, bathing or transferring from a bed to a chair;
- they require clinical training in order to be delivered safely and effectively; and
- they are not Custodial Care, as defined in this section.

structure needed to assist the Covered Person with recovery.

UnitedHealth Premium ProgramSM – a program that identifies Network Physicians or facilities that have been designated as a UnitedHealth Premium ProgramSM Physician or facility for certain medical conditions.

To be designated as a UnitedHealth PremiumSM provider, Physicians and facilities must meet program criteria. The fact that a Physician or facility is a Network Physician or facility does not mean that it is a UnitedHealth Premium ProgramSM Physician or facility.

Unproven Services – health services, including medications and devices, regardless of U.S. Food and Drug Administration (FDA) approval, that are not determined to be effective for treatment of the medical condition or not determined to have a beneficial effect on health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.

- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies from more than one institution. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
- UnitedHealthcare has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, UnitedHealthcare issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice. You can view these policies at www.myuhc.com.

Please note:

- If you have a life-threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment) the Claims Administrator and Plan Sponsor may, at their discretion, consider an otherwise Unproven Service to be a Covered Health Care Service for that Sickness or condition. Prior to such a consideration, the Claims Administrator and Plan Sponsor must first establish that there is sufficient evidence to conclude that, even though unproven, the service has significant potential as an effective treatment for that Sickness or condition. **Unproven Services** – health services, including medications that are determined not to be effective for treatment of the medical condition and/or not to have a beneficial effect on health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.
- Well-conducted randomized controlled trials are two or more treatments compared to each other, with the patient not being allowed to choose which treatment is received.
- Well-conducted cohort studies from more than one institution are studies in which patients who receive study treatment are compared to a group of patients who receive

SECTION 15 - IMPORTANT ADMINISTRATIVE INFORMATION

What this section includes:

- Plan administrative information.

This section includes information on the administration of the medical Plan. While you may not need this information for your day-to-day participation, it is information you may find important.

Additional Plan Description

Claims Administrator: The company which provides certain administrative services for the Plan Benefits described in this Summary Plan Description.

United HealthCare Services, Inc.
185 Asylum St.
Hartford, CT 06103-3408

The Claims Administrator shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Plan Sponsor's Plan. The Claims Administrator shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Plan Sponsor's Plan.

Type of Administration of the Plan: The Plan Sponsor provides certain administrative services in connection with its Plan. The Plan Sponsor may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of other administrative services including arrangement of access to a Network Provider; claims processing services, including coordination of benefits and subrogation; utilization management and complaint resolution assistance. This external administrator is referred to as the Claims Administrator. For Benefits as described in this Summary Plan Description, the Plan Sponsor also has selected a provider network established by United HealthCare Insurance Company. The named fiduciary of Plan is Warren County Board of Commissioners, the Plan Sponsor.

The Plan Sponsor retains all fiduciary responsibilities with respect to the Plan except to the extent the Plan Sponsor has delegated or allocated to other persons or entities one or more fiduciary responsibility with respect to the Plan.

ATTACHMENT II - LEGAL NOTICES

Women's Health and Cancer Rights Act of 1998

As required by the Women's Health and Cancer Rights Act of 1998, we provide Benefits under the Plan for mastectomy, including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema).

If you are receiving Benefits in connection with a mastectomy, Benefits are also provided for the following Covered Health Services, as you determine appropriate with your attending Physician:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications of the mastectomy, including lymphedema.

The amount you must pay for such Covered Health Services (including Copayments and any Annual Deductible) are the same as are required for any other Covered Health Service. Limitations on Benefits are the same as for any other Covered Health Service.

Statement of Rights under the Newborns' and Mothers' Health Protection Act

Under Federal law, group health Plans and health insurance issuers offering group health insurance coverage generally may not 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 delivery by cesarean section. However, the Plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under Federal law, plans and issuers may not set the level of Benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under Federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your issuer.

WARREN COUNTY BOARD OF COMMISSIONERS MEDICAL CHOICE PLUS BASE PLAN

You can also file a complaint directly with the U.S. Dept. of Health and Human services online, by phone or mail:

Online <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201

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

Resolution

Number 23-0564

Adopted Date May 09, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreements with the following educational institutions, as attached hereto and made part hereof:

Napier Truck Driver Training
3113 Dixie Highway
Hamilton, OH 45015

Breakthrough Performance Group
6693 Liberty Park Drive
Liberty Township, OH 45044

Max Technical Training
4900 Parkway Drive
Mason, Ohio 45040

Kable Academy
2900 Reading Road
Cincinnati, Ohio 45206

Performance Training Solutions
10077 Jacksontown Rd Unit 1
Thornville, OH 43076

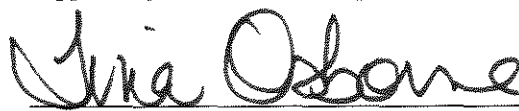
QS Academy
1101 S. Capital of Texas Building J Suite 200
West Lake Hills, TX 78746

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Napier Truck Driver Training, Inc., 3113 Dixie Highway, Hamilton, Ohio 45015** hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as CDL and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

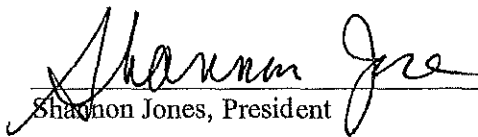
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page


In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


Shannon Jones, President

5.9.23
Date

Contractor



Authorized Contractor Signature

4/4/23
Date

Aimee Napier
Typed Name of Authorized Contractor

4/4/23
Date

Approved as to form:


~~Keith Anderson, Asst. Prosecutor~~
Adam M. Nica

4/14/23
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Breakthrough Performance Group, 155 Tri-County Pkwy, Cincinnati, OH 45246**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the *additional training costs*.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

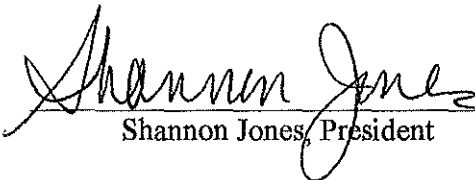
Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

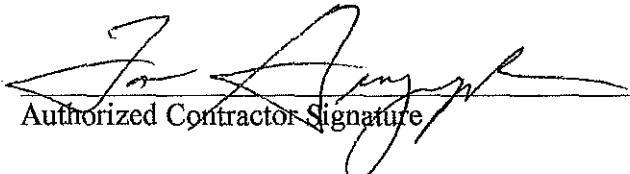
Warren County Board of Commissioners



Shannon Jones, President

5.9.23
Date

Contractor



Authorized Contractor Signature


4/4/23
Date

BREAKTHROUGH PERFORMANCE GROUP LLC
TASOS GEORGIOPOULOS

Typed Name of Authorized Contractor

4/4/23
Date

Approved as to form:



~~Keith Anderson~~, Asst. Prosecutor
Adam M. Nill

4/14/23
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Max Technical Training, 4900 Parkway Dr, Ste 160, Mason, OH 45040**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

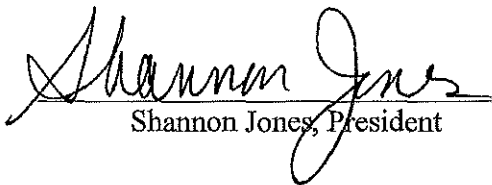
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


Shannon Jones, President

5.9.23
Date

Contractor



Authorized Contractor Signature

4/10/2023
Date

Patricia Miller
Typed Name of Authorized Contractor

4/10/2023
Date

Approved as to form:


Keith Anderson, Asst. Prosecutor
Adam M. Nice

4/18/23
Date

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Kable Academy, 4901 Hunt Road, Suite 200, Blue Ash, OH 45242**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor’s established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee’s attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

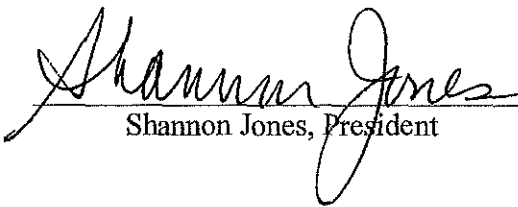
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



Shannon Jones, President

5.9.23
Date

Contractor



Authorized Contractor Signature

4/4/2023
Date


S. Josh Guttman

Typed Name of Authorized Contractor

4/4/2023

Date

Approved as to form:



~~Keith Anderson, Asst. Prosecutor~~
Adam M. Nice

4/14/23

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Performance Training Solutions, 10077 Jacksontown Rd, Unit 1, Thornville, OH 43076**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

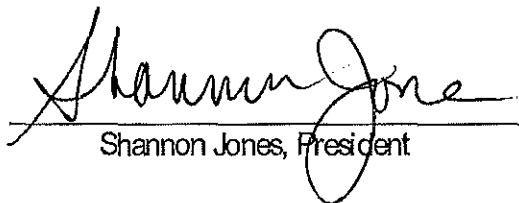
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3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners



Shannon Jones, President

5.9.23
Date

Contractor




Authorized Contractor Signature

4/5/2023
Date

Rich Lee
Typed Name of Authorized Contractor

4/5/2023
Date

Approved as to form:



~~Keith Anderson, Asst. Prosecutor~~
Adam M. Nice

4/14/23
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **QS Academy, 1101 S. Capital of Texas Building J, Suite 200, West Lake Hills, Texas, 78746**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

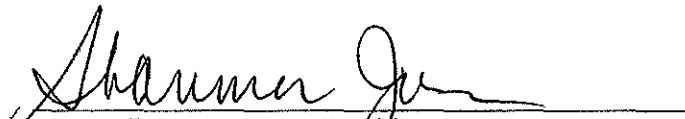
Assurances and Certifications:

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2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
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4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


Shannon Jones, President

5.9.23
Date

Contractor


Authorized Contractor Signature


4/22/2023
Date

Melanie Martin

Typed Name of Authorized Contractor

4/22/2023
Date

Approved as to form:


Adam Nice, Asst. Prosecutor

4/25/23
Date

Resolution

Number 23-0565

Adopted Date May 09, 2023

AUTHORIZE PUBLICATION OF NOTICE #2 TO PUBLIC OF PROPOSED ACTION IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2023 SOUTH LEBANON – HOBART STREET SIDEWALK COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT AND THE FISCAL YEAR 2023 FRANKLIN – MACKINAW SUBDIVISION STREET COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice to Public #2 of Proposed Action in a Floodplain relative to the FY23 South Lebanon – Hobart Street Sidewalk CDBG Project and the FY23 Franklin – Mackinaw Subdivision Street CDBG Project

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0566

Adopted Date May 09, 2023

ADVERTISE NOTICE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT
FOR WARREN COUNTY TRANSIT

WHEREAS, Warren County operates a public transportation system which is funded in part with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, as a requirement of the Transit Program, Warren County must publicize compliance with Title VI of the Civil Rights Act; and

WHEREAS, under the guidelines of the Transit Program, it is required that Warren County publicize compliance with Title VI of the Civil Rights Act; and

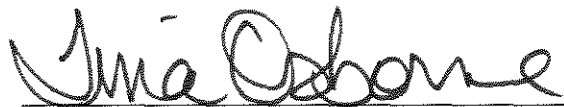
NOW THEREFORE BE IT RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's notice of compliance with Title VI of the Civil Rights Act

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Transit (file)

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

Resolution

Number 23-0567

Adopted Date May 09, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN A TASK LIGHTING PROPOSAL FOR RJE BUSINESS INTERIORS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, RJE Business Interiors has provided Final Proposal 35865 for Station Task Lighting as part of the Office Remodel Project; and

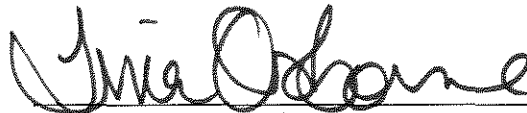
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Task Lighting Proposal on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—RJE Business Interiors
Telecom (File)



1 MAY 7:17A

Final Proposal
 Cincinnati
 623 Broadway St
 Cincinnati, OH 45202
 Phone: 513-641-3700
 www.RJEbusinessInteriors.com

Proposal Number	35865
Date	04/16/2023
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	1 of 3

B Warren County Facilities
I 430 Justice Dr
L Lebanon, OH 45036
L
T ATTN: Betsy Sammons
O Phone: 513.695.2022
 betsy.sammons@co.warren

T Warren county
O 500 Justice Center Dr
 TELECOM
 Lebanon, OH 45036

 ATTN: Dustin Flint

Project Description: Task Lights

RJE Team:
 Workplace Consultant, Kevin McKiernan, kmckiernan@RJE-bi.com, 513-641-3700
 Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700
 Sales Coordinator, Natalie Klein, Nklein@RJE-bi.com, 513-641-3700
 Designer, Genna Vu, gvu@RJE-bi.com, 513-641-3700

Line	Quantity	Description	Unit Price	Extended Amount
A		Lisa Office Tasklight		123.77
1	1.00 Each	Jasper Sealing Company Inc TL45LEDF 45w LED Tasklight Mark Line For: LISA OFFICE TASKLIGHT	123.77	123.77
B		Paul Office Tasklight		123.77
2	1.00 Each	Jasper Sealing Company Inc TL45LEDF 45w LED Tasklight Mark Line For: PAUL OFFICE TASKLIGHT	123.77	123.77
C		Station Tasklights		1,987.40
3	4.00 Each	Allsteel ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: STATION TASKLIGHTS	291.28	1,165.12
4	4.00 Each	Allsteel ALED17UJMP30 17" Daisy Chain Light Mark Line For: STATION TASKLIGHTS	205.57	822.28
D		Labor		200.00
5	1.00 Each	RJE CIN Installation Services LABOR LABOR: RECEIVE, DELIVER, INSTALL. NORMAL BUSINESS HOURS. Mark Line For: XXX	200.00	200.00



Final Proposal

Cincinnati
623 Broadway St
Cincinnati, OH 45202
Phone: 513-641-3700
www.RJEBusinessInteriors.com

Proposal Number	35865
Date	04/18/2023
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	2 of 3

SUBTOTAL:	\$2,434.94
GRAND TOTAL:	\$2,434.94

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!



Final Proposal

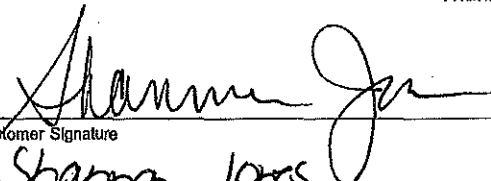
Cincinnati
623 Broadway St
Cincinnati, OH 45202
Phone: 513-641-3700
www.RJEBusinessInteriors.com

Proposal Number	35865
Date	04/18/2023
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	3 of 3

Terms and Conditions

- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- RJE will invoice Warren County Facilities the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County Facilities will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County Facilities shall pay the invoice no later than its due date, although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County Facilities may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).
- A 1.5% monthly fee will apply to late payments.
- RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County Facilities and/or designer. If the most recent approved electronic drawings provided by Warren County Facilities and/or designer do not correctly reflect the current space, and Warren County Facilities and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space.
- All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County Facilities. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County Facilities agrees to be completely responsible for any and all charges incurred up to the total amount of the order listed in this Final Proposal. Warren County Facilities will not be responsible for any amount in excess of the order amount listed on this Final Proposal.
- All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades.
- New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County Facilities. Beyond 30 days, applicable storage charges will be invoiced to Warren County Facilities. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County Facilities. If Warren County Facilities requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.
- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.
- RJE shall provide liability insurance coverage as follows:
- RJE shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this agreement.
- RJE further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.
- RJE shall carry statutory worker's compensation insurance as required by law and shall provide Warren County Facilities with certificates of insurance evidencing such coverage simultaneous with the execution of this agreement.
- Cancellation or non-renewal of insurance shall be grounds to terminate this agreement.

Thank you for the opportunity to be of service.




 Customer Signature
 Shanna Jones

 Printed Name

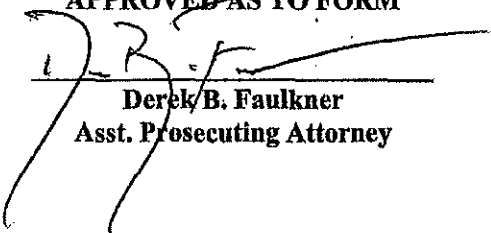
5.9.23

Date


 MARK OSTERMAN
 RJE BUSINESS INTERIORS

4/19/2023

APPROVED AS TO FORM



 Derek B. Faulkner
 Asst. Prosecuting Attorney

Resolution

Number 23-0568

Adopted Date May 09, 2023

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:

1. The Bair Foundation
2. South Community, Inc.
3. Step Higher Inc. – Nella's Place

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – The Bair Foundation
c/a – South Community, Inc.
c/a – Step Higher Inc. – Nella's Place
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

The Bair Foundation, hereinafter "Provider", whose address is:

The Bair Foundation
665 E Dublin Granville Rd 290
Columbus, OH 43229

Collectively the "Parties".

Table of Contents

ARTICLE I. SCOPE OF PLACEMENT SERVICES
 Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED
 Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED
 Section 1.03 EXHIBITS

ARTICLE II. TERM OF AGREEMENT

ARTICLE III. ORDER OF PRECEDENCE

ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

ARTICLE V. PROVIDER RESPONSIBILITIES

ARTICLE VI. AGENCY RESPONSIBILITIES

ARTICLE VII. INVOICING FOR PLACEMENT SERVICES

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

ARTICLE IX. TERMINATION; BREACH AND DEFAULT

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS

ARTICLE XII. INDEPENDENT CONTRACTOR

ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS

ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

ARTICLE XV. ATTACHMENTS/ADDENDA

ARTICLE XVI. NOTICE

ARTICLE XVII. CONSTRUCTION

ARTICLE XVIII. NO ASSURANCES

ARTICLE XIX. CONFLICT OF INTEREST

ARTICLE XX. INSURANCE

ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS

ARTICLE XXII. SCREENING AND SELECTION

ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

ARTICLE XXIV. FINDINGS FOR RECOVERY

ARTICLE XXV. PUBLIC RECORDS

ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT

ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION

ARTICLE XXIX. PROPERTY OF AGENCY

ARTICLE XXX. SEVERABILITY

ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

ARTICLE XXXII. COUNTERPARTS

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

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 in the State of Ohio or in the state where the Provider of services 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 services to children and families in accordance with Ohio law or the state where the Provider of services 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 **06/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for 0 additional, 0 year terms not to exceed 0 years. 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, attachments 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; and
 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. 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 Addendum 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; and
 - 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 **\$96,000.00**.
- 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 Attachments/Exhibits 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 Attachments/Exhibits 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 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
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. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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
 The Bair Foundation
 665 E Dublin Granville Rd 290
 Columbus, OH 43229

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, Attachments, 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 ORC.
- 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 Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

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(I) 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

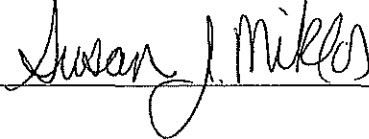
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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

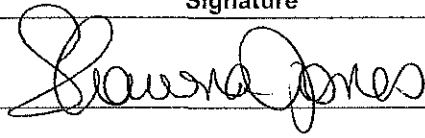
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: The Bair Foundation

Print Name & Title	Signature	Date
Susan J. Miklos, Executive Director		4/10/23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-2-23
* Shannon Jones	5-9-23	

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

**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."

AMENDMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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 within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

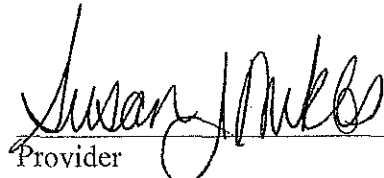
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0568, dated 5-9-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

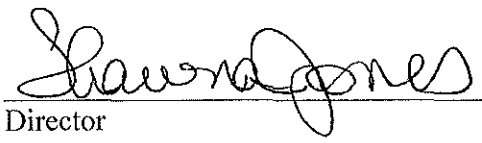
Date 5-9-23



Provider


Date 4/10/23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Pennsylvania
COUNTY OF Lawrence

I, Susan J. Miklas, holding the title and position of Executive Director at the firm The Bair Foundation 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.

Susan J. Miklas
AFFIANT

Subscribed and sworn to before me this 13th day of April 2023

Susan M. Chabal
(Notary Public),
Lawrence County.

Commonwealth of Pennsylvania - Notary Seal
Susan M. Chabal, Notary Public
Lawrence County
My commission expires February 12, 2024
Commission number 1296011
Member, Pennsylvania Association of Notaries

My commission expires Feb. 12 2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: The Bair Foundation / 24341

Run Date: 04/17/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person 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	Cost Begin Date	Cost End Date
Exceptional Foster Care – Columbus (30224) - Excpt Need	107638			\$45.32	\$22.03	\$28.56	\$0.61	\$1.31				\$97.85	06/01/2023	05/31/2024
Intensive Foster Care – Columbus (30223)-Excpt Need	107637			\$65.00	\$11.78	\$31.18	\$0.67	\$1.37				\$110.00	06/01/2023	05/31/2024
Specialized Foster Care – Columbus (30222)-Spec Need	107641			\$40.17	\$20.98	\$26.38	\$0.56	\$0.96				\$89.05	06/01/2023	05/31/2024
Traditional Foster Care – Columbus(30221)-FFH	107636			\$25.33	\$11.59	\$17.59	\$0.38	\$1.34				\$56.23	06/01/2023	05/31/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J Gallagher Risk Management Services, Inc. Four Gateway Center 444 Liberty Avenue, Suite 400 Pittsburgh PA 15222	CONTACT NAME: Nicole Eckert PHONE (A/C, No, Ext): 412-535-9276 E-MAIL ADDRESS: nicole_eckert@ajg.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Christian Family Services Mgmt. Corp dba The Bair Foundation 241 High Street New Wilmington PA 16142	INSURER A: Capitol Specialty Insurance Corporation		10328
	INSURER B: Professional Solutions Ins Co		11127
	INSURER C: Philadelphia Indemnity Insurance Company		18058
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 504082472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL per Occ <input checked="" type="checkbox"/> Abu/PL-Clms Made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HS0301629703	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Hired/NonOwned Auto \$ 1M/\$1M COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HS2021240602	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Employee Dishonesty Cyber			EB384DMLA222 PHSD1726937	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Limit Retention Aggregate Limit \$1,000,000 \$10,000 \$3,000,000

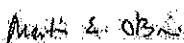
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Ohio Stop Gap Liability Coverage with a limit of \$1,000,000 provided by endorsement under the General Liability.

Abuse is on a claims made basis subject to a retro date of 7/1/1986 with \$1,000,000 limit per claim and \$3,000,000 aggregate with a \$100,000 deductible for defense and damages. The Professional liability is claims made with retro date of 7/1/2020 with \$1,000,000 limit per claim and \$3,000,000 aggregate with a \$100,000 deductible for defense and damages.

Hired/NonOwned Auto coverage is included under the General Liability with a \$5,000 deductible

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Warren County Children Services 416 S. East Street Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J Gallagher Risk Management Services, Inc.		NAMED INSURED Christian Family Services Mgmt. Corp dba The Bair Foundation 241 High Street New Wilmington PA 16142	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Umbrella includes General Liability, Hired/Non-Owned Auto, Professional and Sexual/Physical Abuse Molestation and Employers Liability with the Sexual/Physical Abuse Molestation sub-limited at \$2,000,000 and the Hired/Non-Owned Auto sub-limited at \$1,000,000

Additional insured status is provided to all entities required by written contract to be included as additional insureds but only with respect to operations performed by the Named Insured or on their behalf with respect to general liability.

Additional Insured: Warren County Childrens Services Board of County Commissioners, and Agency and their respective officials, employees, agents and volunteers.

Additional insured status is provided to all entities required by written contract to be included as additional insureds but only with respect to operations performed by the Named Insured or on their behalf with respect to umbrella liability. A Waiver of Subrogation is provided in favor of the additional insureds as required by written contract and applies with respect to General Liability and Umbrella. Coverage afforded by the general liability is primary and non-contributory in favor of the additional insured per written contract. A 30 Day notice of cancellation will be provided by the General Liability.



Department of
Job and Family Services

Mike DeWine, Governor
Matt Damschroder, Director

Jon Husted, Lt. Governor

June 20, 2021

Norbert Lorentz, Chairman
The Bair Foundation, Inc.
2358 Radbury Lane
Snellville, GA 30078

RE: Issuance of a Full Certificate to Perform Specific Functions to: The Bair Foundation, Inc., 665 East Dublin Granville Road, Suite 290, Columbus, Ohio 43229-3245 (Recertification-Study ID# 0000003142)

Dear Mr. Lorentz:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **July 15, 2021 through July 14, 2023**.

The following functions are hereby under full certification:

- To act as a representative of ODJFS in recommending Family Foster Homes for certification.
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.
- To participate in the placement of children in Foster Homes.
- To participate in the placement of children for Adoption.

The full certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

275 Martinel Drive, Kent, Ohio 44240, Portage County

3055 Kettering Blvd., Suite 311, Moraine, Ohio 45439, Montgomery County

260 Northland Blvd., Suite 124, Cincinnati, Ohio 45246, Hamilton County

665 East Dublin-Granville Road, Suite 290, Columbus, Ohio 43229, Franklin County

30 East Broad Street
Columbus, OH 43215
jfs.ohio.gov

This institution is an equal opportunity provider and employer.

**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

**The Bair Foundation, Inc.
665 East Dublin Granville Road, Ste 290
Columbus, Ohio 43229-3245
Recertification - S-0000003142**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

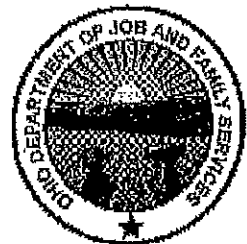
To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from July 15, 2021 to July 14, 2023



Ohio**Bureau of Workers'
Compensation**30 W. Spring St.
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00971477

Period Specified Below
07/01/2022 to 07/01/2023

THE BAIR FOUNDATION
241 HIGH ST
NEW WILMNGTN PA 16142-1116



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

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 South Community, Inc., hereinafter "Provider," whose address is:

South Community, Inc.
3095 Kettering Blvd
Moraine, OH 45439

Collectively the "Parties".

Table of Contents

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

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 in the State of Ohio or in the state where the Provider of services 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 services to children and families in accordance with Ohio law or the state where the Provider of services 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 **06/01/2022** through **05/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for 2 additional, 2 year terms not to exceed 2 years. 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.)

Taylor, Katie M

From: Kris Cornwell <kcornwell@southcommunity.com>
Sent: Wednesday, April 26, 2023 2:52 PM
To: Taylor, Katie M
Subject: RE: Contract

Yes. Sorry about that.

From: Katie.Taylor@jfs.ohio.gov <Katie.Taylor@jfs.ohio.gov>
Sent: Wednesday, April 26, 2023 11:25 AM
To: Kris Cornwell <kcornwell@southcommunity.com>
Subject: [External] Contract

Good Morning,

I want to let you know that I received the contract in the mail today. On page 3, under Terms of Agreement there is 3 blank lines that need zeros on them. Are you okay if I write them in?

Thanks,

Katie Taylor

Assistant Business Manager
Warren County Children Service
Katie.Taylor@jfs.ohio.gov
(513)695-1556

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

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; and
 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. 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 Addendum 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; and
 - 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 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 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. ADDENDA

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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
South Community, Inc.
3095 Kettering Blvd
Moraine, OH 45439

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 ORC.
- 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 Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

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(I) 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, Addenda, 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.


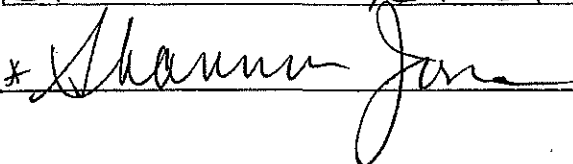
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:


Provider: South Community, Inc.

Print Name & Title	Signature	Date
Lisa G. Carter, CEO		3/31/22

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-2-23
* 	5.9.23	

APPROVED AS TO FORM


Kathryn M. Horvath
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 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 South Community, Inc. hereinafter "Provider," whose address is:

South Community, Inc.
3095 Kettering Blvd
Moraine, OH 45439

Collectively the "Parties".

Contract ID: 19297417

Originally Dated: 06/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason:

Other

Addenda Begin Date:

06/01/2022

Addenda End Date:

Increased Amount:

Article Name:

Addenda 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
 Provider / ID: South Community, Inc. / 24446

Run Date: 03/20/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person 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	Cost Begin Date	Cost End Date
Archway Network - Exceptional Needs (30069)-EN	107900			\$60.00	\$45.58							\$105.58	06/01/2023	05/31/2024
Archway Network - Traditional - Family FH (30069)-FFH	107899			\$40.00	\$15.00							\$55.00	06/01/2023	05/31/2024
Archway Network - Traditional - Family FH (30069)-FFH	107899			\$40.00	\$25.00							\$65.00	06/01/2023	05/31/2024
Archway Network - Traditional - Family FH (30069)-FFH	107899			\$40.00	\$35.00							\$75.00	06/01/2023	05/31/2024
Archway Network - Traditional - Family FH (30069)-FFH	107899			\$50.00	\$35.00							\$85.00	06/01/2023	05/31/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: South Community, Inc. / 24446

Run Date: 03/20/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person 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	Cost Begin Date	Cost End Date
Archway Network - Traditional - Family FH (30069)-FFH	107899			\$50.00	\$48.50							\$98.50	06/01/2023	05/31/2024

**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."

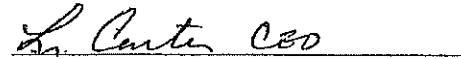
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

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 23-0568, dated 5.9.23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

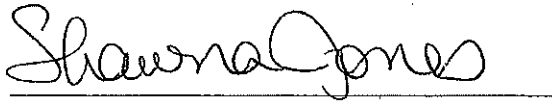


Provider

Date 5.9.23

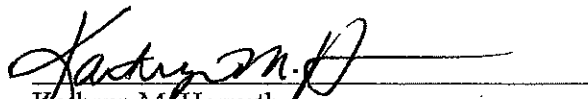
Date 3/31/22

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Lisa G. Carter, holding the title and position of Chief Executive Officer at the firm South Community Inc, 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.

Lisa G. Carter
AFFIANT

Subscribed and sworn to before me this 31st day of March 20 22

Noreen S Whitmill
(Notary Public),

Montgomery County.

My commission expires Oct 31 20 22



**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

**South Community, Inc.
3095 Kettering Boulevard
Moraine, Ohio 45439-1983
Recertification - S-0000003351**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from **September 4, 2021** to **September 3, 2023**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

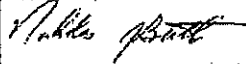
PRODUCER Marsh & McLennan Agency LLC 309 Webster Street Dayton OH 45402	CONTACT NAME: PHONE (A/C, No, Ext): 937.228.4135 FAX (A/C, No): E-MAIL ADDRESS: catherine.schwab@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED South Community, Inc. Attn: Dave McAdams 3095 S Kettering Blvd Dayton OH 45439	INSURER A: Mental Health Risk Retention Group NAIC# 44237	
	INSURER B: Cincinnati Insurance Company 10677	
	INSURER C: Scottsdale Indemnity Company 16580	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 60928167** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		COP0001978	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0330056	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XLH0009570	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	COP0001978	6/1/2021	6/1/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> OH Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab Sexual Abuse	N N	COP0001978	6/1/2021	6/1/2022	\$1,000,000 \$3,000,000 \$1M/\$3M Each Act Aggregate Each Act/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County Children Services, The Board of County Commissioners, and their respective officials, employees, agents is included as Additional Insured with respects to the above General Liability, Auto Liability, and Umbrella policies when required by written contract.

CERTIFICATE HOLDER Warren County Children Services 416 S East St Lebanon OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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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

Step Higher Inc.-Nella's Place, hereinafter "Provider", whose address is:

Step Higher Inc.-Nella's Place
3439 Knott St
Cincinnati, OH 45229

Collectively the "Parties".

Table of Contents

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

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 in the State of Ohio or in the state where the Provider of services 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 services to children and families in accordance with Ohio law or the state where the Provider of services 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 06/01/2023 through 05/31/2024, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for 0 additional, 0 year terms not to exceed 0 years. 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, attachments 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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

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 deliver aftercare support as described in Article IV.
- D. 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.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. 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.
- G. 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.
- H. 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.
- I. 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; and
 - 10. The filing of any law enforcement report involving the child.
- J. 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.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. 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.
- M. 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.
- N. 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).
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.).
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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 Addendum 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; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. 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 **\$120,000.00**.
- 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 Attachments/Exhibits 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 Attachments/Exhibits 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 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 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. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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 Step Higher Inc.-Nella's Place
3439 Knott St
Cincinnati, OH 45229

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, Attachments, 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 ORC.

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 Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- 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(I) 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

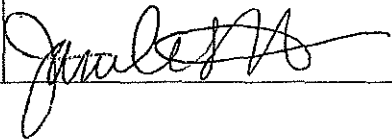
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

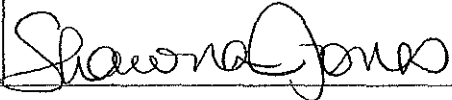
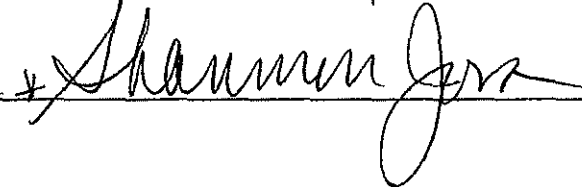
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: Step Higher Inc.-Nella's Place

Print Name & Title	Signature	Date
Janelle S Hocker		4/7/2023

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-2-23
		5.9.23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Step Higher Inc.-Neila's Place / 13088985

Run Date: 03/07/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person 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	Cost Begin Date	Cost End Date
Knott Street Group Home (20950)	7645063			\$313.00	\$18.00						\$45.00	\$376.00	06/01/2023	05/31/2024
Melrose Avenue Group Home 2 (20959)	7645013			\$313.00	\$18.00							\$331.00	06/01/2023	05/31/2024

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Janelle Hacker holding the title and position of Executive Director at the firm Stephanyer Nelson Inc 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.

Janelle Hacker
AFFIANT

Subscribed and sworn to before me this 20 day of

March 2023
Robert A. ...
(Notary Public),

Hamilton County.

My commission expires April 12 2026



**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."

AMEDNMMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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 within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

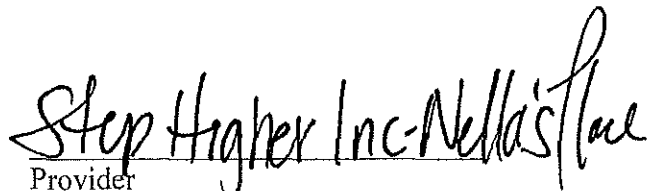
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0568, dated 5-9-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

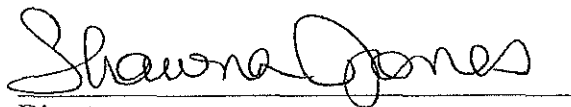
Date _____



Provider

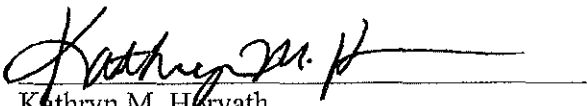
Date 3/20/2023

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Hervath
Assistant Prosecuting Attorney

**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

**Step Higher Inc.-Nella's Place
3439 Knott Street
Cincinnati, Ohio 45229-3109
Recertification - S-0000002828**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

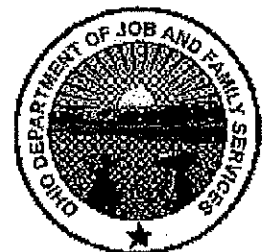
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

This certificate is effective from April 28, 2021 to April 27, 2023



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0569

Adopted Date May 09, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC., ON BEHALF OF THE WARREN COUNTY PROBATE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to enter into a Lease Agreement with Pitney Bowes Global Financial Services, LLC., on behalf of the Warren County Probate Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - Pitney Bowes Inc.
Probate/Juvenile (file)

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Franklin

I, Lori Rossio, holding the title and position of Government Major Account Manager State of Ohio at the firm Pitney Bowes Inc., 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.

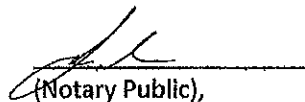
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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.


AFFIANT

Subscribed and sworn to before me this April 12th day of 12th April 2023.


(Notary Public),

Franklin County.

My commission expires 3 - 23 20 24



JUAN ALONZO
Notary Public, State of Ohio
My Comm. Expires 03/23/2024

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

Resolution

Number 23-0570

Adopted Date May 09, 2023

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2022 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 22002154

WHEREAS, this Board, on August 9, 2022, entered into a contract with Moody's of Dayton, Inc. for the construction of the 2022 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of North Well Field Well 6 pump it was discovered that additional repairs to the pump are required due to age, long run time and deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 2 to the contract with Moody's of Dayton, Inc. increase Purchase Order No. 22002154 by \$17,334.00 and creating a new contract and Purchase Order price in the amount of \$340,950.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the contract.
3. That the Board execute and sign Change Order No.2 of the contract with Moody's of Dayton, Inc. for the construction of the 2022 Well Redevelopment Project.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Moody's of Dayton, Inc

Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: May 1, 2023

Change Order Number 2

Project Name: 2022 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	North Wellfield Well No. 6 Pump Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> • New bowl assembly • Stuffing box rebuild • New motor bearing • Shop labor -- clean/straightening shafting, discharge head 	\$17,334.00	
Sums of the ADDITIONS & DELETIONS		\$17,334.00	\$0.00
TOTALS FOR THIS CHANGE ORDER		\$17,334.00	

Attachments:

Attachment 1 – PWN-6 Repairs

Original contract price \$278,692.00.

Current contract price adjusted by previous change orders \$323,616.00.

The Contract price due to this change order will be increased/decreased.

The New contract price including this change order will be \$340,950.00.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature]
Contractor's Signature

5/2/23
Date

Recommended By:
[Signature]
Warren County Staff Engineer

5/2/2023
Date

[Signature]
Warren County Commissioner

[Signature]
Warren County Commissioner

5.9.23
Date

5.9.23
Date

Warren County Commissioner

Date

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

March 17, 2023

Subject: PWN 6 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe and bowl assembly for PWN-6. Multiple pieces of the column pipe had washed out spots above the threads and were heavily pitted. Moody's recommends replacing the column pipe.

After teardown and inspection, Moody's found that the pump showed signs of wear. The bowl assembly needs new wear rings and bearings to bring the bowl to original specifications. One impeller needs replaced. Moody's recommends replacing the pump. The stuffing box and motor need rebuilt. The lineshaft and bearings can be cleaned, straightened, and re-used.

The following is the cost for the necessary repairs:

		<u>REPAIRS</u>	
1 Ls	New bowl assembly.....		\$ 8,484.00
1 Ls	Stuffing box rebuild.....		\$ 1,200.00
1 Ls	Replace motor bearings.....		\$ 4,500.00
30 Hrs	Shop labor- clean/straighten shafting, discharge head Repairs @ \$105/hr.....		\$ 3,150.00
TOTAL COST			\$ 17,334.00

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

Resolution

Number 23-0571

Adopted Date May 09, 2023

ENTER INTO CONTRACT WITH STAUFFER SITE SERVICES LLC FOR THE STATE ROUTE 73 AT CORWIN ROAD FORCEMAIN RELOCATION PROJECT RE-BID

WHEREAS, pursuant to Resolution #23-0511, adopted April 25, 2023, this Board approved a Notice of Intent to Award Contract for the State Route 73 at Corwin Road Forcemain Relocation Project to Stauffer Site Services LLC for a total contract price of \$133,500.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Stauffer Site Services LLC, 3630 Middleboro Road, Morrow, Ohio 45152 for said project, for a total contract price of \$133,500.00; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a— Stauffer Site Services LLC.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 9 day of May, 2023 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Stauffer Site Services LLC, 3639 Middleboro Road, Morrow, Ohio 45152**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**STATE ROUTE 73 AT CORWIN ROAD FORCEMAIN RELOCATION PROJECT –
REBID**

hereinafter called the project, for the sum of **\$133,500.00 (One Hundred Thirty-Three Thousand, Five Hundred Dollars and No Cents)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 150 Days from Notice to Proceed. Final

Completion: 180 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

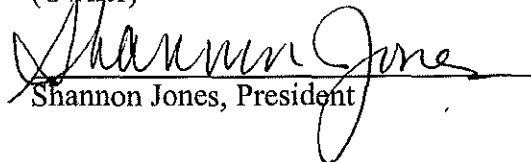
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)


Shannon Jones, President

(Seal)

ATTEST:

Stauffer Site Services
(Contractor)

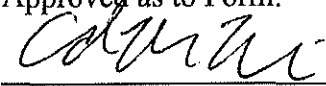
By: 

Name

Title

Vice President

Approved as to Form:


Assistant Prosecutor
Adam M. Nice

Resolution

Number 23-0572

Adopted Date May 09, 2023

AMEND STANDARD DETAILS FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, by Resolution #87-1103, the Board established Standard Details for water and sanitary sewer improvements to be constructed within Warren County; and

WHEREAS, by Resolution #12-0787, the Board amended said Standard Details; and

WHEREAS, by Resolution #18-0585, the Board amended said Standard Details; and

WHEREAS, it is necessary, at this time, to amend said Standard Details; and

NOW THEREFORE BE IT RESOLVED:

1. That the Standard Details for the Warren County Water and Sewer Department are hereby amended by the revisions to the following:

STANDARD DRAWING INDEX

WATER DETAIL W-1	(WATERMAIN LAYOUT AT CUL-DE-SAC)
WATER DETAIL W-5	(WATERMAIN ENCASEMENT AT CREEK CROSSING)
WATER DETAIL W-6	(WATERMAIN ENCASEMENT AT SEWER CROSSING)
WATER DETAIL W-7	(WATERMAIN IN CASING)
WATER DETAIL W-8	(HYDRANT SETTING)
WATER DETAIL W-10A	(METER BOX DETAIL FOR ¾" AND 1" METERS)
WATER DETAIL W-11	(MULTIPLE WATER SERVICE CONNECTIONS)
WATER DETAIL W-14	(LARGE DOMESTIC WATER METER PIT)
WATER DETAIL W-15A	(LARGE WATER METER PIT W/FDC & DOMESTIC LINE)
WATER DETAIL W-15B	(LARGE WATER METER PIT W/FIRE LINE, DOMESTIC LINE & IRRIGATION LINE)
WATER DETAIL W-18	(REQUIRED RESTRAINED JOINTS FOR BENDS)
WATER DETAIL W-19	(REQUIRED RESTRAINED JOINTS – DEAD END VALVES, PLUGS, CAPS, & TEES)
WATER DETAIL WG-1A	(GENERAL NOTES – WATER)
WATER DETAIL WG-1B	(GENERAL NOTES – WATER (CONTINUED))
SANITARY DETAIL S-1	(PRECAST MANHOLE)
SANITARY DETAIL S-2	(PRECAST MANHOLE WITH INSIDE DROP CONNECTION)
SANITARY DETAIL S-3	(VENTED MANHOLE)
SANITARY DETAIL S-4	(MANHOLE CHANNELS)
SANITARY DETAIL S-14A	(HOUSE CONNECTIONS)
SANITARY DETAIL S-14B	(HOUSE CONNECTIONS)
SANITARY DETAIL S-14C	(HOUSE CONNECTIONS)
SANITARY DETAIL S-15	(FORCEMAIN CLEANOUT)
SANITARY DETAIL S-18	(REQUIRED RESTRAINED JOINTS FOR BENDS)
SANITARY DETAIL S-19	(FORCEMAIN TRENCH DETAIL)
SANITARY DETAIL S-20	(IMPERVIOUS DAM DETAIL)
SANITARY DETAIL S-21	(LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE)

SANITARY DETAIL S-22	(LATERAL SADDLE INSTALLATION FOR VCP & DUCTILE IRON PIPE)
SANITARY DETAIL SG-1	(DETAILED PROCEDURES FOR SANITARY SEWER)
SANITARY DETAIL SG-2A	(GENERAL NOTES – SEWER)
SANITARY DETAIL SG-2B	(GENERAL NOTES – SEWER (CONTINUED))
SANITARY DETAIL SG-4	(SEWER TESTING)

2. That the Standard Details for the Warren County water and Sewer Department are hereby amended by adding the following:

WATER DETAIL W-15C	(COMBINATION FIRE/DOMESTIC METER PIT)
WATER DETAIL W-15D	(LARGE WATER METER PIT EQUIPMENT SCHEDULE)
WATER DETAIL W-17	(VERTICAL BEND RESTRAINT – BLOCK DETAIL)
WATER DETAIL W-22	(SAMPLING STATION)
WATER DETAIL W-23	(TRACER WIRE – PLAN)
WATER DETAIL W-24	(TRACER WIRE – WATER SERVICE PLAN)
WATER DETAIL W-25	(TRACER WIRE – FIRE HYDRANT PLAN)
WATER DETAIL W-26A	(POLYETHYLENE ENCASEMENT – DUCTILE IRON PIPE)
WATER DETAIL W-26B	(POLYETHYLENE ENCASEMENT – DUCTILE IRON PIPE CONTINUED)
WATER DETAILS W-27	(TAPPING POLYETHYLENE ENCASED PIPE)

3. That the Standard Details for the Warren County Water and Sewer Department are hereby amended by deleting the following:

WATER DETAIL W-15C	(LARGE WATER METER PIT EQUIPMENT SCHEDULE)
WATER DETAIL W-17	(ANCHORS & BUTTRESSES FOR VERTICAL BENDS)
SANITARY DETAIL S-19	(REQUIRED RESTRAINED JOINTS – DEAD END VALVES, PLUGS, CAPS, & TEES)

4. That these modifications shall be effective immediately and a copy of the amended details are attached hereto and made a part hereof.


5. That all other provisions and requirements of the Standard Details shall remain unchanged.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

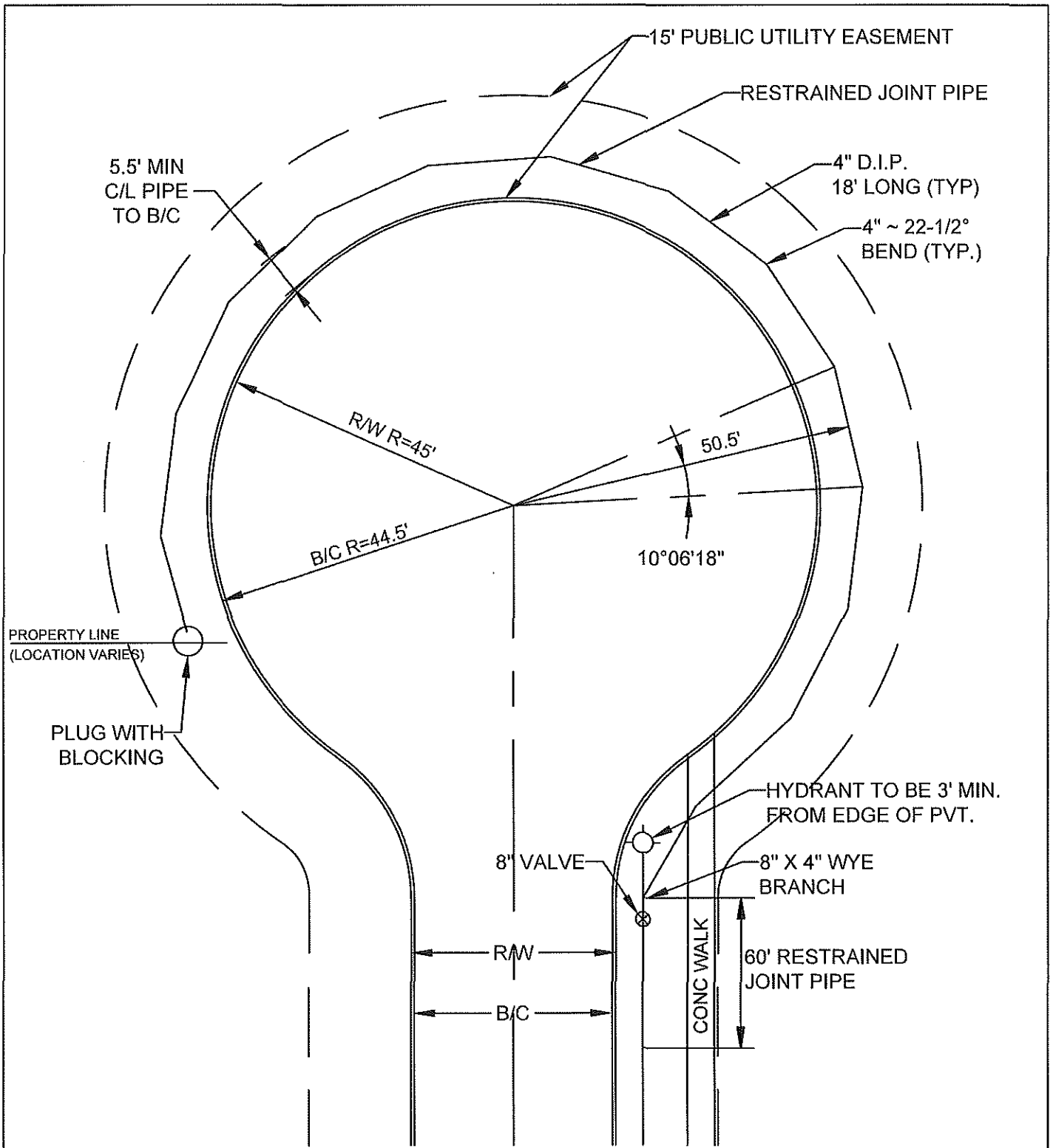
cc: Water/Sewer (File)

WATER DETAILS

W-1	WATERMAIN LAYOUT AT CUL-DE-SAC
W-2	WATERMAIN TRENCH DETAIL
W-3	THRUST BLOCK DETAILS
W-4	FULL CONCRETE ENCASEMENT
W-5	WATERMAIN ENCASEMENT AT CREEK CROSSING
W-6	WATERMAIN ENCASEMENT AT SEWER CROSSING
W-7	WATERMAIN IN CASING
W-8	HYDRANT SETTING
W-9	FIRE HYDRANT ARRANGEMENT
W-10A	METER BOX DETAIL FOR 3/4" AND 1" METERS
W-10B	METER BOX DETAIL FOR 1-1/2" AND 2" METERS
W-11	MULTIPLE WATER SERVICE CONNECTIONS
W-12	TYPICAL WATER SYSTEM DETAIL
W-13	DITCH AND METER LOCATION
W-14	LARGE DOMESTIC WATER METER PIT
W-15A	LARGE WATER METER PIT W/ FIRE LINE W/ FDC & DOMESTIC LINE
W-15B	LARGE WATER METER PIT W/ FIRE LINE, DOMESTIC LINE, & IRRIGATION LINE
W-15C	COMBINATION FIRE/DOMESTIC METER PIT
W-15D	LARGE WATER METER PIT EQUIPMENT SCHEDULE
W-16	VALVE PIT
W-17	ANCHORS & BUTTRESSES FOR VERTICAL BENDS
W-18	REQUIRED RESTRAINED JOINTS FOR BENDS
W-19	REQUIRED RESTRAINED JOINTS - DEAD ENDS, PLUGS, CAPS, & TAPS
W-20	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
W-21	METER TEST PIT AT CREEK CROSSING
W-22	SAMPLING STATION
W-23	TRACER WIRE - PLAN
W-24	TRACER WIRE - WATER SERVICE PLAN
W-25	TRACER WIRE - FIRE HYDRANT PLAN
W-26A	POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE
W-26B	POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE CONTINUED
W-27	TAPPING POLYETHYLENE ENCASED PIPE
WG-1A	GENERAL NOTES - WATER
WG-1B	GENERAL NOTES - WATER (CONTINUED)
WG-2	PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM
WG-3	PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERALS AND RELOCATING OR BRINGING TO GRADE METER PITS

TABLE OF CONTENTS - WATER DETAILS

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER TOC
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ALL BENDS SHALL BE LABELED WITH STATIONING.

WATERMAIN LAYOUT AT CUL-DE-SAC

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

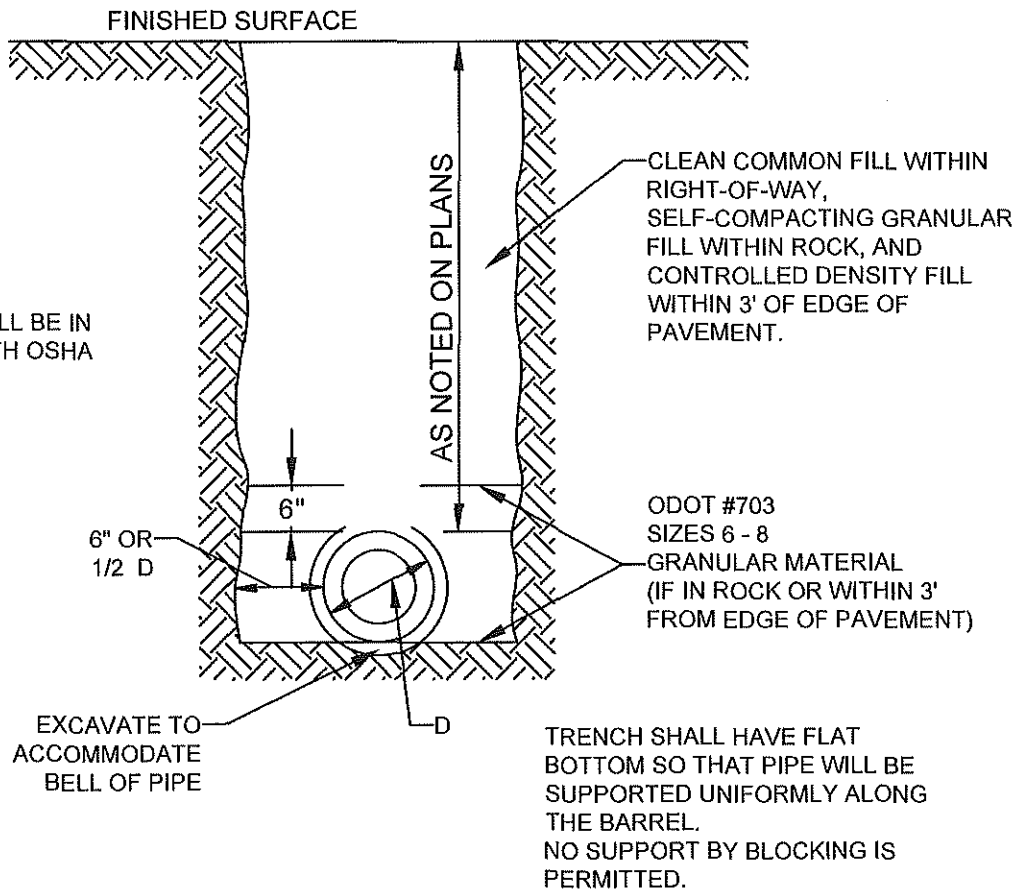
STANDARD NUMBER

W-1

WATERMAIN SHALL BE INSTALLED IN A SEPARATE TRENCH FROM THE SANITARY SEWER AND SHALL BE A MINIMUM DISTANCE OF 10' MEASURED HORIZONTALLY FROM THE SANITARY SEWER.

BACKFILL AND RESTORATION OF PAVEMENT MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATION(S).

TRENCH SIDES SHALL BE IN CONFORMANCE WITH OSHA REQUIREMENTS.



WATERMAIN TRENCH DETAIL

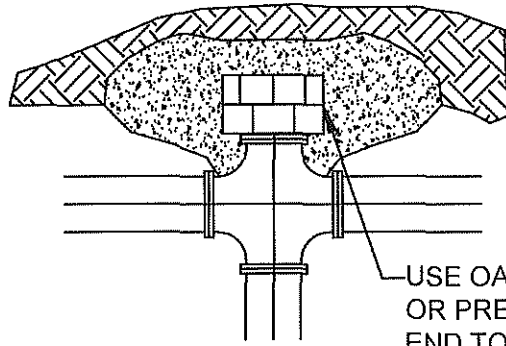
APPROVED/REVISED

JUNE, 2012

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

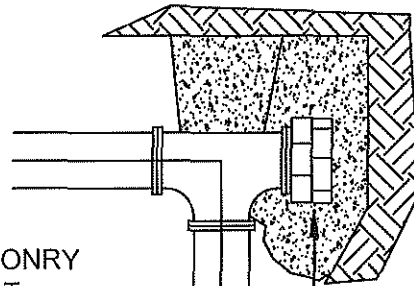
STANDARD NUMBER

W-2



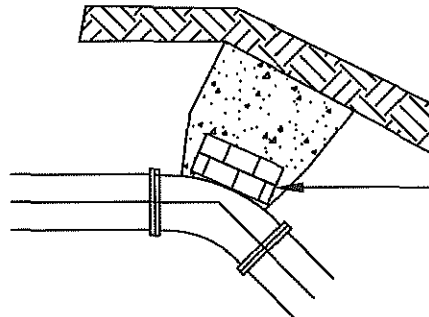
CROSS

USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT END TO BE PLUGGED (TYP.)



TEE

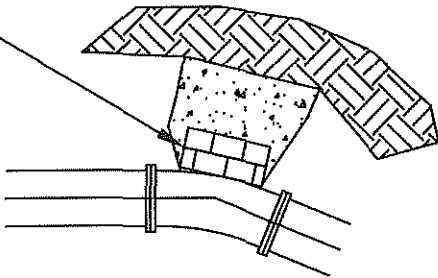
USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT END TO BE PLUGGED (TYP.)



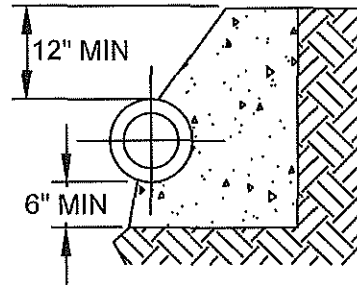
45° BEND

USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT BACK OF BEND (TYP.)

USE OAK, CEMENT MASONRY OR PRECAST BLOCKS AT BACK OF BEND (TYP.)



22.5° BEND



SECTIONAL VIEW

NOTE:

BEARING AREA TO BE DETERMINED BASED ON SOIL TYPE & WORKING PRESSURE.
 THRUST BLOCKS TO BE USED AT ALL BENDS 22.5° OR GREATER.
 THRUST BLOCKS TO BE POURED AGAINST FIRM UNDISTURBED SOIL.
 USE CLASS "C" CONCRETE.
 90° BENDS SHALL NOT BE PERMITTED.

THRUST BLOCK DETAILS

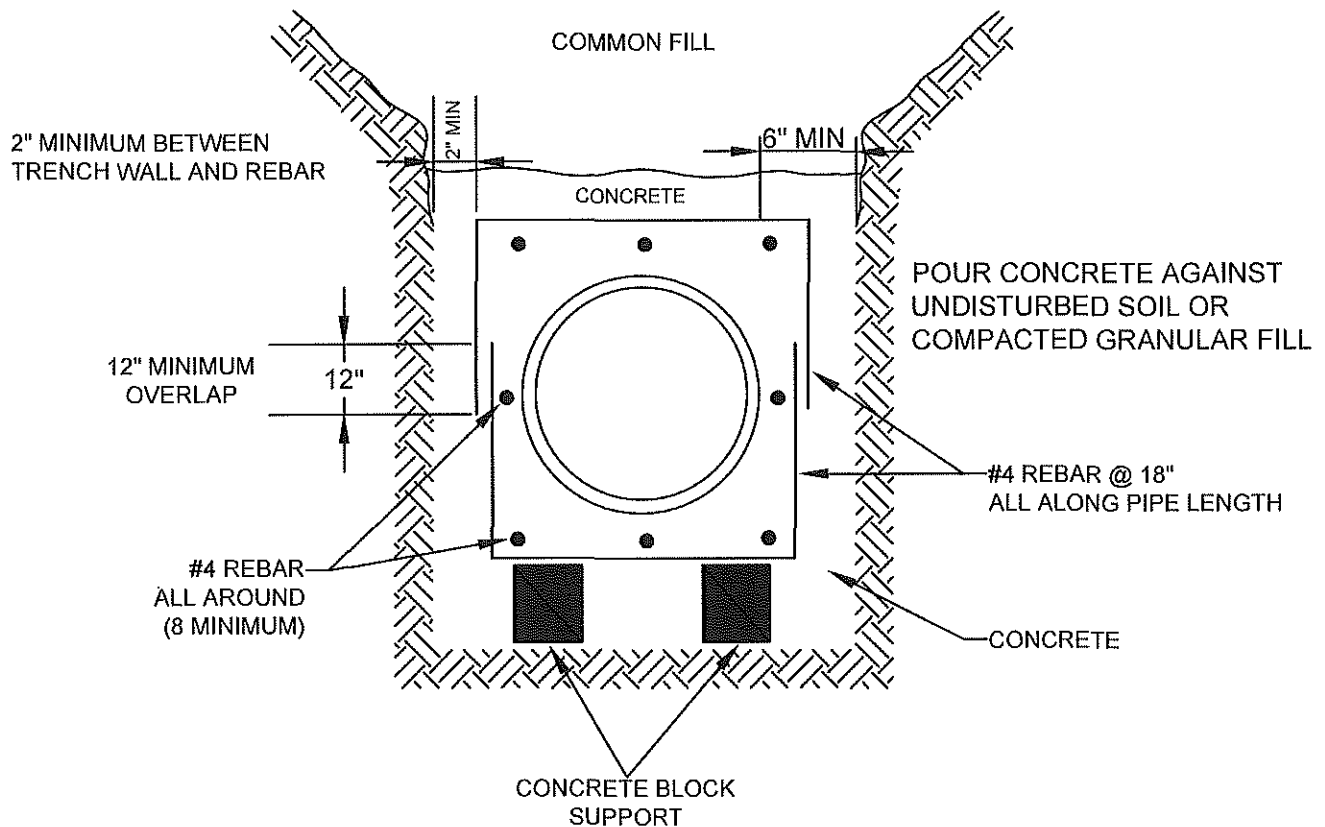
APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-3



NOTES:

- 1) CONCRETE SHALL BE 3000 P.S.I. MINIMUM 28 DAYS STRENGTH (4" SLUMP).
- 2) SUPPORT PIPE AND REBAR CAGE ON CONCRETE BRICKS DURING CONCRETE PLACEMENT.
- 3) CONCRETE ENCASUREMENT SHALL BE TERMINATED AT PIPE JOINTS ONLY.

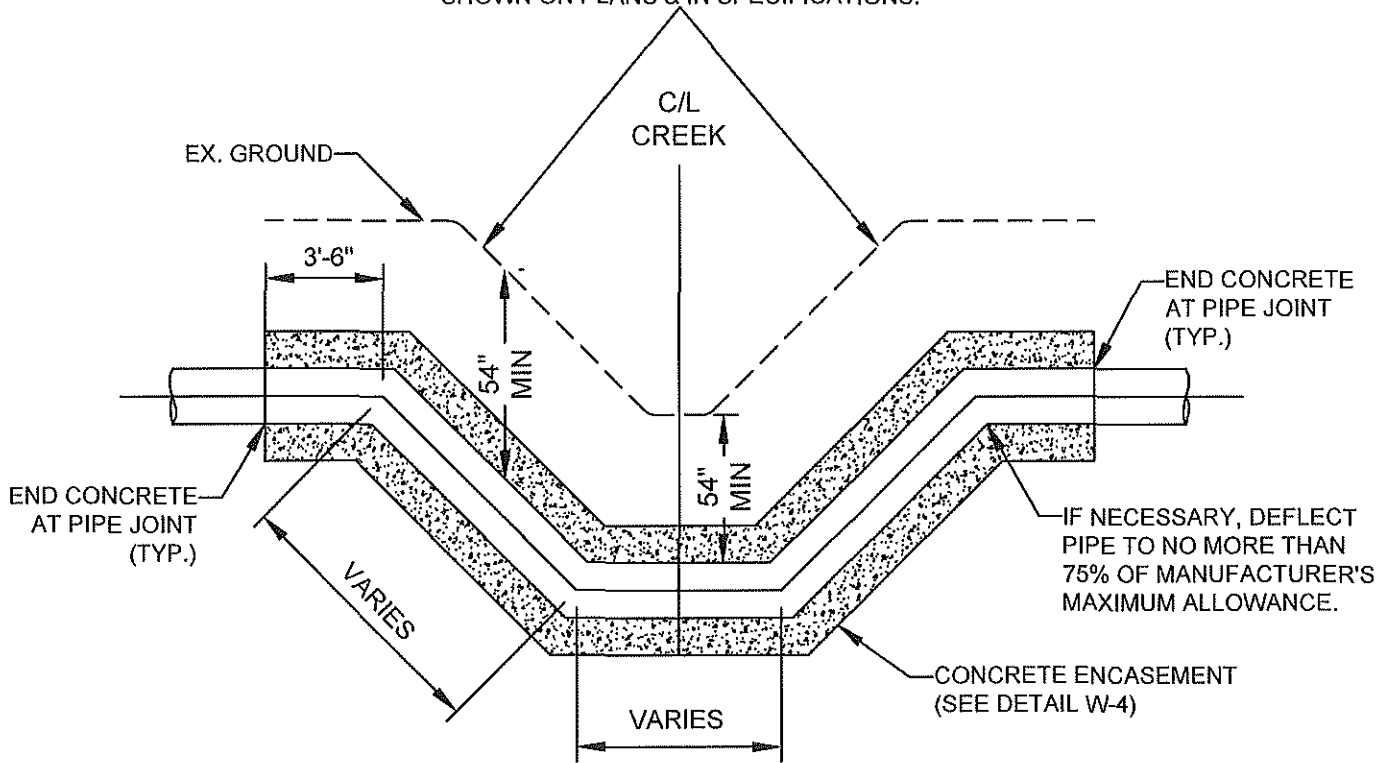
FULL CONCRETE ENCASUREMENT

APPROVED/REVISED
MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-4

ROCK CHANNEL PROTECTION AS SHOWN ON PLANS & IN SPECIFICATIONS.



NOTES:

- 1) ALL PIPE IN CREEK CROSSINGS TO BE RESTRAINED JOINT, PER STANDARD NUMBER W-18.
- 2) WATERMAIN ENCASEMENT TO BE USED ONLY WHEN SPECIFIED ON PLANS.

WATERMAIN ENCASEMENT AT CREEK CROSSING

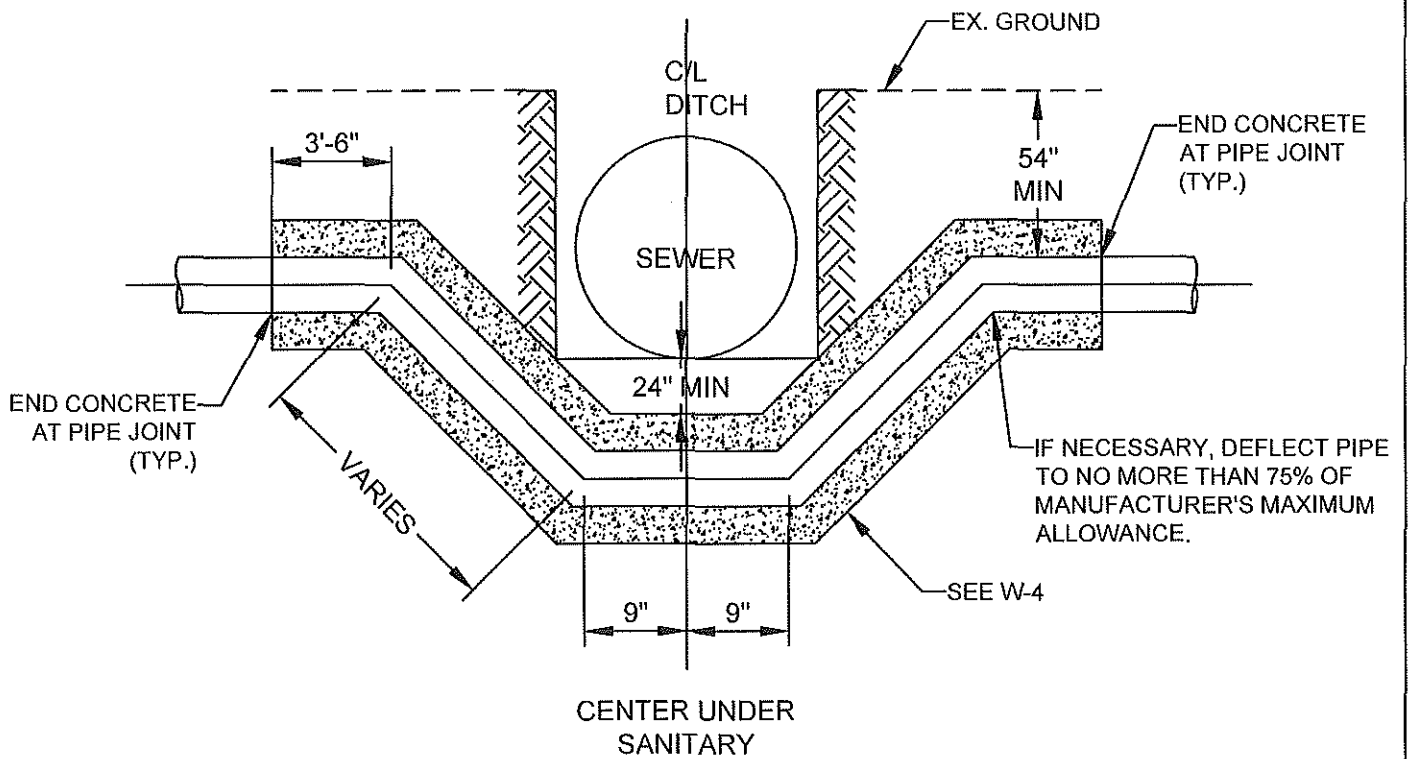
APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-5



NOTE:
 WATERMAIN ENCASEMENT TO BE USED ONLY WHEN SPECIFIED ON PLANS.

ALL PIPE IN SEWER CROSSINGS TO BE RESTRAINED JOINT, PER STANDARD NUMBER W-18

WATERMAIN ENCASEMENT AT SEWER CROSSING

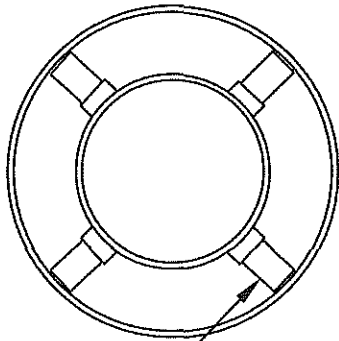
APPROVED/REVISED
 MAY, 2023

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-6

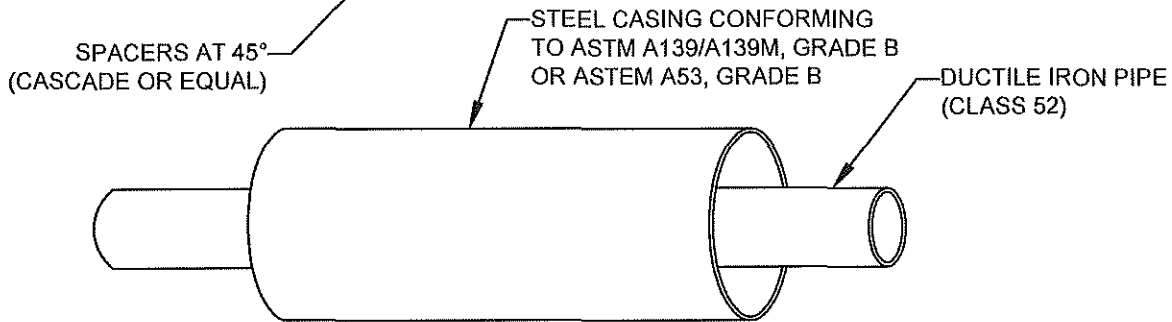
WATER PIPE SIZE - CARRIER PIPE SIZE (O.D.)-THICKNESS

4"	10"	1/4"
6"	12"	3/8"
8"	18"	3/8"
10"	20"	3/8"
12"	24"	1/2"
16"	24"	1/2"
20"	30"	1/2"
24"	36"	1/2"



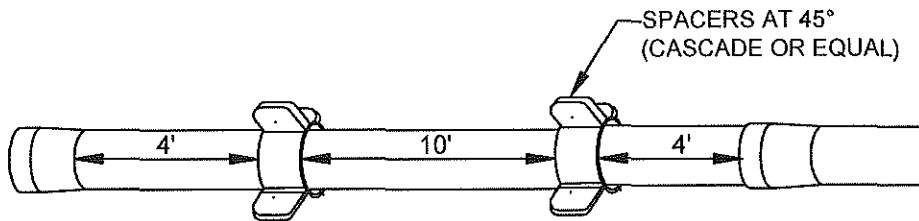
SO THAT PIPE WILL BE CENTERED IN CARRIER PIPE, THE FOLLOWING INFORMATION IS NEEDED:

1. TYPE & O.D. OF PIPE
2. TYPE OF JOINT/RESTRAINT
3. TYPE & I.D. OF CASING
4. 2 SPACER PER LENGTH OF PIPE (18")
(SEE STANDARD PLACEMENT BELOW)



NOTE:

1. RESTRAINED JOINT TO BE USED WITHIN LIMITS OF CASING
2. PACK END OF CASING WITH CONCRETE OR GRAVEL
3. CASING SPACER TO BE USED THRU CARRIER PIPE



RECOMMENDED STANDARD PLACEMENT

WATERMAIN IN CASING

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

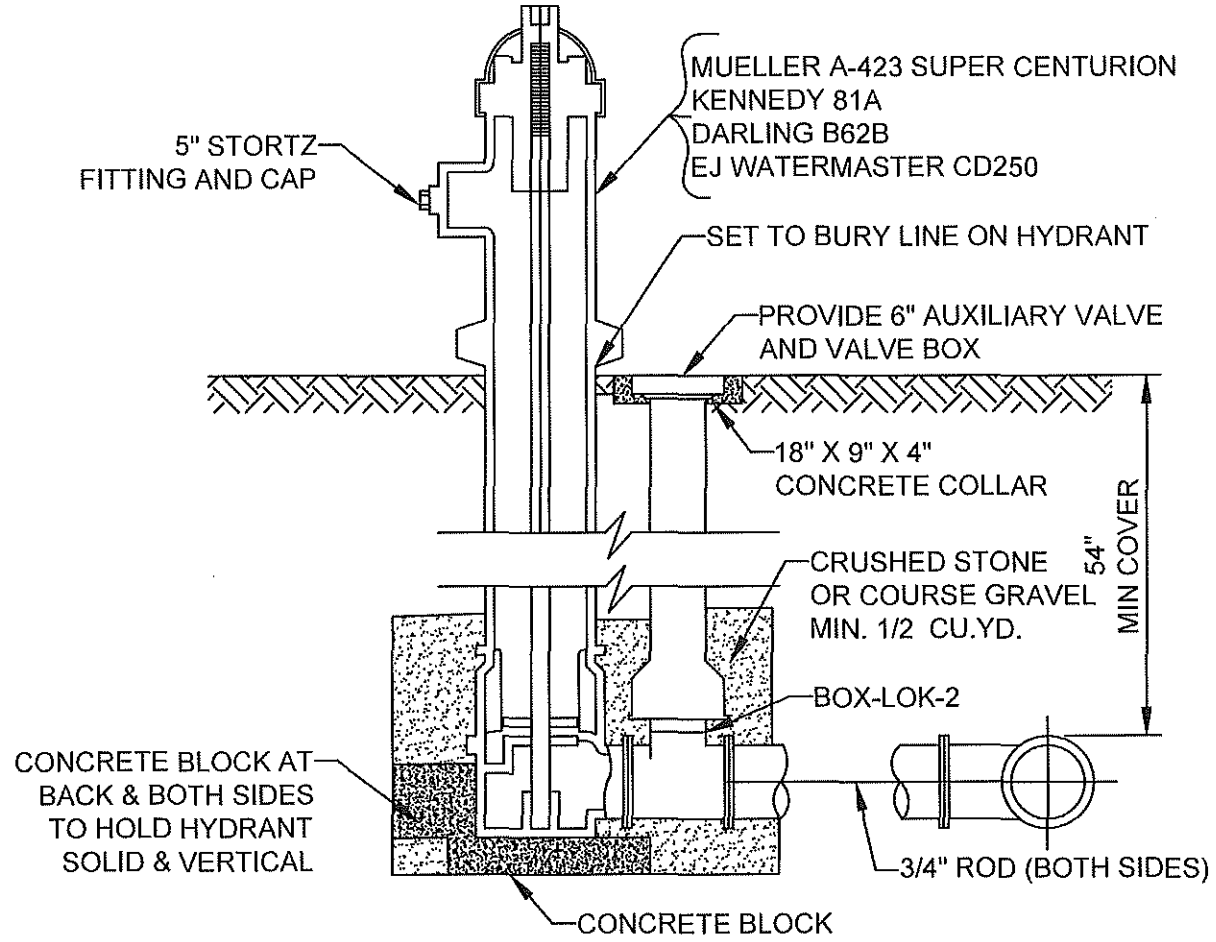
STANDARD NUMBER

W-7

W.M.	F.H. BURIAL DEPTH
6"	5'-0"
8"	5'-0"
10"	5'-0"
12"	5'-0"
16"	5'-6"
18"	5'-6"
20"	5'-6"

ALL FIRE HYDRANTS AND HYDRANT VALVES MUST OPEN LEFT.

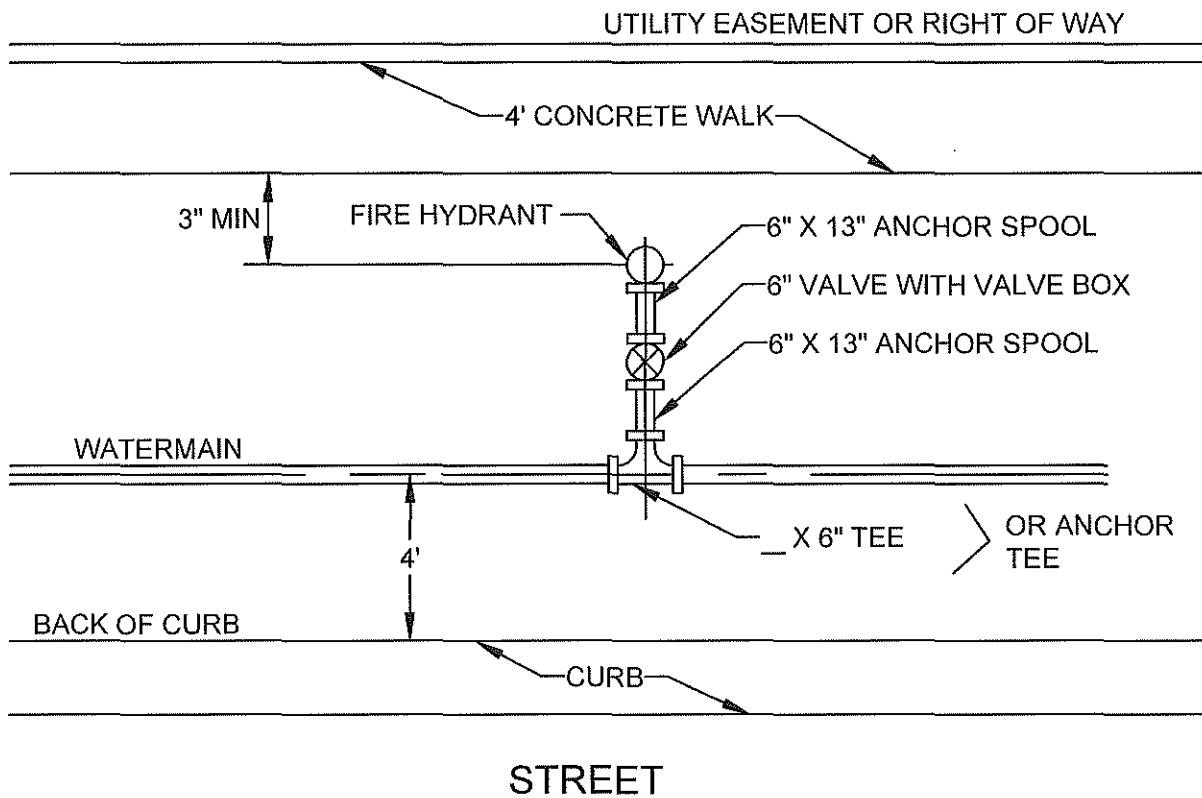
ALL HYDRANTS TO BE 5 1/4" BRONZE TO BRONZE SEAT



1. ALL VALVES MUST BE RESILIENT SEATED.
2. APPROVED VALVE TYPES: CLOW, DRESSER & AMERICAN DARLING. MUST CONFORM TO AWWA C509.
3. RODDING SHALL NOT BE REQUIRED IF ANCHOR FLANGES (SPOOLS) ARE USED.
4. HYDRANTS TO BE EQUIPPED WITH PRE-ATTACHED 4.5" NST PUMPER CONNECTION WITH A 5" STORTZ FITTING AND CAP.

HYDRANT SETTING

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER W-8
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NOTES:

1. HYDRANT, VALVE, BEND & TEE TO BE CLOSE COUPLED (USE RESTRAINED JOINTS).
2. HYDRANT AND VALVE MUST BE A MINIMUM OF 3' FROM ANY PAVED SURFACE.
3. ALL VALVES MUST BE RESILIENT SEATED.
4. APPROVED VALVE TYPES: CLOW, DRESSER & AMERICAN DARLING. MUST CONFORM TO AWWA C509.
5. RODDING SHALL NOT BE REQ'D IF ANCHOR FLANGES (SPOOLS) ARE USED.
6. HYDRANTS TO BE EQUIPPED WITH PRE-ATTACHED 4.5" NST PUMPER CONNECTION WITH A 5" STORTZ FITTING AND CAP.

FIRE HYDRANT ARRANGEMENT

APPROVED/REVISED

JUNE, 2012

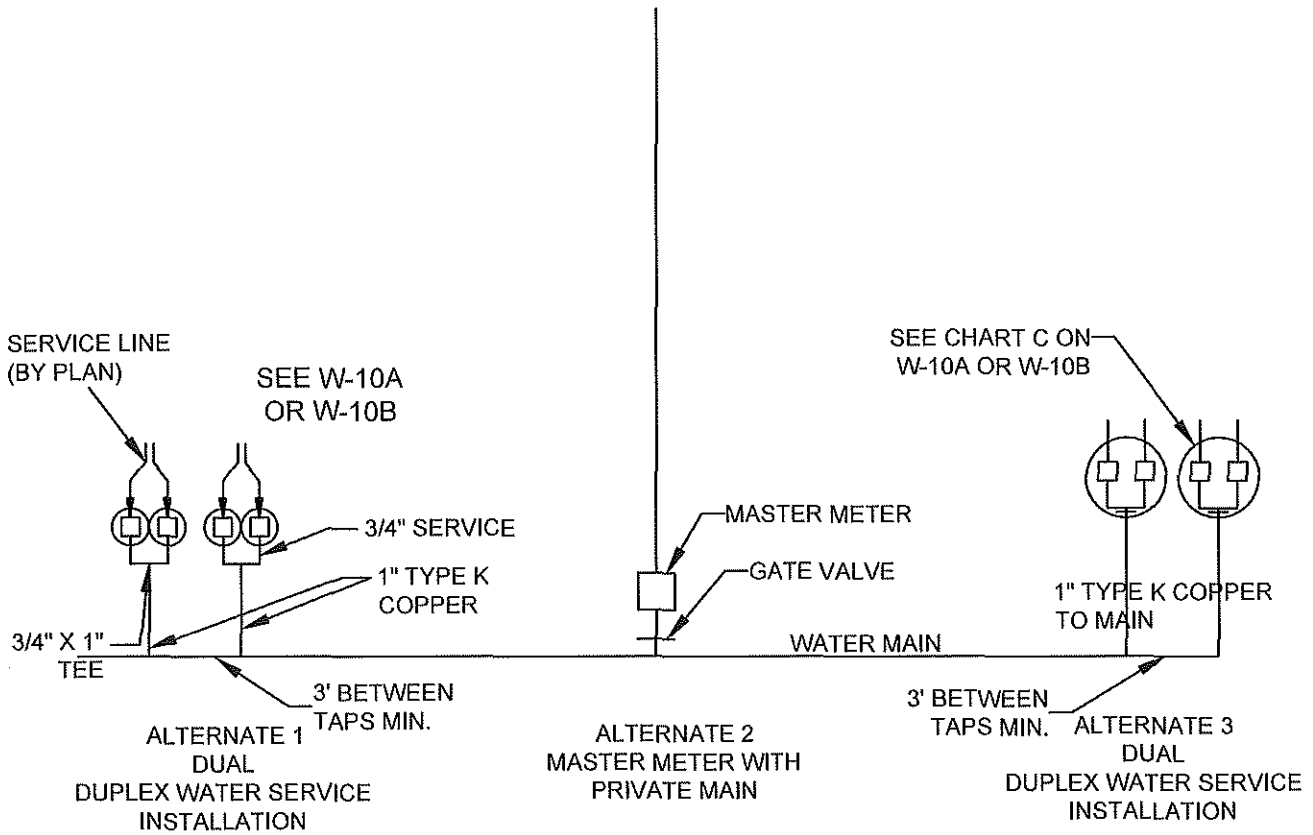
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-9

NOTES:

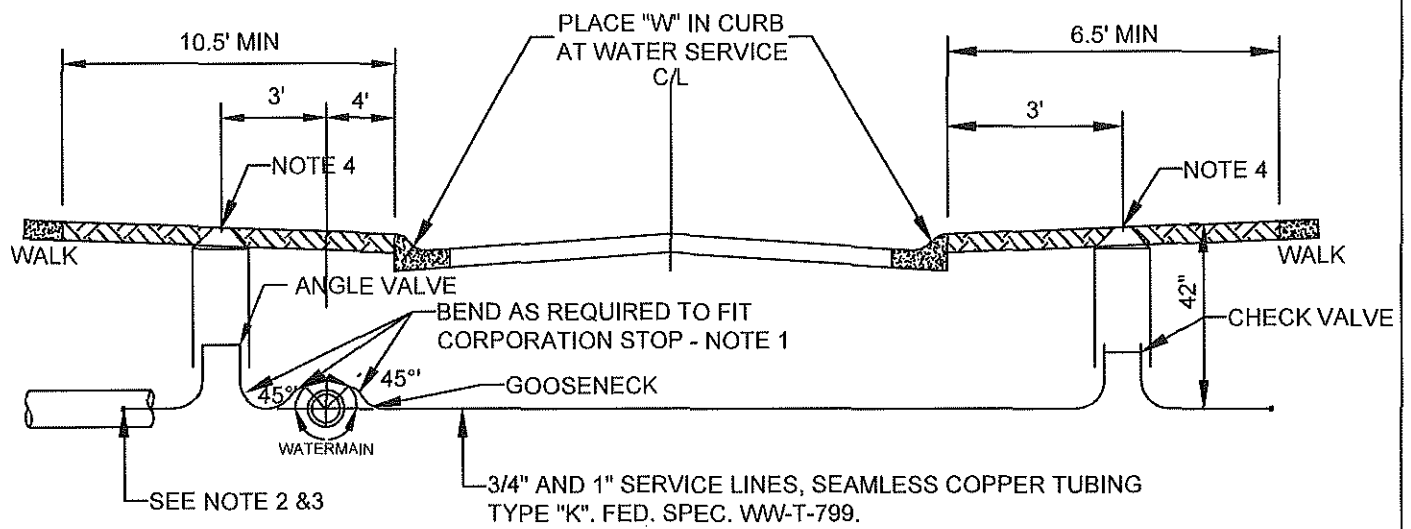
1. PRIVATE MAIN APPLICATION MUST BE ACCOMPANIED BY MAINTENANCE AGREEMENT IN PROPER FORM.
2. MULTIPLE SERVICES LINES ON SINGLE TAPS SHALL BE APPROVED BY THE COUNTY ON A CASE-BY-CASE BASIS.



(TYPICAL LAYOUT)
 WATER METER SEE W-10A, W-10B, W-14, W-15A AND W-15B

MULTIPLE WATER SERVICE CONNECTIONS

<p>APPROVED/REVISED</p> <p>MAY, 2023</p>	<p>WARREN COUNTY STANDARD DETAILS</p> <p>DEPARTMENT OF WATER & SEWER</p>	<p>STANDARD NUMBER</p> <p>W-11</p>
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3/4" AND 1" SERVICE LINES, SEAMLESS COPPER TUBING TYPE "K". FED. SPEC. WW-T-799.

OR

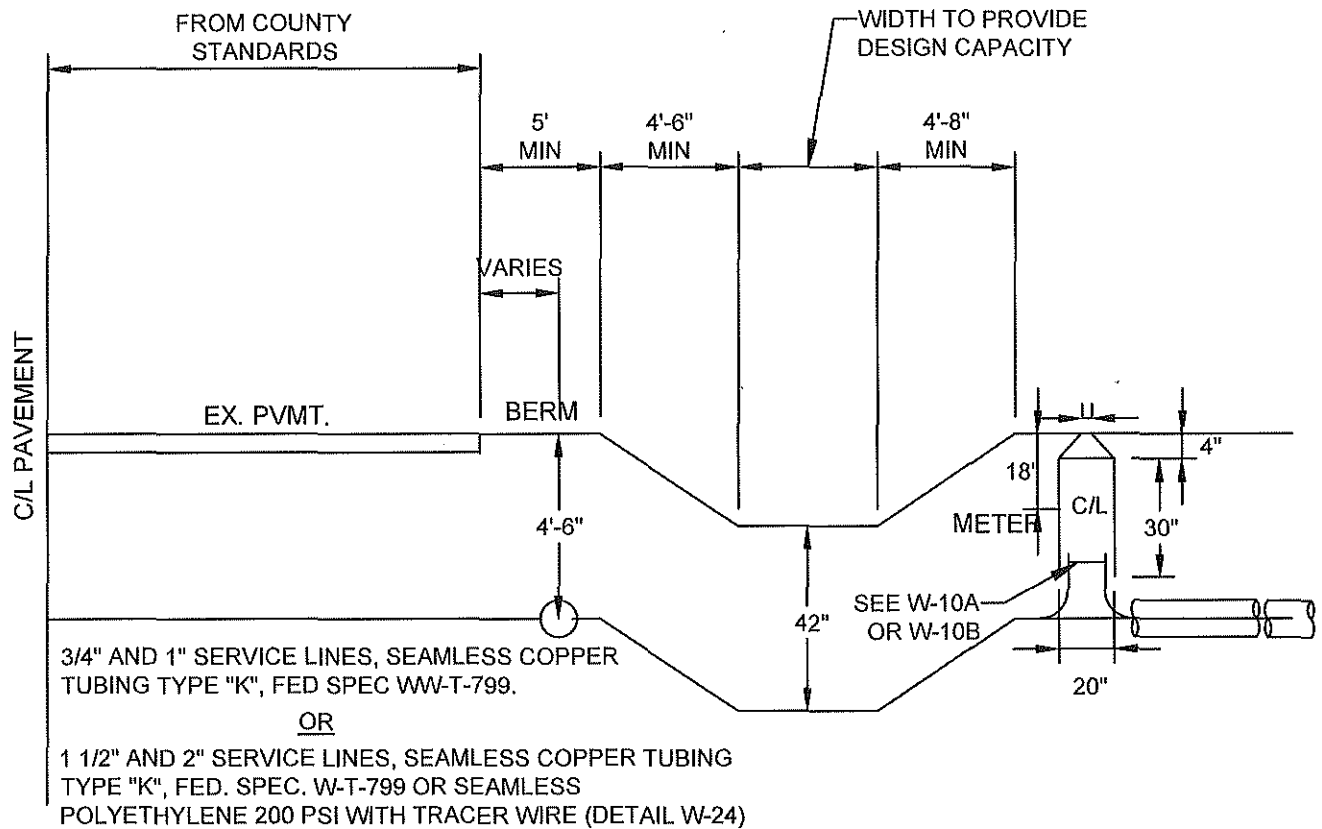
1 1/2" AND 2" SERVICES LINES, SEAMLESS COPPER TUBING TYPE "K" FED. SPEC. W-T-799 OR SEAMLESS POLYETHYLENE 200 PSI WITH TRACER WIRE (DETAIL W-24)

NOTES:

- 1) CORPORATION STOP TO BE CAST BRASS OR BRONZE. SEE W-10A OR W-10B.
- 2) ON THE SIDE OF THE ROAD WITH THE WATER MAIN, PLASTIC TUBING SHALL BE 20' +/- LONG AND EXTEND 23' BEHIND CURB TO CLEAR TELEPHONE AND ELECTRIC EASEMENTS.
- 3) CONTRACTOR SHALL PLACE 2"X4" OR LARGER POSTS, PAINTED BLUE AT BOTH ENDS OF PLASTIC CONDUIT.
- 4) CONTRACTOR SHALL INSTALL A REBAR 5' LONG VERTICALLY AT ANGLE VALVES.
- 5) WATER MAIN WITHIN 3' OF BACK OF CURB MUST HAVE CDF BACKFILL.

TYPICAL WATER SYSTEM DETAIL

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER W-12
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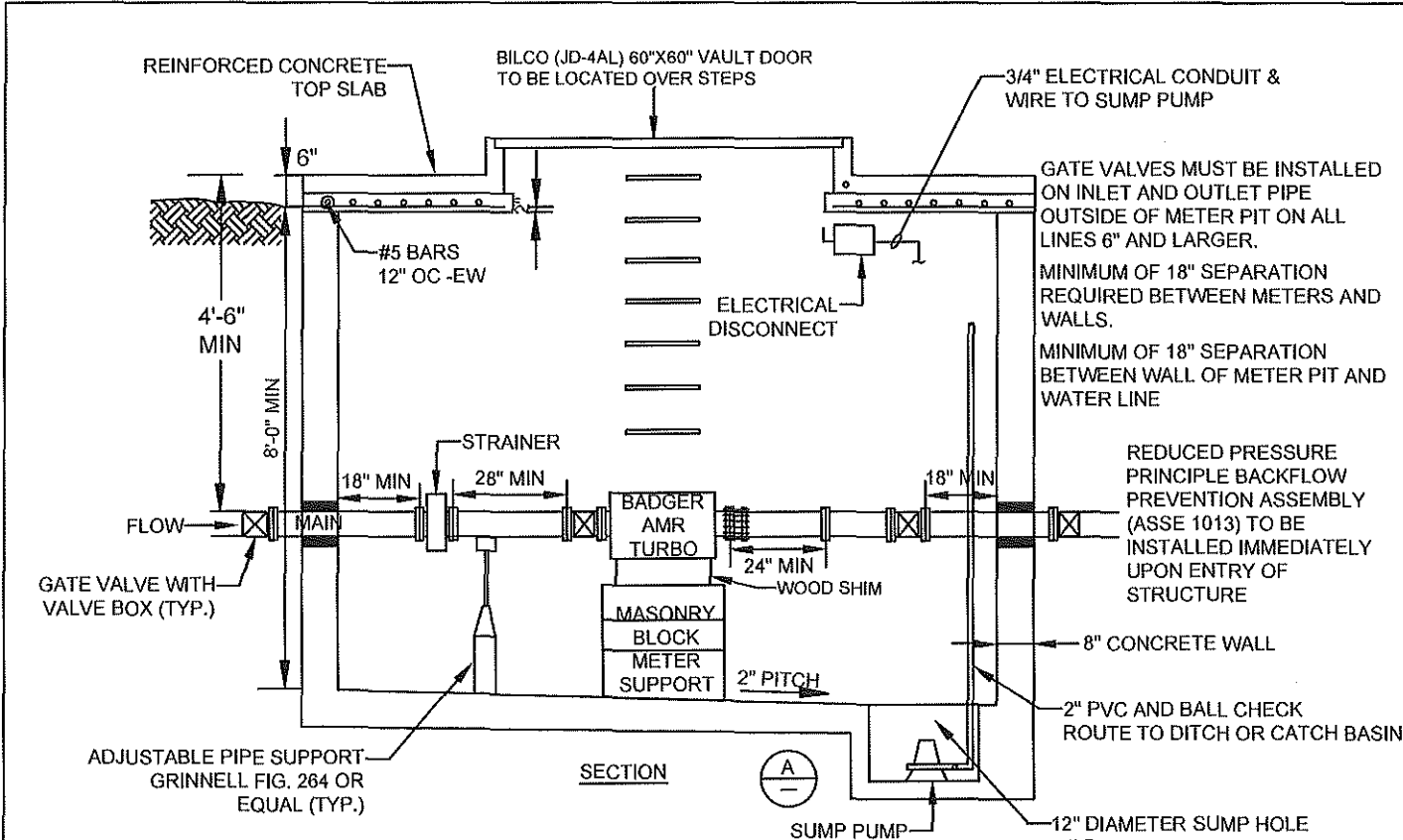


NOTES:

- 1) CORPORATION STOP TO BE CAST BRASS OR BRONZE. SEE W-10A OR W-10B.
- 2) PLASTIC CONDUIT (2" ID) SHALL BE 20' +/- LONG AND EXTEND A MINIMUM OF 2' INTO THE LOTS TO CLEAR UTILITY EASEMENTS.
- 3) CONTRACTOR SHALL PLACE 2"X4" OR LARGER POSTS, PAINTED BLUE AT BOTH ENDS OF PLASTIC CONDUIT.
- 4) CONTRACTOR SHALL INSTALL A REBAR 5' LONG VERTICALLY AT ANGLE VALVES.
- 5) WATER MAIN WITHIN 3' OF BACK OF CURB MUST HAVE CDF BACKFILL.

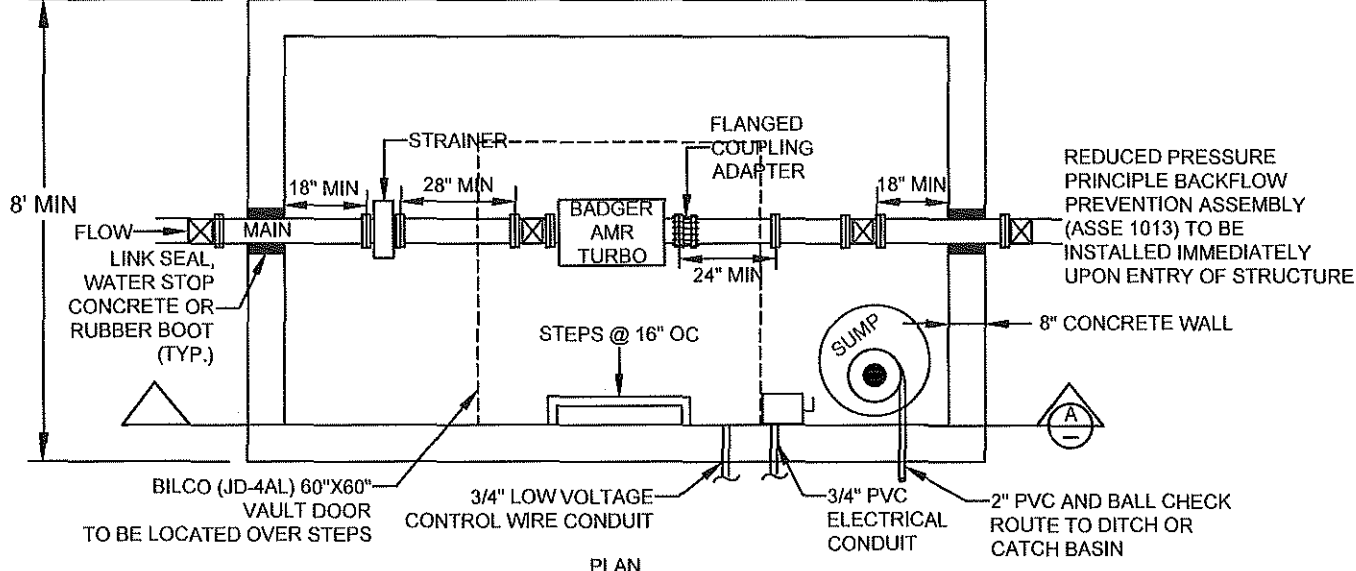
DITCH AND METER LOCATION

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER W-13
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SECTION

	Meter Size	Min Pit Length
WATERPROOF EXTERIOR WALLS	8"	16' - 6"
	6"	14' - 9"
	4"	12' - 2"
	3"	11' - 8"



PLAN

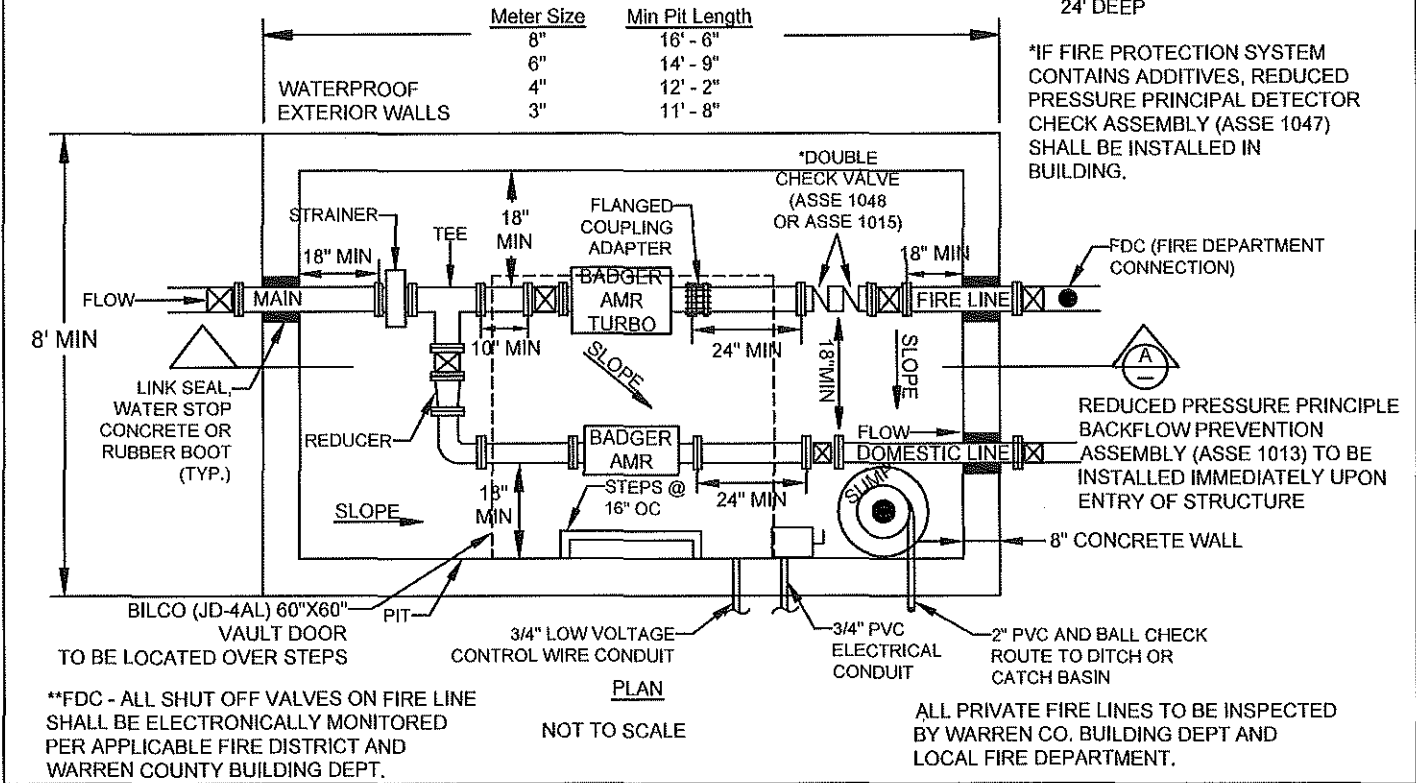
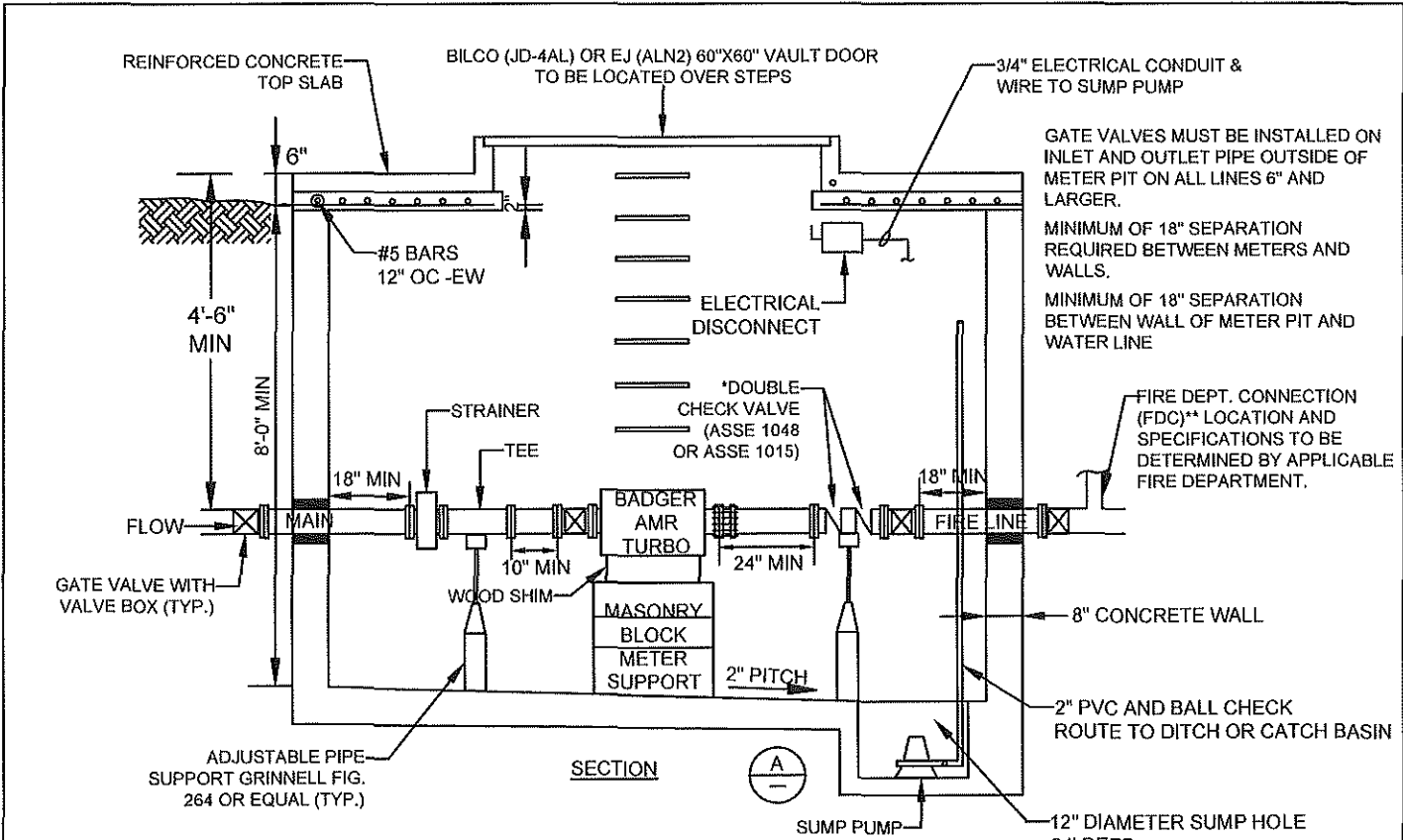
NOT TO SCALE

LARGE DOMESTIC WATER METER PIT

APPROVED/REVISED
MAY, 2023

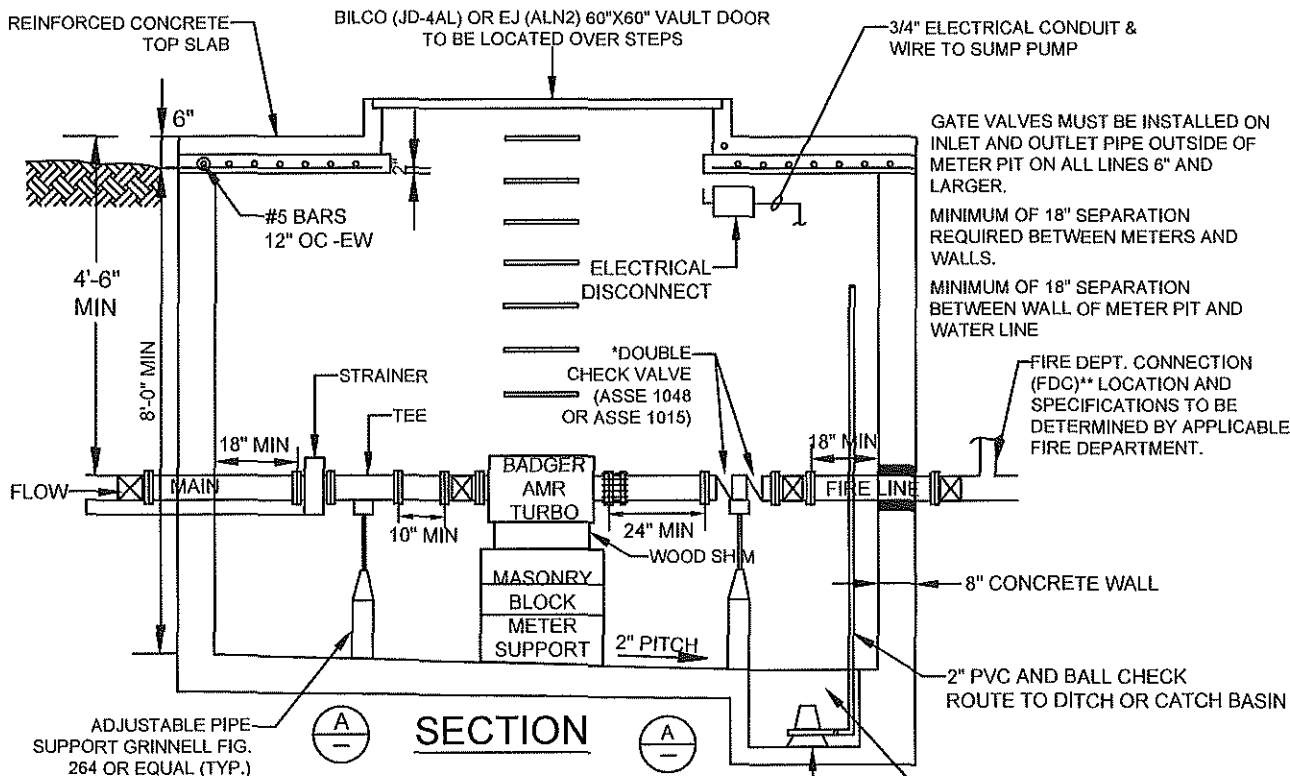
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-14

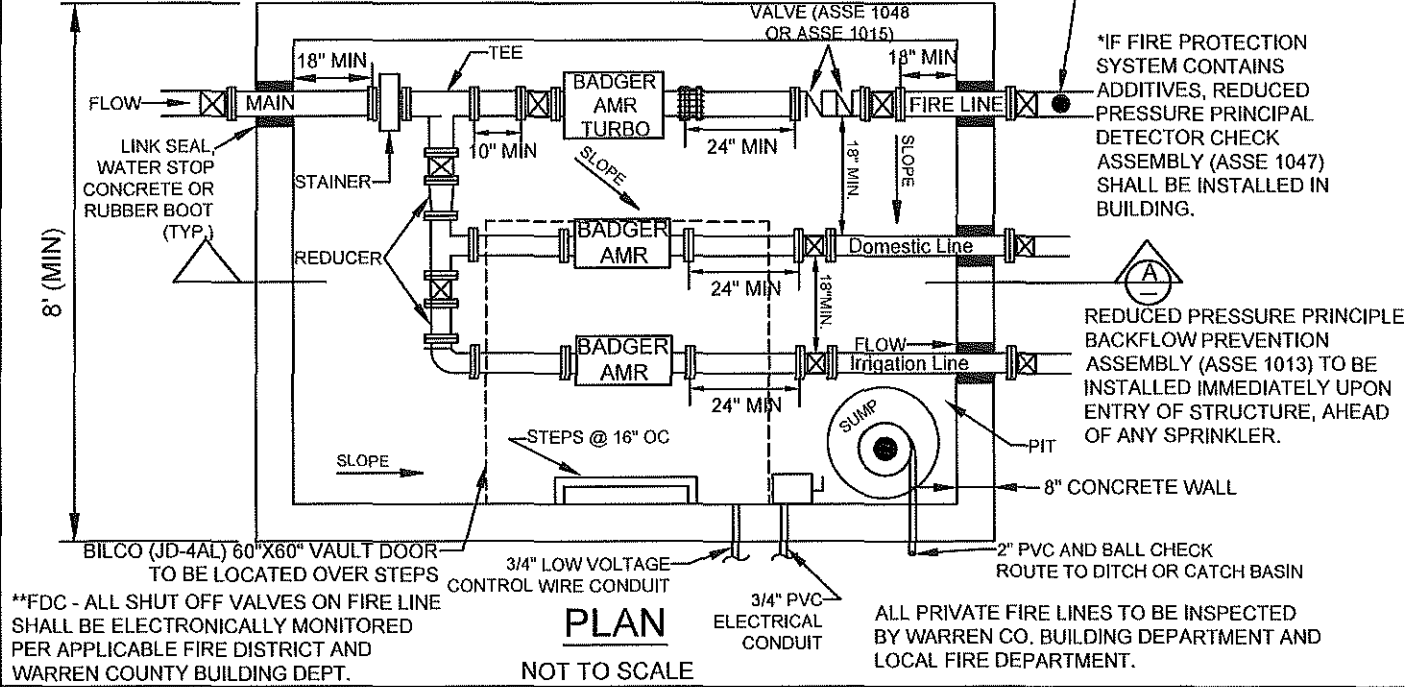


LARGE WATER METER PIT W/ FIRE LINE W/ FDC & DOMESTIC LINE

<p>APPROVED/REVISED</p> <p>MAY, 2023</p>	<p>WARREN COUNTY STANDARD DETAILS</p> <p>DEPARTMENT OF WATER & SEWER</p>	<p>STANDARD NUMBER</p> <p>W-15A</p>
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Meter Size	Min Pit Length
8"	16' - 6"
6"	14' - 9"
4"	12' - 2"
3"	11' - 8"

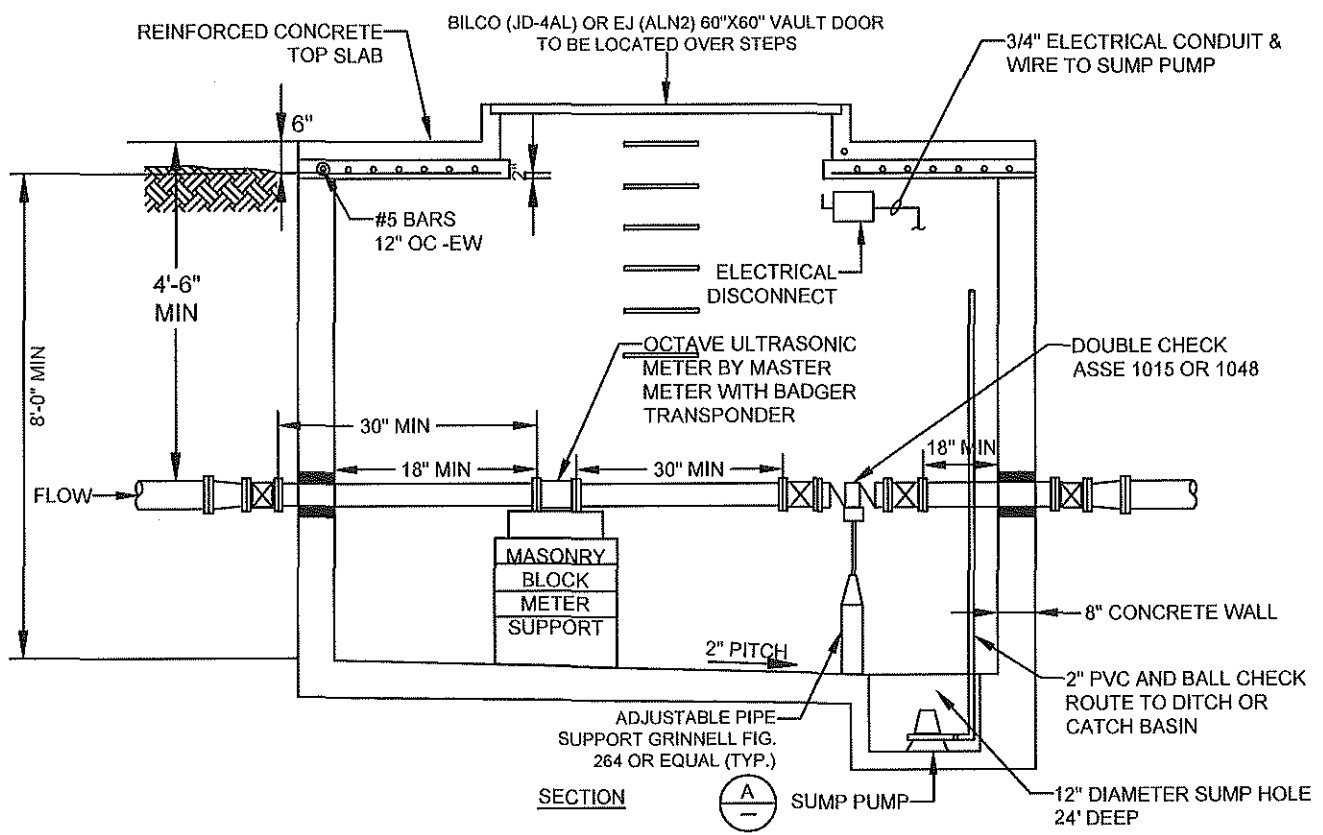


LARGE WATER METER PIT W/ FIRE LINE, DOMESTIC LINE & IRRIGATION LINE

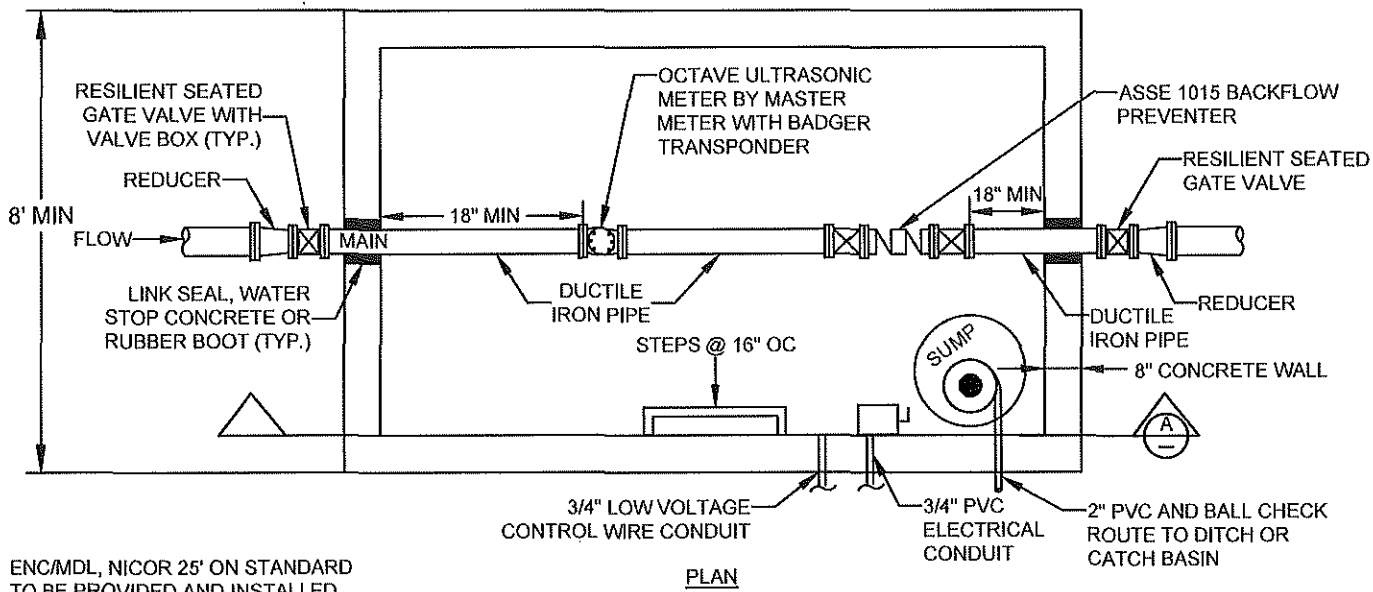
APPROVED/REVISED
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-15B



	Meter Size	Min Pit Length
WATERPROOF EXTERIOR WALLS	8"	12' - 6"
	6"	12' - 0"



ENC/MDL, NICOR 25' ON STANDARD TO BE PROVIDED AND INSTALLED.

NOT TO SCALE

COMBINATION FIRE/DOMESTIC METER PIT

APPROVED/REVISED
 MAY, 2023

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-15C

GATE VALVES - AWWA RESILIENT SEATED WITH CAST IRON BODY, BRONZE MOUNTED, FLANGED CONNECTIONS, NONRISING STEM, FUSION EPOXY COATING, 400 PSI HYDROSTATIC RATED.

FLANGED COUPLING

ADAPTORS - FLANGED ADAPTOR CONNECTIONS FOR PLAIN END PIPE AT FITTINGS AND VALVES SHALL BE DRESSER STYLE 127 OR 128, OR EQUAL.

VAULT DOOR - 60" X 60" DOUBLE LEAF ALUMINUM DIAMOND PLATE WITH HOLD OPEN ARM LOCKS. GREEN SPACE AREA HATCHES RATED FOR 300 PSF. TRAFFIC AREAS SHALL BE AASHTO H-20. DOORS SHALL BE JD-4AL, JD-4AL H20 BY BILCO, EJ ALN2, OR EQUAL.

STRAINER - STRAINERS 6" OR SMALLER MUST BE BADGER BRONZE PLATE STRAINERS OR EQUAL. SCREENS MUST BE MADE OF NON-CORROSIVE 316 STAINLESS STEEL WITH 3/16" OR 1/4" PERFORATIONS. STRAINERS 8" OR LARGER MUST BE BADGER MODEL ML-MS PLATE STRAINERS OR EQUAL. SCREENS MUST BE MADE OF NON-CORROSIVE STAINLESS STEEL.

SUMP PUMP - SUBMERSIBLE PUMP WITH AUTOMATIC LEVEL CONTROL, 115V SINGLE PHASE, DISCHARGE 25 - 30 GPM AT 10 FT TDH. SUMP PUMP OPERATION AND MAINTENANCE IS THE RESPONSIBILITY OF THE OWNER.

PIPING - ALL PIPING 3" AND LARGER SHALL BE CLASS 52 DUCTILE IRON WITH FLANGED FITTINGS. PIPING SMALLER THAN 3" SHALL BE THREADED STEEL. DOMESTIC AND SPRINKLER LINES SHALL BE TYPE K COPPER THROUGH THE VAULT.

BACKFLOW

PREVENTER - FIRE: ASSE 1048 DOUBLE CHECK DETECTOR OR ASSE 1015 DOUBLE CHECK VALVE. ASSE 1047 REDUCED PRESSURE PRINCIPLE DETECTOR IF ADDITIVES IN SYSTEM. ASSE 1047 TO BE INSTALLED IN THE BUILDING.

1. ASSE 1015 & 1048 AND NSF/ANSI 61 APPROVED MODELS:
 - A. ZURN WILKINS, MODEL 350, 350A, 250AST, 250DA, 250ADA, 350ASTDA, 450, OR 450 DA.
 - B. WATTS, SERIES 757, 757N, LF709, 774, LF757DCDA, LF757NDCDA, OR 774DCDA.
2. ASSE 1047 AND NSF/ANSI 61 APPROVED MODELS:
 - A. ZURN WILKINS MODEL 375DA, 375ADA, 374ASTDA, 475DA, OR 475 DAN.
 - WATTS, SERIES 909RPDA, 994RPDA, OR LF957RPDA.

DOMESTIC: ASSE 1013 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED IMMEDIATELY UPON ENTRY OF STRUCTURE.

IRRIGATION: ASSE 1013 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY INSTALLED IMMEDIATELY UPON ENTRY OF STRUCTURE AND BEFORE ANY SPRINKLERS.

THE OPERATION AND MAINTENANCE OF ALL BACKFLOW PREVENTERS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

LARGE WATER METER PIT EQUIPMENT SCHEDULE

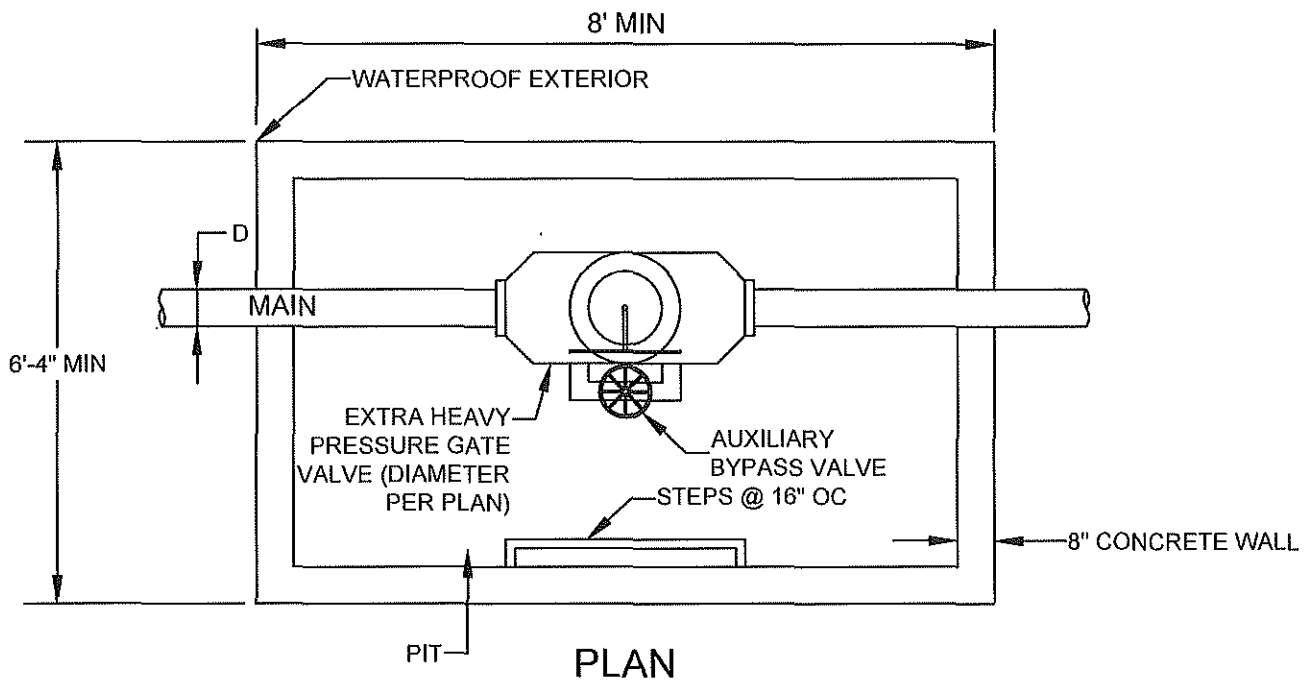
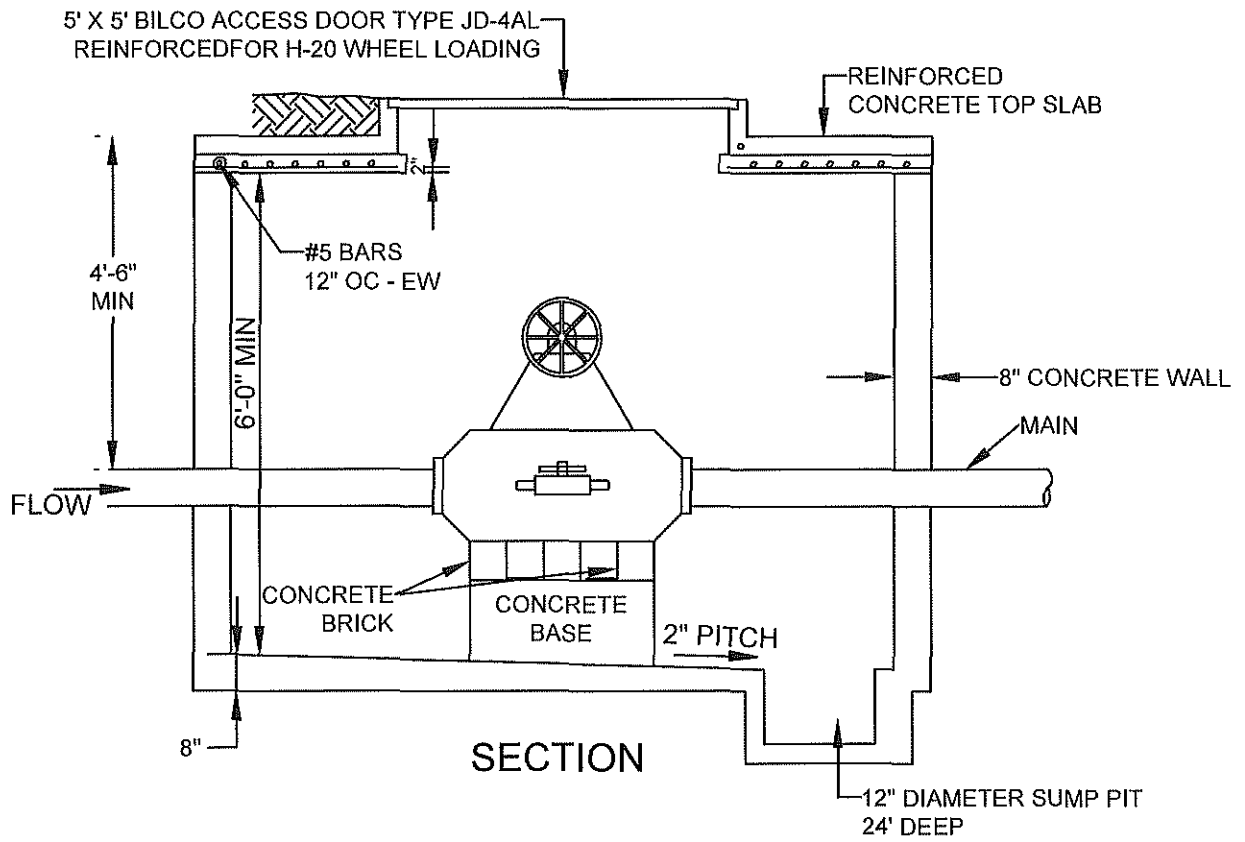
APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-15D



VALVE PIT

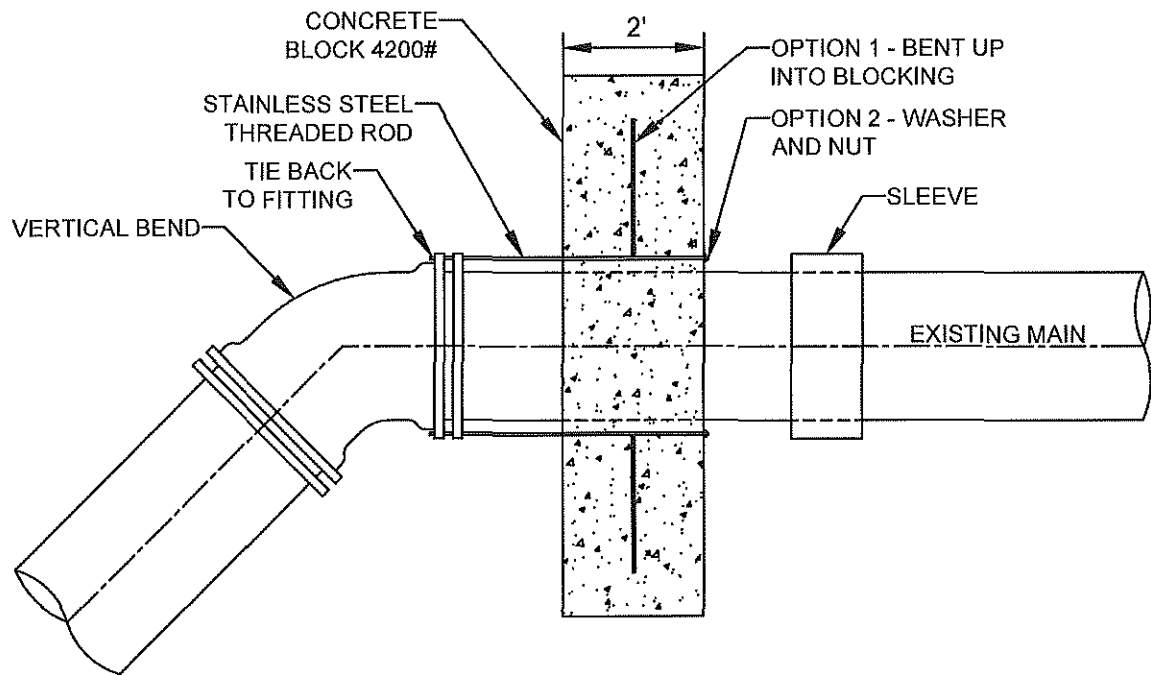
APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-16



VERTICAL BEND RESTRAINT - BLOCK DETAIL

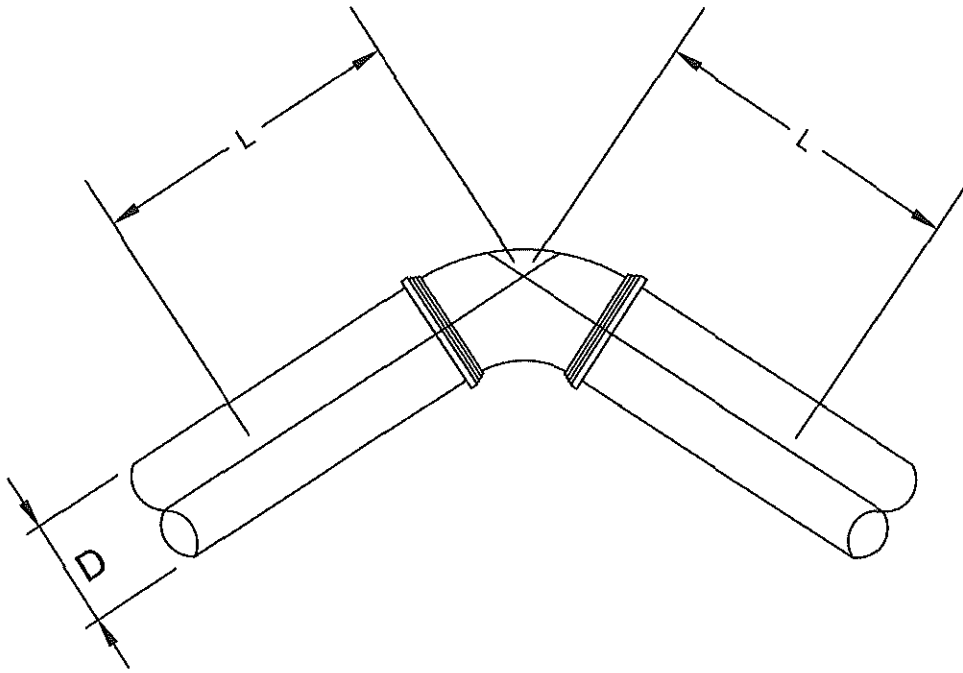
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MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-17



MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:

- MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE
- US TR FLEX OR AMERICAN FLEX RING ~ ALL SIZES OF PIPE
- MJ FIELD LOCKS ~ < 24" PIPE

TABLE
 REQUIRED LENGTH OF RESTRAINED JOINTS
 D - DIAMETER OF PIPE
 L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

NOTES:

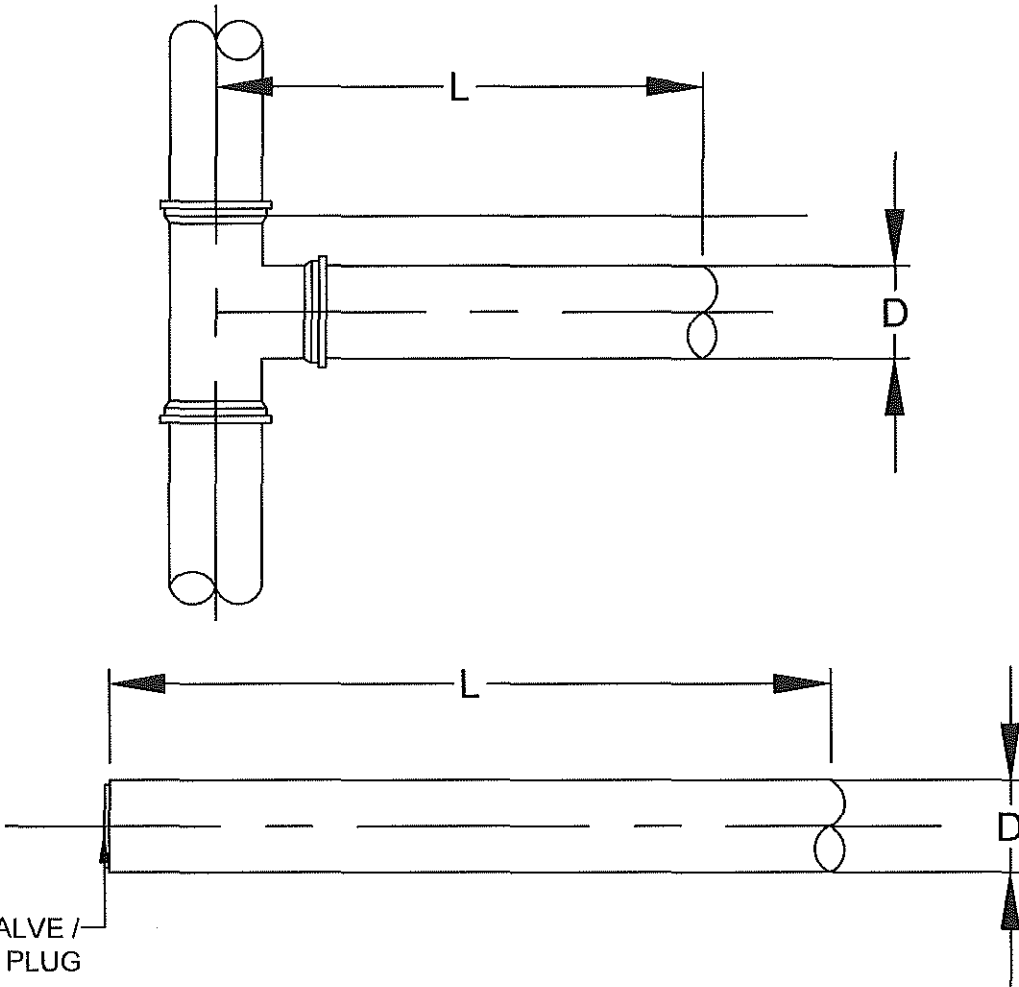
1. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE LABELED WITH STATIONING.
2. LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

REQUIRED RESTRAINED JOINTS FOR BENDS

APPROVED/REVISED
 MAY, 2023

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER
W-18



DEAD END VALVE /
CAP / PLUG

MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:
 MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE
 US TR FLEX OR AMERICAN FLEX RING ~ ALL SIZES OF PIPE
 MJ FIELD LOCKS ~ < 24" PIPE

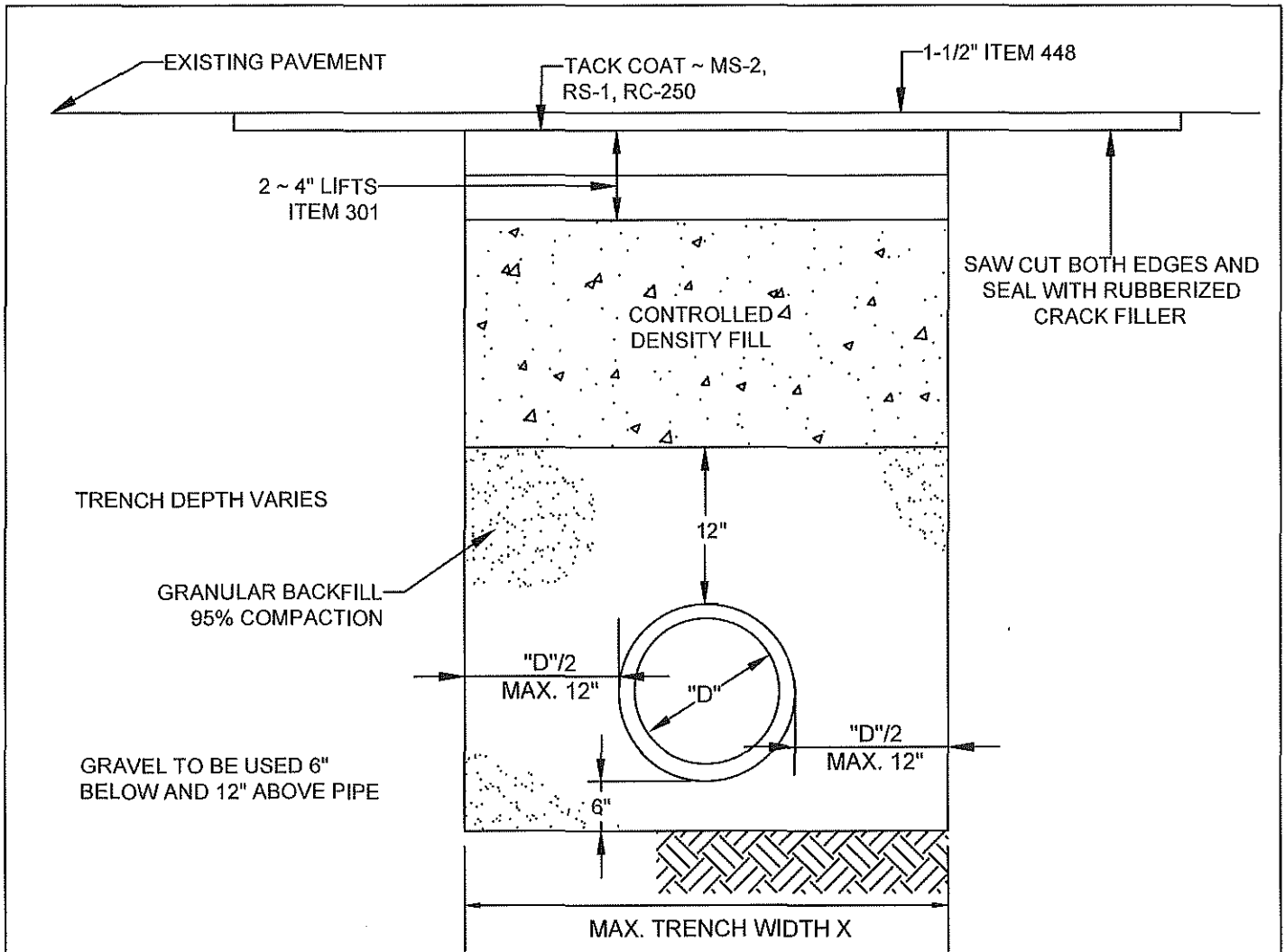
TABLE
 REQUIRED LENGTH OF RESTRAINED JOINTS
 D - DIAMETER OF PIPE
 L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

- NOTES:
- ALL DEAD END VALVES, PLUGS, CAPS AND TEES SHALL BE LABELED WITH STATIONING.
 - LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

**REQUIRED RESTRAINED JOINTS - DEAD END VALVES
 PLUGS, CAPS & TEES**

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER W-19
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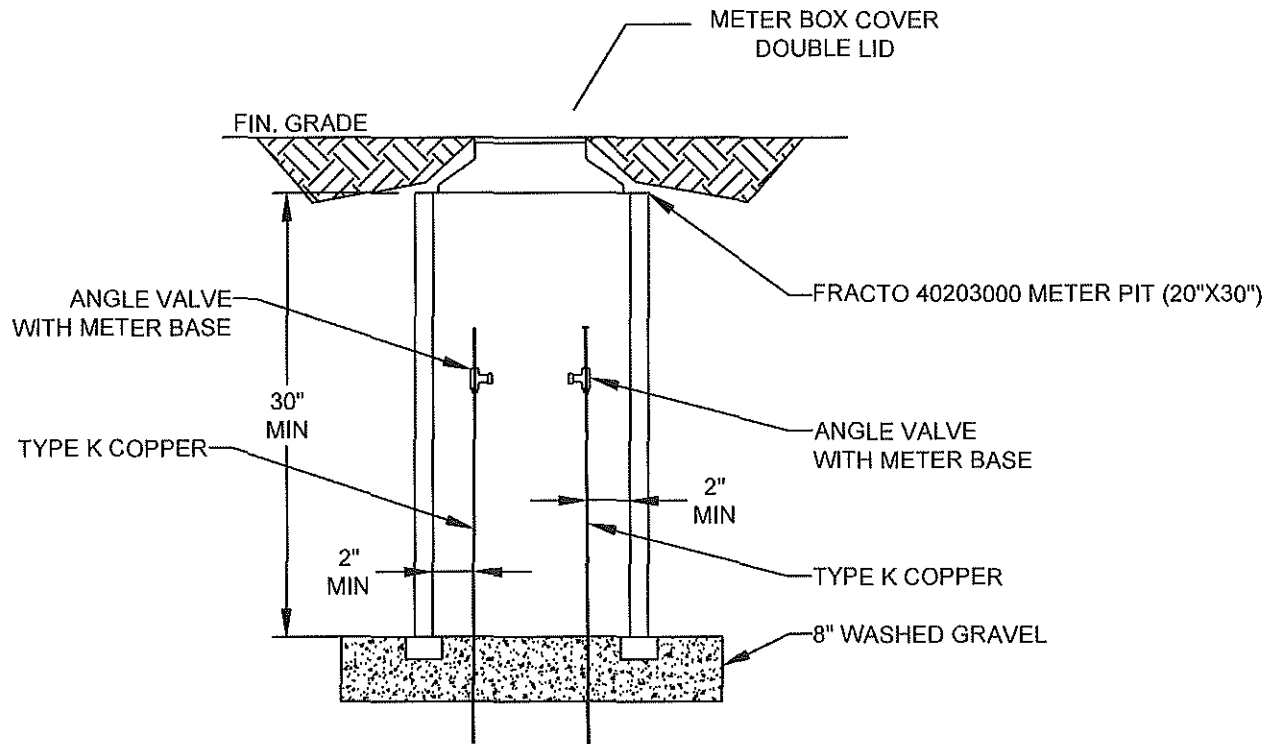


NOTES:

1. ALL DIMENSIONS ARE MINIMUM - ACTUAL TO BE PER COUNTY ENGINEER OR ODOT INSTRUCTIONS & PERMIT.
2. TRAFFIC MUST BE MAINTAINED AT ALL TIMES; LIGHTS, SIGNS, BARRICADES AND IF NECESSARY, FLAGMAN AN WATCHMEN TO BE ON JOB FOR PROTECTION OF THE PUBLIC. STREET PLATES MUST CONFORM TO COUNTY ENGINEER OR ODOT REQUIREMENTS.
3. FLASHFILL OR CONTROLLED DENSITY FILL TO A MINIMUM DISTANCE OF 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCH BACKFILL AND PAVEMENT RESTORATION MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATIONS.
4. EXISTING PAVEMENT AND EDGES SHALL BE NEATLY AND SQUARELY TRIMMED AND/OR MILLED. PAVEMENT MUST MATCH EXISTING ROAD THICKNESS OR AS SPECIFIED BY COUNTY ENGINEER OR ODOT.

**ROAD PAVEMENT CUT AND RESTORATION AT
ROADWAY CROSSING**

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER <b style="font-size: 2em;">W-20
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NOTE:

CONNECT ON BOTH SIDES OF MAIN LINE GATE VALVE WITH 3/4" TYPE K COPPER CORP STOPS. INSTALL METER PIT & LID WITH 3/4" TYPE K COPPER LINES A MINIMUM OF 18" BELOW METER LID. ONE (1) ANGLE VALVE WITH METER BASE SHALL BE INSTALLED ON BOTH LINES.

METER TEST PIT AT CREEK CROSSING

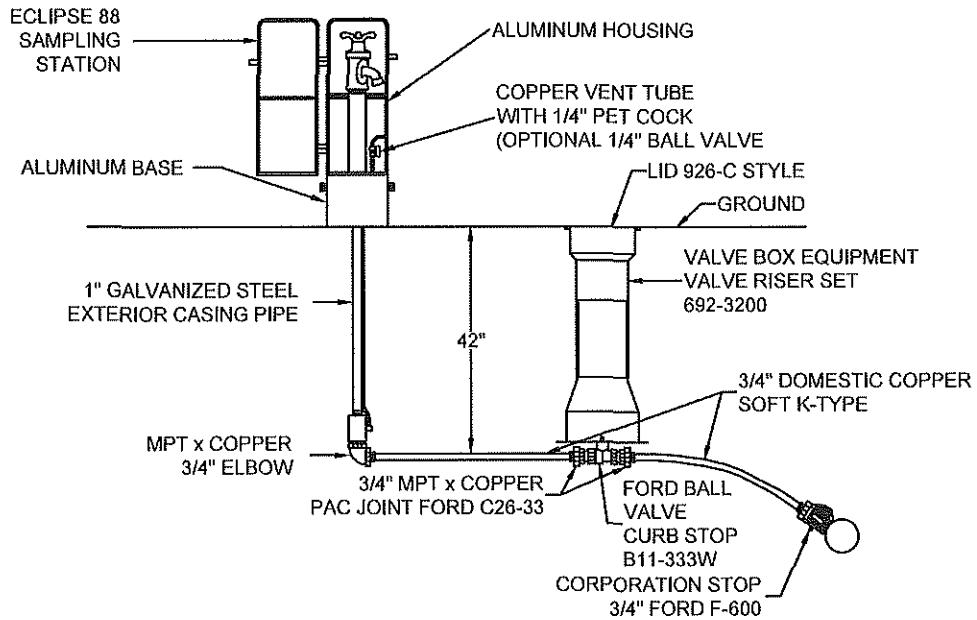
APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-21



SAMPLING STATION TO BE REQUIRED ON EVERY NEW PLATTED SUBDIVISION.

SAMPLING STATIONS SHALL BE BURIED 42", WITH A 3/4" FIP INLET AND A (3/4" HOSE OR UNTHREADED) NOZZLE.

ALL STATIONS SHALL BE ENCLOSED IN A LOCKABLE, NONREMOVABLE, ALUMINUM CAST HOUSING.

WHEN OPENED, THE STATION SHALL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.

ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING SHALL BE BRASS OR GALVANIZED.

A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.

ECLIPSE NO. #88 SAMPLING STATION SHALL BE MAUFACTURED BY KUPFERIA FOUNDRY, ST LOUIS, MO 63102.

SAMPLING STATION

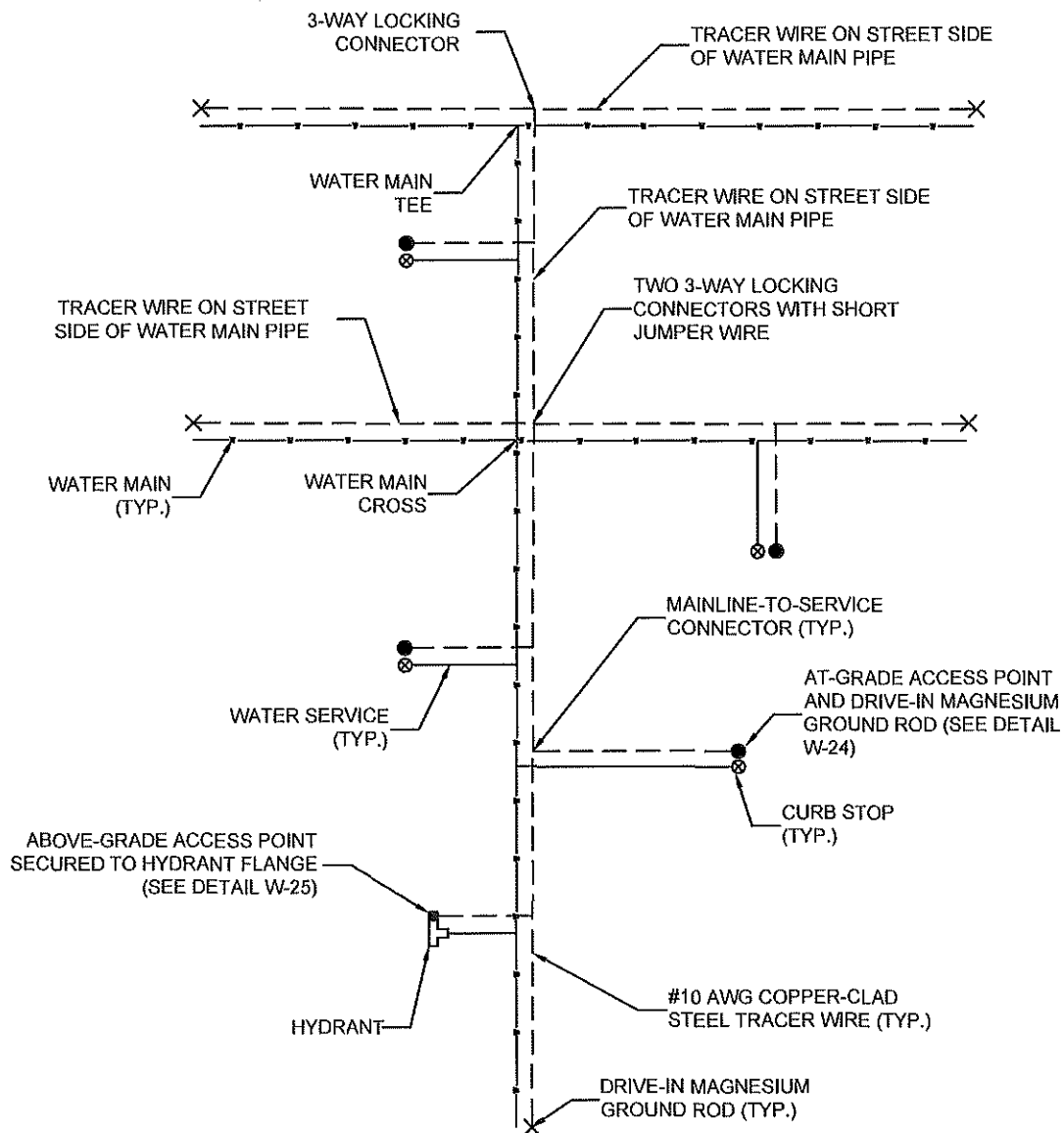
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MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-22



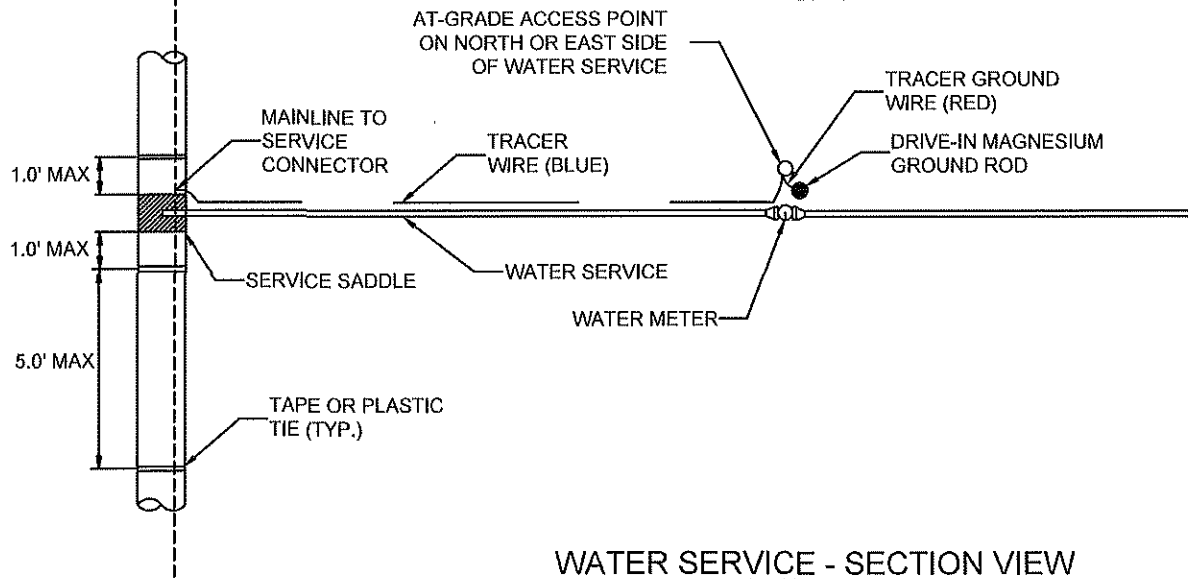
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.

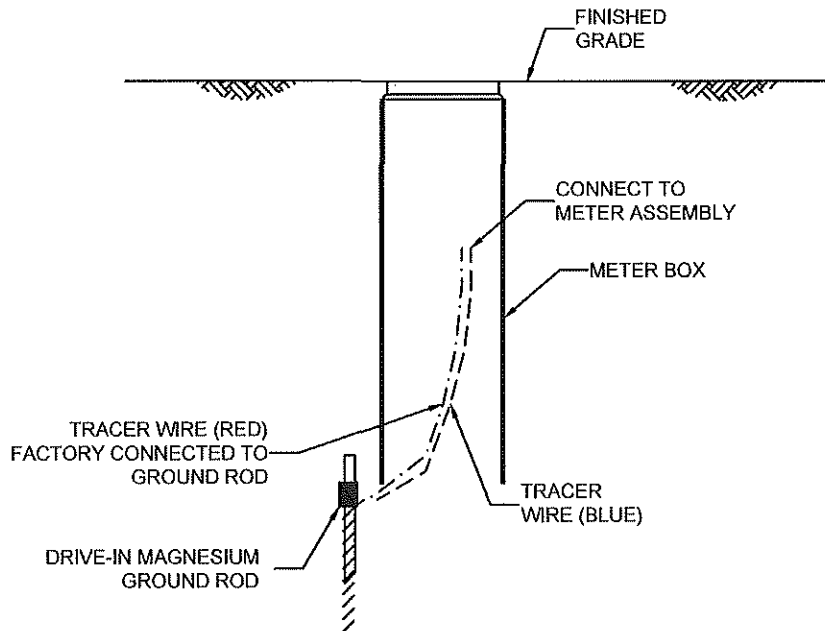
TRACER WIRE - PLAN

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER W-23
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WATER SERVICE - PLAN VIEW



WATER SERVICE - SECTION VIEW



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.
9. GROUND ROD AND TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. ANO-12, OR EQUAL.

TRACER WIRE - WATER SERVICE PLAN

APPROVED/REVISED

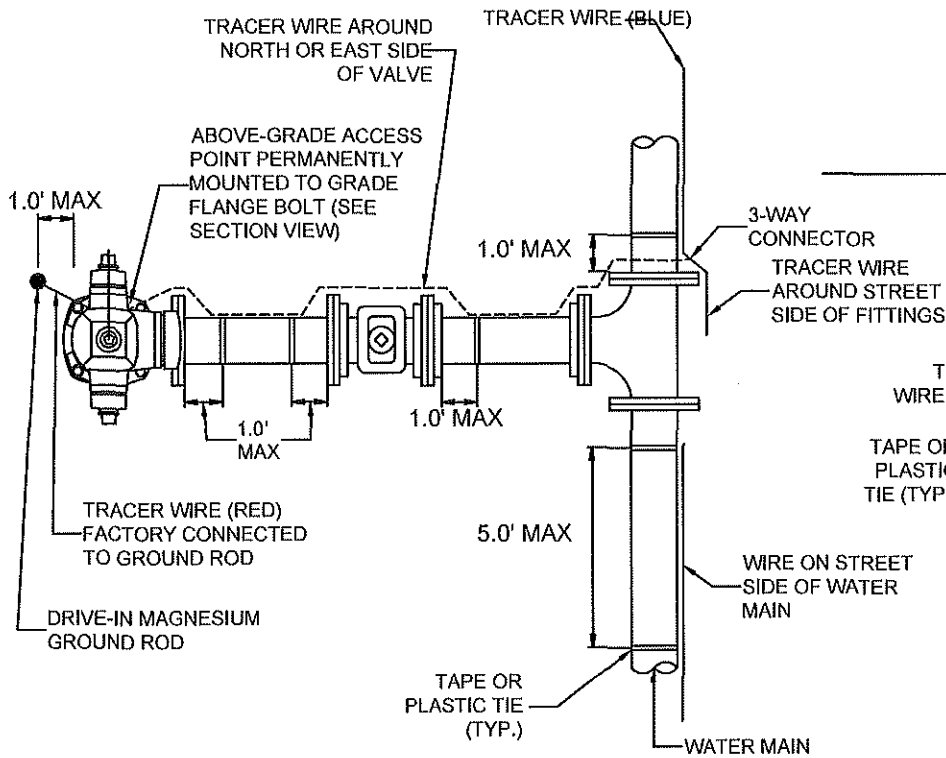
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

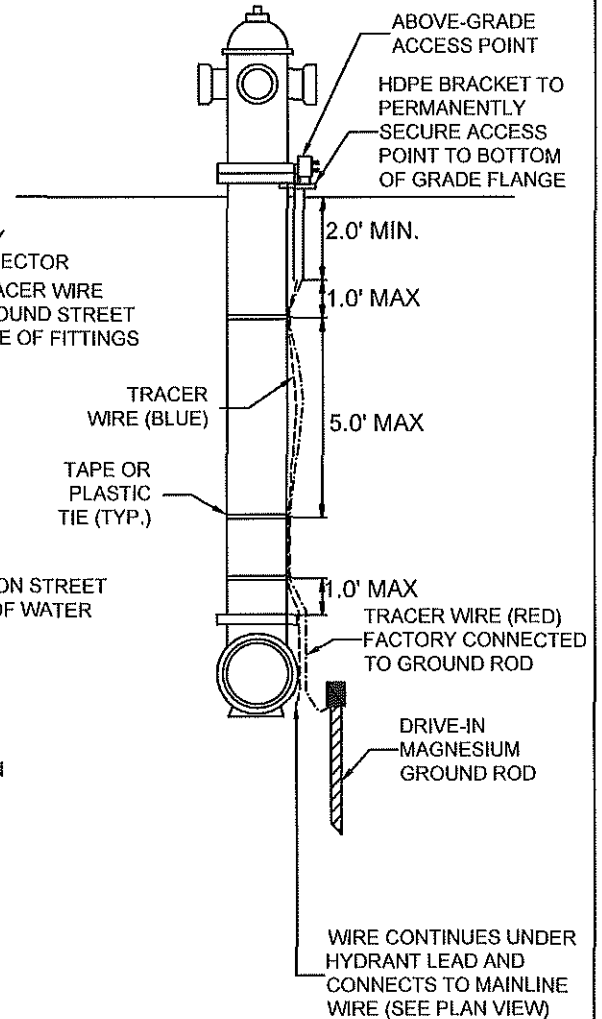
STANDARD NUMBER

W-24

HYDRANT - PLAN VIEW



HYDRANT - SECTION VIEW



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LING.
3. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
4. TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. 1030B-HS, OR EQUAL.
5. AT-GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. RB14B2T-SW, OR EQUAL.
6. ABOVE GRADE ACCESS POINT SHALL BE COPPERHEAD INDUSTRIES, PART NO. T2-B-FLPKG, OR EQUAL.
7. 3-WAY LOCKING CONNECTORS SHALL BE COPPERHEAD INDUSTRIES, PART NO. LSC1030C, OR EQUAL.
8. MAINLINE TO SERVICE CONNECTOR SHALL BE COPPERHEAD INDUSTRIES, PART NO. 3WB-01, OR EQUAL.
9. GROUND ROD AND TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, PART NO. ANO-12, OR EQUAL.
10. FOR HYDRANT SETTING AND HYDRANT ARRANGEMENT SEE DETAILS W-8 AND W-9.

TRACER WIRE - FIRE HYDRANT PLAN

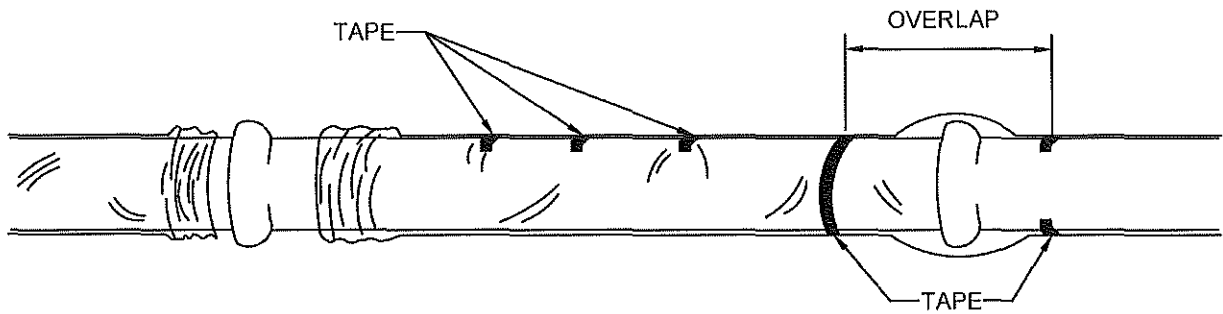
APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-25



TUBE SIZE REQUIRED							
PIPE DIAMETER	4"	6"	8"	10"	12"	16"	20"
MIN. FLAT TUBE WIDTH	14"	16"	20"	24"	27"	34"	41"

MATERIALS:

1. POLYETHYLENE ENCASEMENT: IN ACCORDANCE WITH ASTM D-1248 TYPE 1, CLASS A OR C, GRADE E-1.
 FLOW RATE = 0.4 MAX, DIELECTRIC STRENGTH
 VOLUME RESISTIVELY MIN. OHM-CM³ = 10⁶
 POLYETHYLENE FILE THICKNESS = 8 MILS
 TENSILE STRENGTH = 1200 P.S.I MIN.
 ELONGATION = 300% MIN.
 DIELECTRIC STRENGTH = 800 VOLTS/MIL
2. TAPE: POLYETHYLENE TAPE 1-1/2" WIDE AS RECOMMENDED BY THE FILM MANUFACTURER.

PROCEDURE FOR APPLYING POLYETHYLENE ENCASEMENT

1. CUT POLYETHYLENE TUBE TO A LENGTH APPROXIMATELY TWO FEET LONGER THAN THE LENGTH OF THE PIPE SECTION, SLIP THE TUBE AROUND THE PIPE, CENTERING IT TO PROVIDE A ONE-FOOT OVERLAP ON EACH ADJUSTMENT PIPE SECTION, AND BUNCHING IT ACCORDION FASHION LENGTHWISE UNTIL IT CLEARS THE PIPE ENDS.
2. LOWER THE PIPE INTO THE TRENCH AND MAKE THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE. A SHALLOW BELL HOLE MUST BE MADE AT THE JOINTS TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE.
3. AFTER ASSEMBLING THE PIPE JOINT, MAKE THE OVERLAP OF THE POLYETHYLENE TUBE, PULL THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE, SLIP IT OVER THE END OF THE NEW LENGTH OF PIPE AND SECURE IT IN PLACE. THEN SLIP THE END OF THE POLYETHYLENE FROM THE NEW PIPE SECTION OVER THE END OF THE PRECEDING LENGTH OF PIPE, SECURE THE OVERLAP IN PLACE, TAKE UP THE SLACK WIDTH TO MAKE IT SNUG, BUT NOT TO TIGHT, FIT ALONG THIS BARREL OF PIPE, SECURING THE FOLD AT QUARTER POINTS.
4. REPAIR ANY RIPS, PUNCTURES, OR OTHER DAMAGE TO THE POLYETHYLENE WITH ADHESIVE TAPE OR WITH SHORT LENGTH OF THE POLYETHYLENE TUBE CUT OPEN, WRAPPED AROUND THE PIPE, AND SECURED IN PLACE. PROCEED WITH INSTALLATION OF THE NEXT SECTION OF PIPE IN THE SAME MANNER.

PIPE SHAPED APPURTENANCES:

BENDS, REDUCERS, OFFSETS AND OTHER PIPE-SHAPED APPURTENANCES SHALL BE COVERED WITH POLYETHYLENE IN THE SAME MANNER AS THE PIPE.

POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE

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WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-26A

JUNCTIONS BETWEEN WRAPPED AND UNWRAPPED PIPE:

WHERE POLYETHYLENE WRAPPED PIPE JOINTS A PIPE WHICH IS NOT WRAPPED, EXTEND THE POLYETHYLENE TUBE TO COVER THE UNWRAPPED PIPE A DISTANCE OF AT LEAST TWO FEET. SECURE THE END WITH CIRCUMFERENTIAL TURNS OF TAPE.

ODD SHAPED APPURTENANCES

VALVES, TEES, CROSSES AND OTHER ODD-SHAPED PIECES WHICH CANNOT BE WRAPPED PRACTICALLY IN A TUBE SHALL BE WRAPPED WITH A FLAT SHEET OR SPLIT LENGTH OF POLYETHYLENE TUBE. THE SHEET SHALL BE PASSED UNDER THE APPURTENANCE AND BROUGHT UP AROUND THE BODY. SEAMS SHALL BE MADE BY BRINGIN THE EDGES TOGETHER, FOLDING OVER TWICE AND TAPPING DOWN. SLACK WIDTH AND OVERLAPS AT JOINTS SHALL BE HANDLED AS DESCRIBED ABOVE. TAPE POLYETHYLENE SECURELY IN PLACE AT VALVE STEM AND OTHER PENETRATIONS.

BACKFILL FOR POLYETHYLENE WRAPPED PIPE

BACKFILL MATERIAL SHALL BE AS SHOWN IN STANDARD DETAIL W-2. SPECIAL CARE SHOULD BE TAKEN TO PREVENT DAMAGE TO THE POLYETHYLENE WRAPPING WHEN PLACING BACKFILL. BACKFILL MATERIAL SHOULD BE FREE FROM CINDERS, REFUSE, BOULDERS, ROCKS, STONES OR OTHER MATERIAL THAT COULD DAMAGE THE POLYETHYLENE.

POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE CONT.

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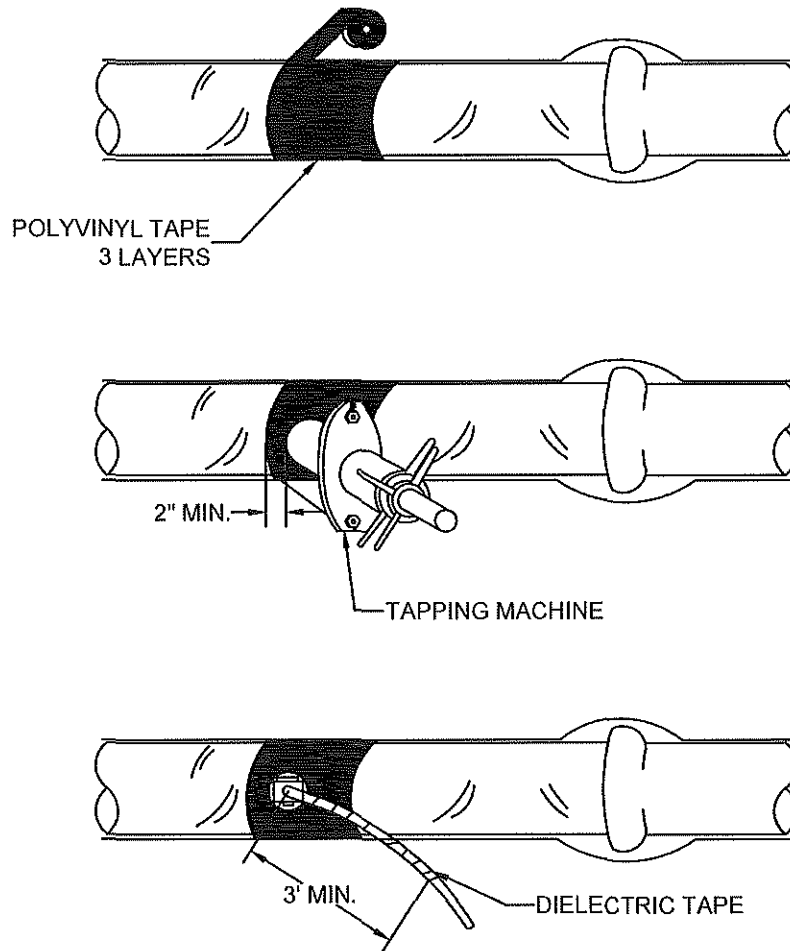
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-26B

PROCEDURE FOR MAKING OPENINGS FOR BRANCHES, SERVICE TAPS, BLOW-OFFS, AIR VALVES, AND SIMILAR APPURTENANCES

1. WRAPPING THREE (3) LAYERS OF POLYVINYL - COMPATIBLE ADHESIVE TAPE COMPLETELY AROUND THE PIPE TO COVER THE AREA WHERE THE TAPPING MACHINE AND CHAIN WILL BE MOUNTED, EXTENDING A MINIMUM OF 2" BEYOND THE MOUNTING SURFACE.
2. MOUNT THE TAPPING MACHINE ON THE PIPE AREA COVERED BY THE TAPE AND MAKE THE TAP AND INSTALL THE FERRULE DIRECTLY THROUGH THE TAPE AND POLYETHYLENE.
3. INSPECT THE ENTIRE CIRCUMFERENTIAL AREA FOR DAMAGE AND MAKE ANY NECESSARY REPAIRS WITH TAPE.
4. ON HOUSE SERVICES TO MINIMIZE THE POSSIBILITY OF DISSIMILAR METAL CORROSION AT SERVICE CONNECTIONS, WRAP THE FERRULE AND A MINIMUM CLEAR DISTANCE OF THREE (3) FEET OF THE COPPER SERVICE WITH POLYETHYLENE OR A SUITABLE DIELECTRIC TAPE.



TAPPING POLYETHYLENE ENCASED PIPE

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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-27

GENERAL NOTES - WATER

1. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 4'-6".
 - A. ALL WATER SERVICE LATERALS SHALL HAVE A MINIMUM COVER OF 42".
2. ALL WATER MAINS SHALL BE DUCTILE IRON CONFORMING WITH AWWA SPEC. C-151 CLASS 52 IN SIZES 4"-16" AND PSI CLASS 350 FOR 20" AND ABOVE.
3. COMPACT FITTINGS ARE PERMITTED.
4. ALL WATER VALVES MUST OPEN LEFT. ALL VALVE BOX LIDS MUST BE CAST/ STAMPED "WCWD" IN 1 1/2" LETTERS AND BE NEENAH NF-19130002 OR EQUAL. ALL VALVE EXTENSIONS TO HAVE SET SCREWS. ALL VALVES TO BE EQUIPPED WITH BOX-LOX-2.
5. A CONCRETE SLAB MUST BE PROVIDED AT FINAL GRADE AROUND ALL MAIN VALVE BOXES. THE SLABS MUST BE EIGHTEEN INCHES (18") SQUARE/CIRCLE AND NINE INCHES (9") THICK. PRE-FABRICATED CONCRETE RINGS ARE ACCEPTABLE.
6. WATER AND SEWER LINES SHALL HAVE A MINIMUM OF TEN FEET (10') HORIZONTAL SEPARATION AND/OR TWO FEET (2') VERTICAL SEPARATION.
7. NO GATE VALVE, METER PIT, BLOW OFF OR CORPORATION STOP SHALL BE LOCATED UNDER OR WITHIN THREE FEET (3') OF DRIVEWAYS, ROADWAYS OR SIDEWALKS.
8. NO DRIVEWAY SHALL BE INSTALLED WITHIN FIVE FEET (5') OF A FIRE HYDRANT.
9. A MINIMUM OF THREE FEET (3') IS REQUIRED BETWEEN CORPORATION STOPS. NO TAP SHALL BE MADE WITHIN THREE (3') OF A BELL.
10. THE LOCATION OF WATER SERVICE LATERALS MUST BE STAMPED IN THE CURB AT THE TIME THE CURB IS PLACED TO PERMANENTLY INDICATE THE LOCATION OF SAID LATERALS.
11. THE LOCATION OF ALL WATER SERVICE LATERALS, BENDS, TEES, ETC. MUST BE PROVIDED ON THE AS-BUILT PLANS. ALL OF THESE APPURTENANCES SHOULD BE SURVEYED IN STATE PLANE COORDINATES AND ELECTRONICALLY DELIVERED WITH AS-BUILTS.
12. CONTRACTOR SHALL SUBMIT AS-BUILT PLANS OF SANITARY AND WATER LATERALS TO THE OWNER.
13. ALL WATER MAINS CROSSING UNDER STORM DRAINS SHALL BE BACK-FILLED WITH GRANULAR MATERIAL, O.D.O.T. ITEM 310.02, BETWEEN MAINS AND DRAINS.
14. ALL NEW WATER MAINS SHALL BE PRESSURE TESTED FOR 2 HOURS AT 200 PSI. ALLOWABLE LEAKAGE SHALL BE PER TABLE 6A OF AWWA C-600.
15. WHERE PVC IS USED IN RURAL WATER SERVICE AREAS, DETECTABLE WATER TAPE, PRESCO #PSD3105B52, SHOULD BE PLACED 1' ABOVE WATER MAIN.

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MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-1A

GENERAL NOTES - WATER (CONTINUED)

16. EACH SERVICE LATERAL MUST BE A CONTINUOUS PIECE OF PIPE FROM THE CORP STOP TO THE METER. COUPLINGS SHALL NOT BE ALLOWED. TYPE K COPPER SHALL BE USED FOR 3/4" AND 1" SERVICES. POLYETHYLENE 200 PSI (COPPER TUBE SIZE) MAY BE USED FOR 1 1/2" AND 2" SERVICES. TRACER WIRE MUST BE USED WITH POLY AND SDR 21.
17. SERVICE LINES 1" AND LARGER MUST BE EITHER TYPE K COPPER, POLY 200 PSI (ASTM D-2737) OR SDR 21 (SLIP JOINT) (ASTM-2241). TRACER WIRE MUST BE TAPED EVENLY EVERY 3' ON POLY AND SDR 21 FROM THE METER PIT INTO THE STRUCTURE BEING SERVED (A 3' LEAD IS REQUIRED INSIDE THE PIT).
18. 1 1/2" AND 2" SERVICE LINES FROM THE CORP STOP TO THE METER PIT MUST BE TYPE K COPPER OR POLYETHYLENE 200 PSI. POLY MUST HAVE A TRACER WIRE. SEE W-10B.
19. FIRE HYDRANTS MUST BE PROVIDED AT THE ENTRANCE TO ALL SUBDIVISIONS AND AT ALL STREET INTERSECTIONS.
20. AN APPROVED BACKFLOW PREVENTION ASSEMBLY SHALL BE INSTALLED ON ALL WATER SERVICE LATERALS BY THE PROPERTY OWNER PRIOR TO ANY POINT OF CONNECTION OR USAGE. THE FOLLOWING DEVICES AND LOCATIONS ARE REQUIRED.
 - A) RESIDENTIAL DWELLING UNITS (3 FAMILY OR LESS): LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE. DUEL CHECK VALVE A.S.S.E. 1024.
 - B) LANDSCAPE IRRIGATION SYSTEMS: REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY A.S.S.E. 1013. LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE.
 - C) FIRE PROTECTION SYSTEMS: DOUBLE CHECK DETECTOR CHECK ASSEMBLY A.S.S.E. 1048 OR REDUCED PRESSURE PRINCIPLE DETECTOR CHECK A.S.S.E. 1047 IF SYSTEM CONTAINS ADDITIVES; A.S.S.E. 1048 LOCATED IN VAULT AND A.S.S.E. 1047 LOCATED IN BUILDING.
 - D) NON-RESIDENTIAL SERVICES: REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY A.S.S.E. 1013, LOCATED IMMEDIATELY UPON ENTRY OF STRUCTURE.
21. BACFKLOW PREVENITION DEVICE THAT COMPLIES WITH A.S.S.E. 1013 IS TO BE INSTALLED AHEAD OF ANY SPRINKLER BUT NOT IN THE METER PIT.
22. NEW BACKFLOW PREVENTION DEVICES BEING INSTALLED ON EXISTING SERVICES SHALL BE INSTALLED EITHER IMMEDIATELY UPON ENTRY TO THE BUILDING, BEFORE ANY CONNECTIONS, OR IN A PIT OR ABOVE GROUND HEATED INCLOSURE (IN ACCORDANCE WITH DEVICE INSTALLATION REQUIREMENTS) A MINIMUM OF 4 FEET AWAY FROM THE EXISTING METER PIT OR VAULT.
23. SWAB PIPE WITH 50 PPM CHLORINE SOLUTION BEFORE INSTALLATION.
24. DEDUCT METERS SHALL NOT BE ALLOWED.
25. NO IRRIGATION CONNECTIONS SHALL BE ALLOWED IN THE METER PIT.
26. ALL MATERIALS USED SHALL BE DOMESTIC, MADE IN THE UNITED STATES OF AMERICA.

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER WG-1B
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PROCEDURE FOR CONNECTION TO EXISTING WATER SYSTEM

1. MUST NOTIFY WARREN COUNTY WATER DEPARTMENT THREE (3) DAYS IN ADVANCE OF ANY SHUT DOWN. WARREN COUNTY WILL ISSUE THE SHUT DOWN NOTIFICATION AND/OR BOIL ADVISORY TO AFFECTED CUSTOMERS PER OHIO EPA REQUIREMENTS IF DETERMINED NECESSARY BY WARREN COUNTY.
2. EXPOSE EXISTING MAIN AT PROPOSED CONNECTION POINT. NO WET TAP SHALL BE MADE WITHIN THREE (3) FEET OF A BELL OR PIPE CONNECTION.
3. COUNTY PERSONNEL TO OPERATE CLOSING OF APPROPRIATE VALVES TO ISOLATE LINE TO BE TAPPED.
4. INSTALL PROPER TAPPING SLEEVE AND TAPPING VALVE. THE TAPPING SLEEVE AND VALVE SHALL BE TESTED AT 200 PSI FOR A PERIOD OF AT LEAST 5 MINUTES. THE PIPE SLUG MUST BE REMOVED AND INSPECTED BY COUNTY PERSONNEL.
5. IF THE TAPPING SLEEVE AND VALVE WILL BE UNDER FUTURE PAVEMENT, THE BURIED VALVE MUST BE LEFT OPEN AND A NEW VALVE SET OUT OF PAVEMENT.
6. FIELD CUT EXISTING MAIN AS NECESSARY TO ACCOMMODATE TEE AND CLOSE COUPLED VALVES AT EACH END OF TEE. CARE IS TO BE TAKEN SO AS NOT TO GET DIRT IN EXISTING MAIN.
7. THOROUGHLY CLEAN AND DISINFECT PIPE AND APPURTENANCES TO BE INSTALLED.
8. INSTALL TEE AND VALVES - DRESSER COUPLINGS CAN BE USED IF NECESSARY. PROPOSED MAIN VALVE IS TO BE CAPPED AND SHUT OFF. EXISTING MAIN IS THEN TO BE RETURNED TO SERVICE BY COUNTY PERSONNEL.
9. CONSTRUCTION OF PROPOSED MAIN IS TO BE COMPLETED WITHIN A JOINT OF CONNECTION TO TEE AND VALVES INSTALLED ABOVE.
10. ENTIRE LINE IS TO BE PRESSURE TESTED AND DISINFECTED TO COUNTY STANDARDS.
11. ENTIRE LENGTH OF PIPE IS TO BE THOROUGHLY CLEANED AND DISINFECTED PRIOR TO INSTALLATION. PERMATHEX CHLORINE TABLETS TO BE USED FOR DISINFECTION. DOSAGE SHALL BE PER MANUFACTURER'S SPECIFICATIONS BASED ON PIPE MATERIAL.
12. NEW MAIN IS TO BE PUT INTO SERVICE BY COUNTY PERSONNEL.
13. TAPPING SLEEVES/SADDLES TO BE TWO-PIECE CAST IRON OR DUCTILE IRON (MUELLER H615). JCM412 OR FORD FTSS TAPPING SLEEVES PERMITTED ON C-900. SIZE ON SIZE TAPPING SLEEVES ARE NOT PERMITTED.

APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-2

**PROCEDURE FOR RELOCATING OR LOWERING SERVICE LATERAL
AND RELOCATING OR BRINGING TO GRADE METER PITS**

1. ALL AFFECTED USERS MUST BE NOTIFIED FORTY-EIGHT (48) HOURS IN ADVANCE AS TO THE TIME AND DURATION OF THE SHUTOFF. ANY DISCONTINUANCE OF SERVICE MUST BE COORDINATED THROUGH WARREN COUNTY PRIOR TO ANY SHUT DOWN.
2. ALL WORK MUST BE PERFORMED ACCORDING TO ALL WARREN COUNTY SPECIFICATIONS, PARTICULARLY W-10A, W-10B, AND W-12.
3. EACH SERVICE LATERAL MUST BE A CONTINUOUS PIECE OF PIPE FROM THE CORP STOP TO THE METER. COUPLINGS SHALL NOT BE PERMITTED. TYPE K COPPER SHALL BE USED FOR 3/4" AND 1" SERVICES. POLYETHYLENE 200 PSI MAY BE USED FOR 1 1/2" AND 2" SERVICES.
4. METER PITS MUST BE ADJUSTED TO GRADE USING RING RISERS OR PIT RISERS. METERS MUST BE ADJUSTED WITH METER RESETTERS (FORD V42).
5. ALL PROCEDURES MUST BE DISCUSSED AT A PRECONSTRUCTION MEETING PRIOR TO THE INITIATION OF CONSTRUCTION.

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER WG-3
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SEWER DETAILS

S-1	PRECAST MANHOLE
S-2	PRECAST MANHOLE INSIDE DROP CONNECTION
S-3	VENTED MANHOLE
S-4	MANHOLE CHANNELS
S-5	SANITARY MANHOLE INVERT TRANSITION BASE SECTIONS
S-6	SANITARY GRAVITY SEWER TRENCH DETAIL
S-7	ROAD PAVEMENT CUT AND RESTORATION AT ROADWAY CROSSING
S-8	SEWER IN CASING
S-9	CONCRETE ANCHOR
S-10	FULL CONCRETE ENCASEMENT
S-11	SANITARY SEWER CREEK CROSSING
S-12	AERIAL SANITARY SEWER CROSSING
S-13	DEEP HOUSE CONNECTIONS
S-14A	HOUSE CONNECTIONS - TYPE A & TYPE B
S-14B	HOUSE CONNECTIONS - TYPE C
S-14C	HOUSE CONNECTIONS
S-15	FORCE MAIN CLEANOUT
S-16	AIR RELEASE VALVE ASSEMBLY
S-17	SANITARY CLEANOUT
S-18	REQUIRED RESTRAINED JOINTS FOR BENDS
S-19	FORCE MAIN TRENCH DETAIL
S-20	IMPERVIOUS DAM DETAIL
S-21	LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE
S-22	SADDLED WYE GASKET HUB & GASKET SKIRT W/ STAINLESS STEEL BANDS
S-23	STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE
SG-1	DETAILED PROCEDURES FOR SANITARY SEWER
SG-2A	GENERAL NOTES - SANITARY SEWER
SG-2B	GENERAL NOTES - SANITARY SEWER (CONTINUED)
SG-3	PIPE CONNECTION INTO MANHOLES
SG-4	SEWER TESTING

TABLE OF CONTENTS - SANITARY SEWER DETAILS

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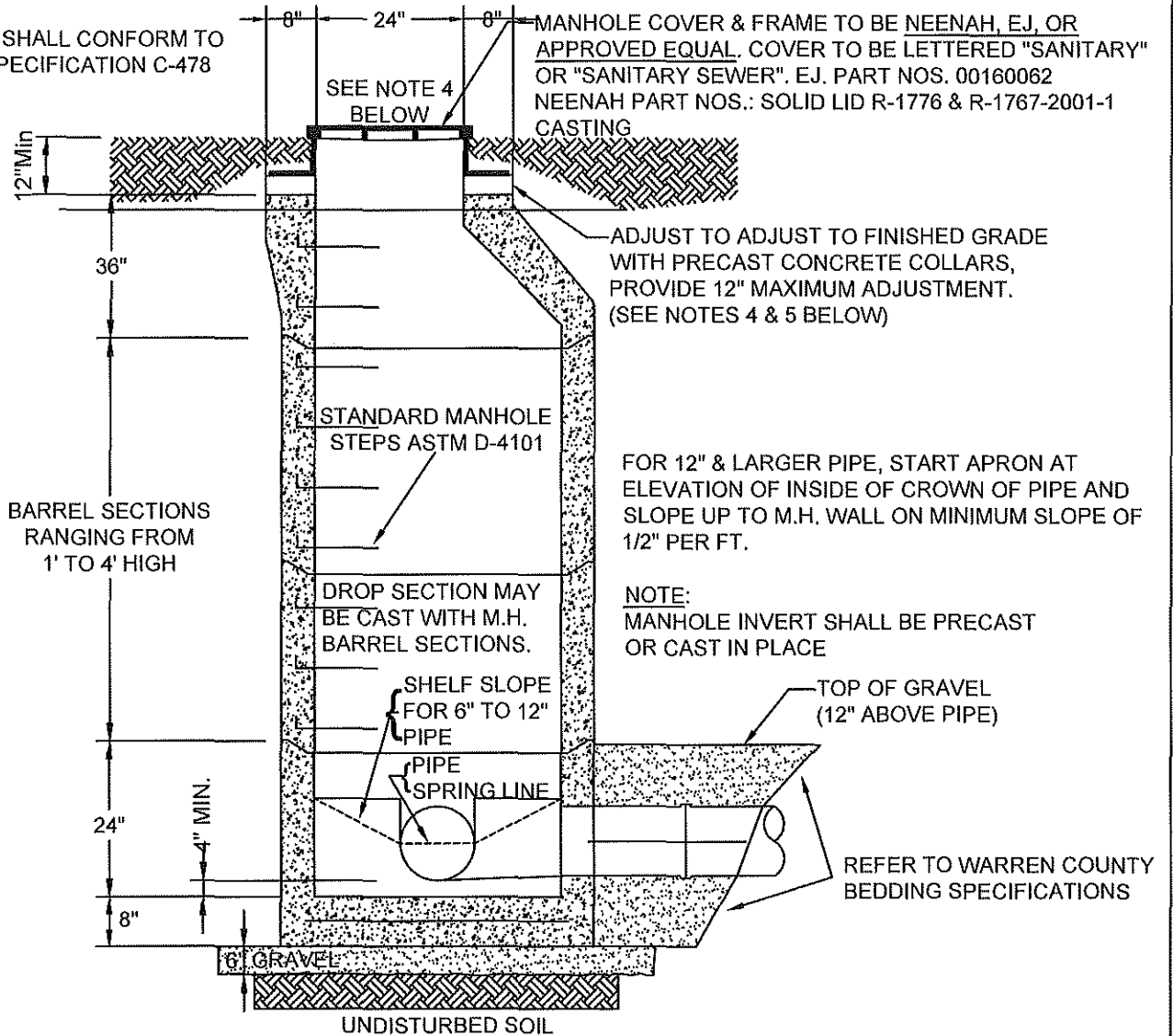
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

TOC

MANHOLE SHALL CONFORM TO A.S.T.M. SPECIFICATION C-478



FOR 12" & LARGER PIPE, START APRON AT ELEVATION OF INSIDE OF CROWN OF PIPE AND SLOPE UP TO M.H. WALL ON MINIMUM SLOPE OF 1/2" PER FT.

NOTE: MANHOLE INVERT SHALL BE PRECAST OR CAST IN PLACE

TOP OF GRAVEL (12" ABOVE PIPE)

REFER TO WARREN COUNTY BEDDING SPECIFICATIONS

NOTES:

1. MINIMUM WALL THICKNESS AND STEEL REINFORCING TO CONFORM WITH A.S.T.M. DESIGNATION C-478. STEEL SHALL BE COLD DRAWING WIRE IN ACCORDANCE WITH A.S.T.M. DESIGNATION A-82.
2. WATER TIGHT GASKETS ARE REQUIRED AT ALL JOINTS (C-443 FOR RUBBER TYPE JOINTS).
3. EXCEPT AS OTHERWISE NOTED ON THE SEWER STAKING PLAN, WHERE PIPE SIZES CHANGE AT THE MANHOLE, THE INSIDE TOPS OF PIPES ARE TO BE SET AT THE SAME ELEVATION.
4. TOP OF CASTING SHALL BE EVEN WITH FINISHED GRADE AT PAVE LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS OTHERWISE SHOWN ON PLAN.
5. WITHIN A NEW SUBDIVISION, TEMPORARY ADJUSTING COLLAR MUST BE PROVIDED 1 FOOT ABOVE ROUGH/FINISHED GRADE. RISERS (12" MAXIMUM) ARE PERMITTED. MANHOLES SHALL BE LOWERED TO FINISHED GRADE WHEN SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE LOTS IS BUILT ON.
6. NO MANHOLE, OR ANY PORTION OF MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY. MANHOLES SHALL ONLY BE ALLOWED IN ROADWAY PAVEMENT UPON PERMISSION BY THE COUNTY SANITARY ENGINEER.
7. A MINIMUM DROP OF 0.20' MUST BE MAINTAINED BETWEEN INLET AND OUTLET INVERTS IN MANHOLES.

PRECAST MANHOLE

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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

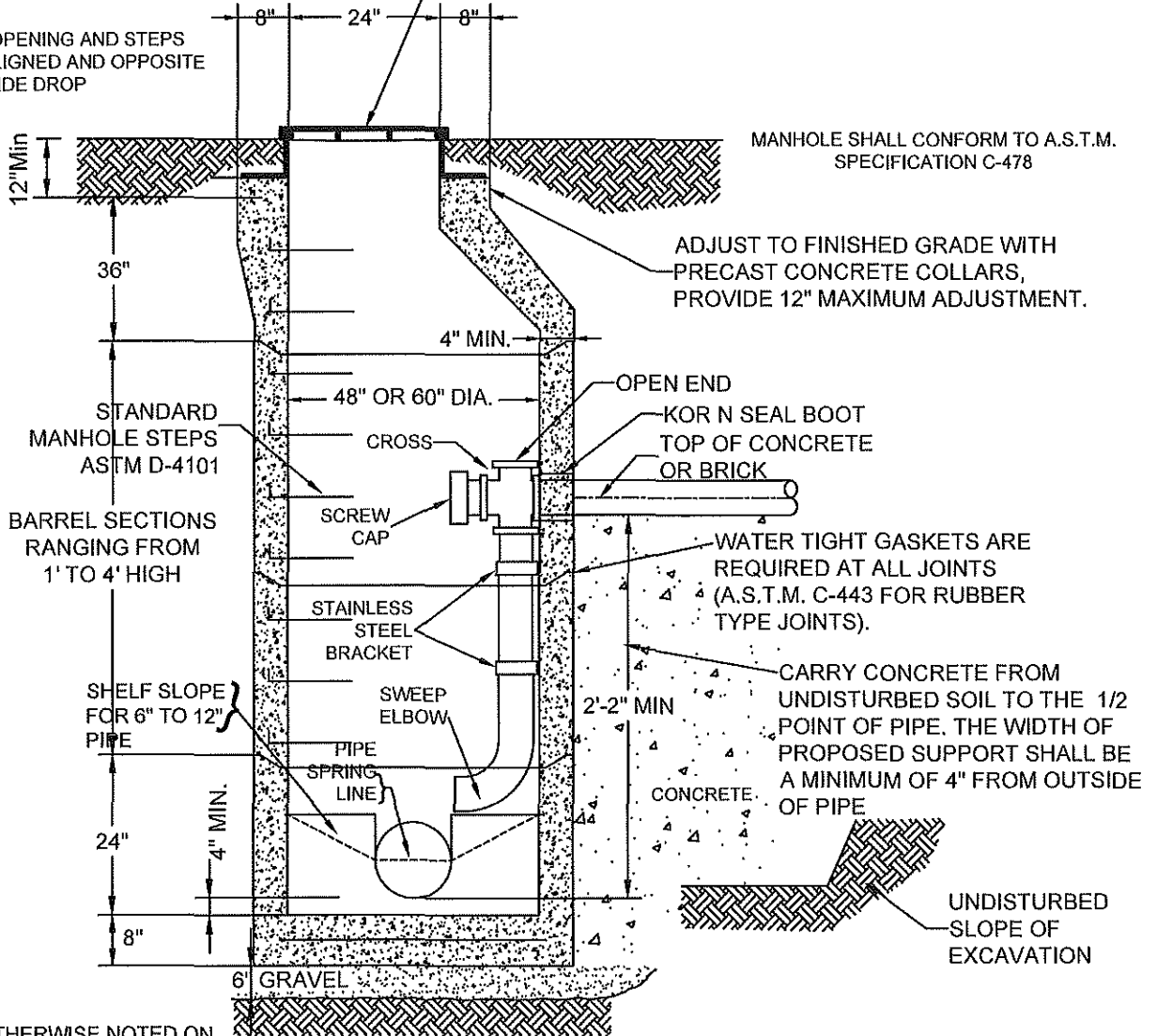
STANDARD NUMBER

S-1

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160062 NEENAH PART NOS.: SOLID LID R-1776 & R-1767-2001-1 CASTING

MANHOLE OPENING AND STEPS MUST BE ALIGNED AND OPPOSITE OF THE INSIDE DROP



MANHOLE SHALL CONFORM TO A.S.T.M. SPECIFICATION C-478

ADJUST TO FINISHED GRADE WITH PRECAST CONCRETE COLLARS, PROVIDE 12" MAXIMUM ADJUSTMENT.

WATER TIGHT GASKETS ARE REQUIRED AT ALL JOINTS (A.S.T.M. C-443 FOR RUBBER TYPE JOINTS).

CARRY CONCRETE FROM UNDISTURBED SOIL TO THE 1/2 POINT OF PIPE. THE WIDTH OF PROPOSED SUPPORT SHALL BE A MINIMUM OF 4" FROM OUTSIDE OF PIPE

UNDISTURBED SLOPE OF EXCAVATION

NOTE:

EXCEPT AS OTHERWISE NOTED ON THE SEWER STAKING PLAN, WHERE PIPE SIZES CHANGE AT THE MH, THE INSIDE TOPS OF PIPES ARE TO BE AT THE SAME ELEVATION.

MINIMUM WALL THICKNESS AND STEEL REINFORCING TO CONFORM WITH ASTM DESIGNATION C-478. STEEL SHALL BE COLD DRAWN WIRE IN ACCORDANCE WITH ASTM DESIGNATION A-82.

NO MANHOLE, OR ANY PORTION OF A MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY. MANHOLE SHALL ONLY BE ALLOWED IN ROADWAY PAVEMENT UPON PERMISSION BY THE COUNTY SANITARY ENGINEER.

WITHIN A NEW SUBDIVISION, TEMPORARY ADJUSTING COLLAR MUST BE PROVIDED 1 FOOT ABOVE ROUGH/FINISHED GRADE. RISERS (12" MAXIMUM) ARE PERMITTED. MANHOLES SHALL BE LOWERED TO FINISHED GRADE WHEN SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE LOT IS BUILT ON.

PRECAST MANHOLE INSIDE DROP CONNECTION

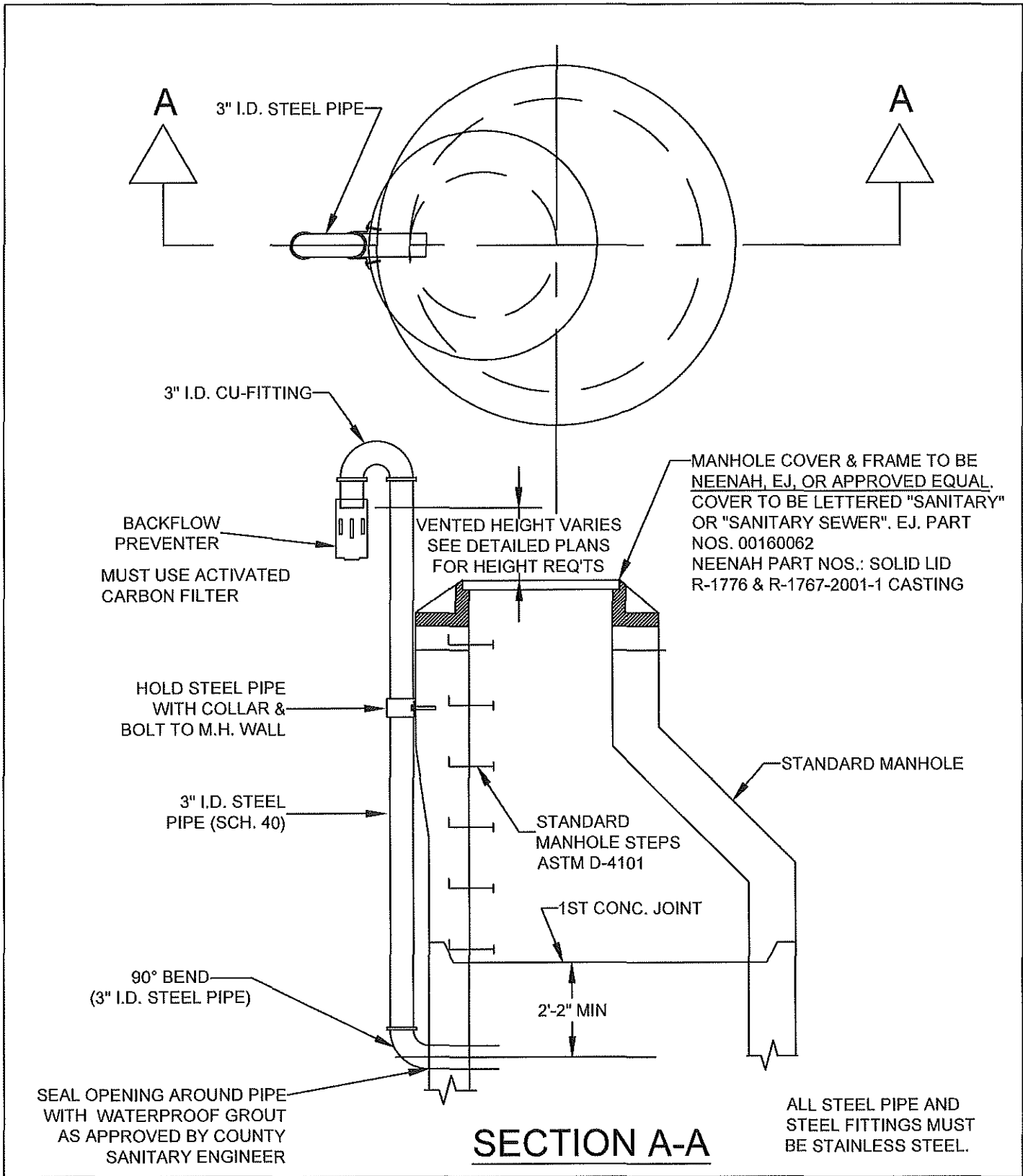
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

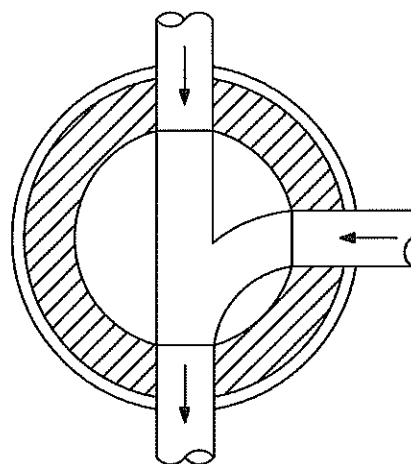
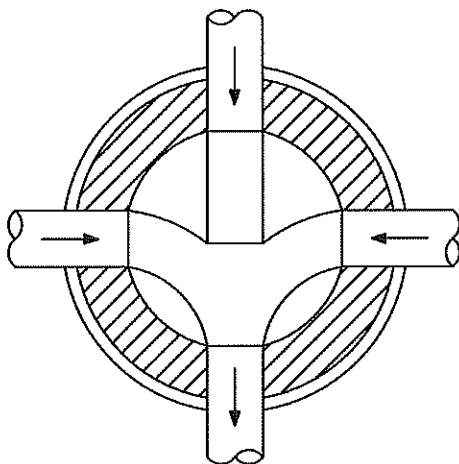
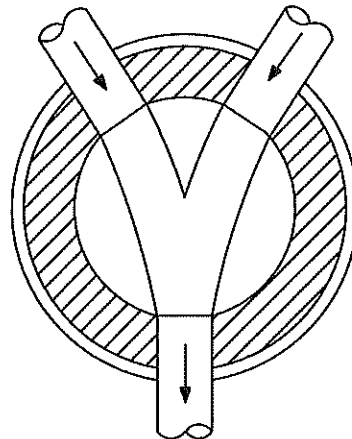
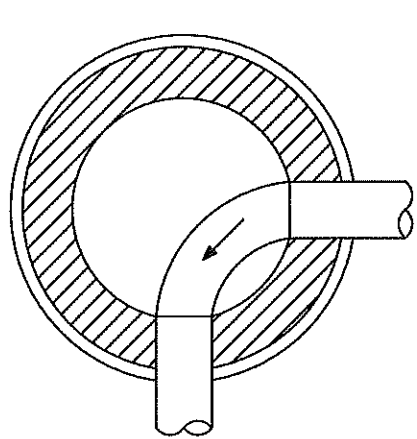
STANDARD NUMBER

S-2



VENTED MANHOLE

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER <h1 style="font-size: 2em; margin: 0;">S-3</h1>
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NOTE:

1. MODIFY MANHOLE CHANNEL ENTRANCE CONDITIONS TO SUIT ENTRANCE NEEDS OF INDIVIDUAL CASES, MAINTAINING CHANNEL CONCEPT.
2. CHANNELS MUST BE SUITABLE FOR INSTALLATION & REMOVAL OF EXPANSION PLUG USED FOR FLUSHING.
3. ALL CONSTRUCTION DETAILS & DIMENSION ARE TO CONFORM TO THOSE SHOWN FOR STANDARD MANHOLES.
4. ALL CHANNELS MUST BE SMOOTH AND UNIFORM. TRANSITION MUST NOT CREATE OBSTRUCTION TO FLOW.
5. SLOPE CHANNELS UNIFORMLY TO MAINTAIN A MINIMUM DROP OF 0.20' BETWEEN INLET AND OUTLET INVERTS.

MANHOLE CHANNELS

APPROVED/REVISED

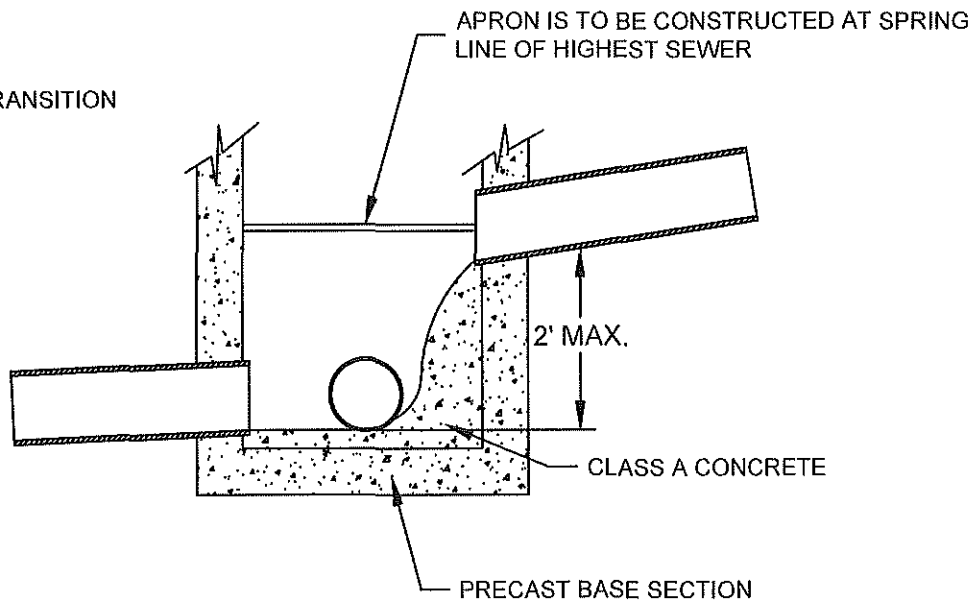
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

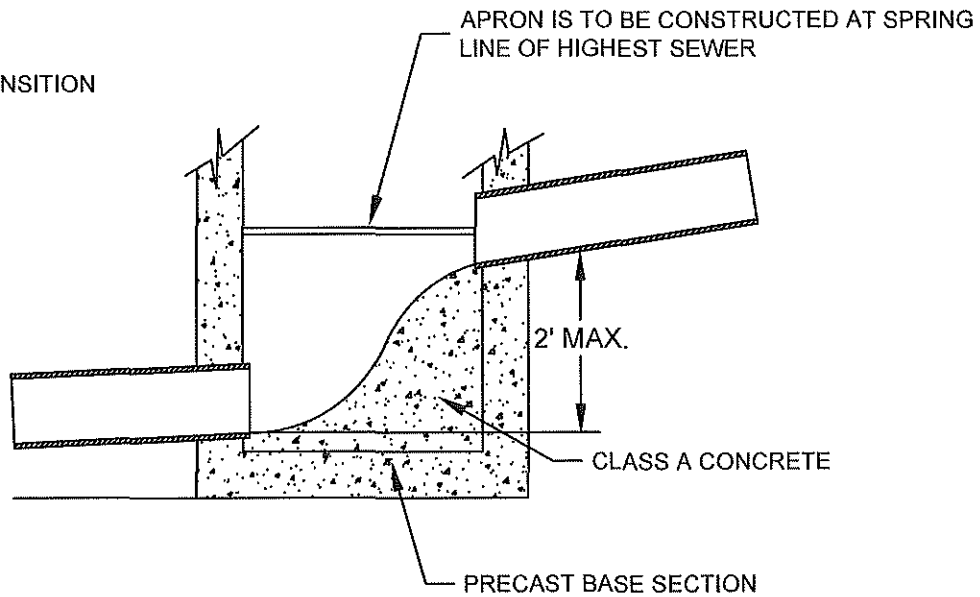
STANDARD NUMBER

S-4

THREE PIPE TRANSITION



TWO PIPE TRANSITION



NOTE:

DROP MANHOLES ARE TO BE USED WHEN THE SEWER ENTERING THE MANHOLE IS TWO (2) FEET OR GREATER ABOVE THE MANHOLE INVERT.

SANITARY M.H. INVERT TRANSITION BASE SECTIONS

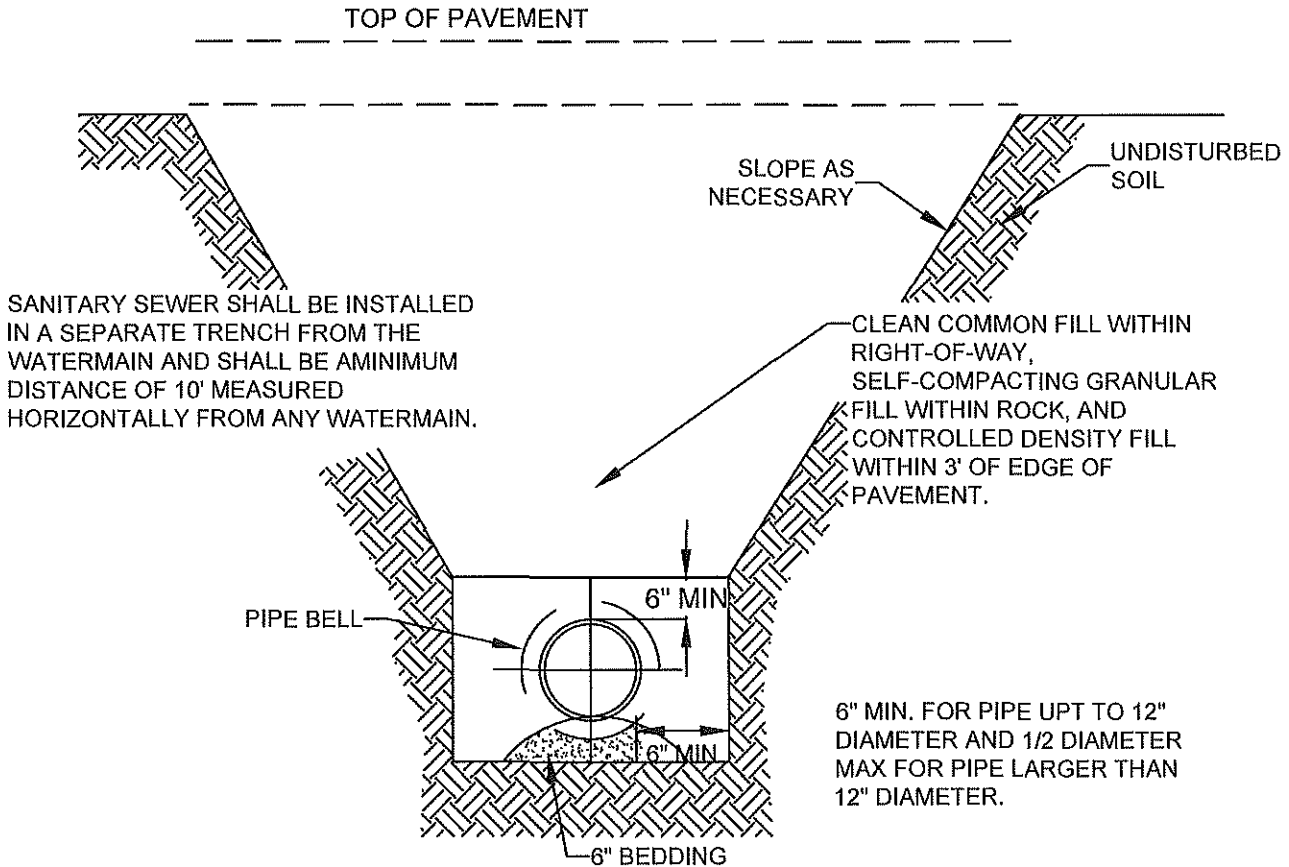
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-5

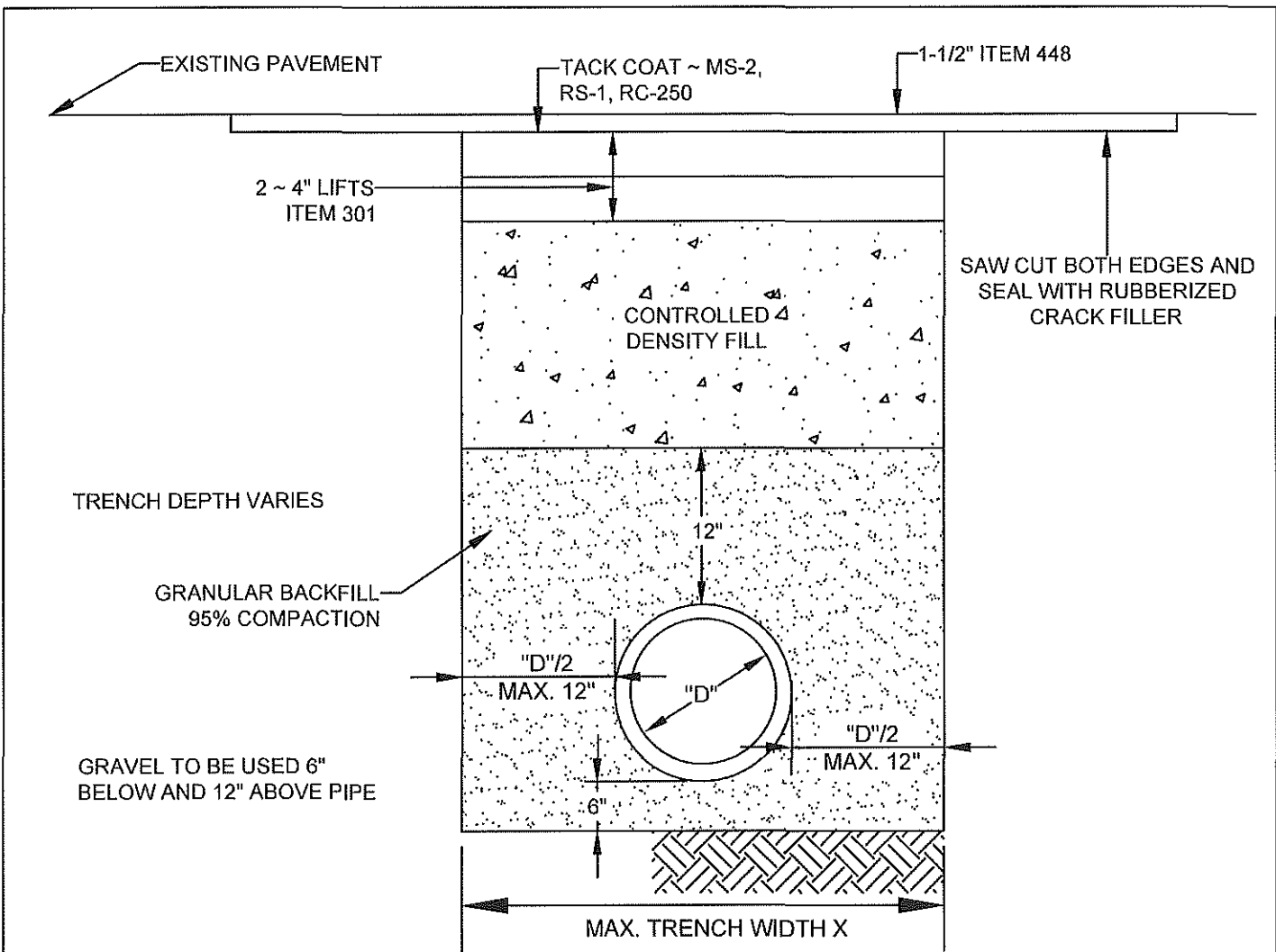


REFER TO WARREN COUNTY
BEDDING REQUIREMENTS PER
STANDARD DETAILS SG-1.

- NOTES:**
1. TRENCH SIDES SHALL MEET OSHA REQUIREMENTS.
 2. TRENCH SHALL HAVE FLAT BOTTOM SO THAT PIPE WILL BE SUPPORTED UNIFORMLY ALONG THE BARREL.
 3. NO SUPPORT BY BLOCKING IS PERMITTED.

SANITARY GRAVITY SEWER TRENCH DETIAL

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER S-6
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NOTES:

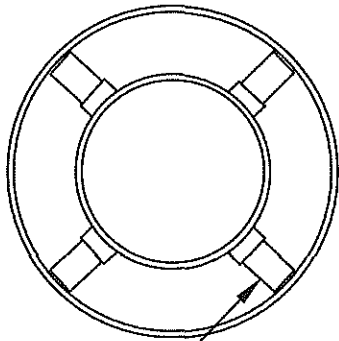
1. ALL DIMENSIONS ARE MINIMUM - ACTUAL TO BE PER COUNTY ENGINEER OR ODOT INSTRUCTIONS & PERMIT.
2. TRAFFIC MUST BE MAINTAINED AT ALL TIMES; LIGHTS, SIGNS, BARRICADES AND IF NECESSARY, FLAGMAN AN WATCHMEN TO BE ON JOB FOR PROTECTION OF THE PUBLIC. STREET PLATES MUST CONFORM TO COUNTY ENGINEER OR ODOT REQUIREMENTS.
3. FLASHFILL OR CONTROLLED DENSITY FILL TO A MINIMUM DISTANCE OF 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCH BACKFILL AND PAVEMENT RESTORATION MUST CONFORM TO THE APPLICABLE WARREN COUNTY ENGINEER OR ODOT SPECIFICATIONS.
4. EXISTING PAVEMENT AND EDGES SHALL BE NEATLY AND SQUARELY TRIMMED AND/OR MILLED. PAVEMENT MUST MATCH EXISTING ROAD THICKNESS OR AS SPECIFIED BY COUNTY ENGINEER OR ODOT.

**ROAD PAVEMENT CUT AND RESTORATION
AT ROADWAY CROSSING**

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER S-7
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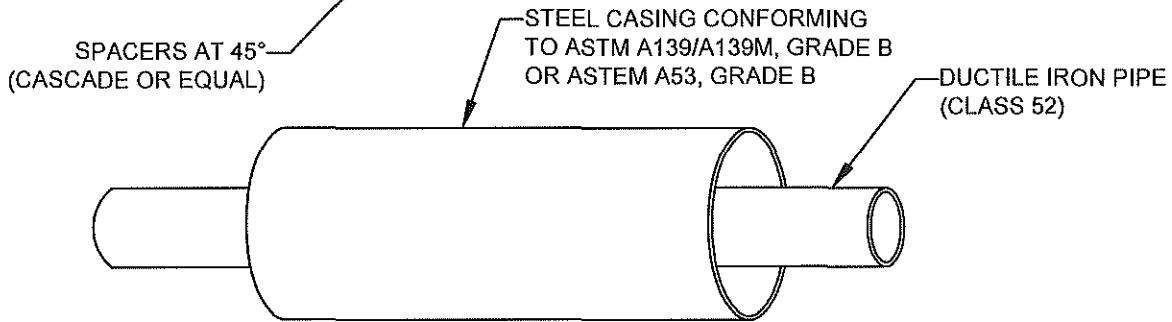
WATER PIPE SIZE - CARRIER PIPE SIZE (O.D.)-THICKNESS

4"	10"	1/4"
6"	12"	3/8"
8"	18"	3/8"
10"	20"	3/8"
12"	24"	1/2"
16"	24"	1/2"
20"	30"	1/2"
24"	36"	1/2"



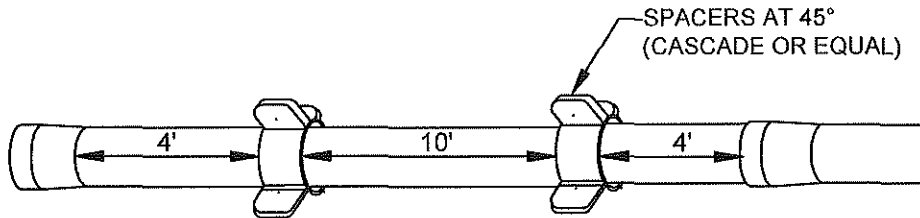
SO THAT PIPE WILL BE CENTERED IN CARRIER PIPE, THE FOLLOWING INFORMATION IS NEEDED:

1. TYPE & O.D. OF PIPE
2. TYPE OF JOINT/RESTRAINT
3. TYPE & I.D. OF CASING
4. 2 SPACER PER LENGTH OF PIPE (18")
(SEE STANDARD PLACEMENT BELOW)



NOTE:

1. RESTRAINED JOINT TO BE USED WITHIN LIMITS OF CASING
2. PACK END OF CASING WITH CONCRETE OR GRAVEL
3. CASING SPACER TO BE USED THRU CARRIER PIPE



RECOMMENDED STANDARD PLACEMENT

SEWER IN CASING

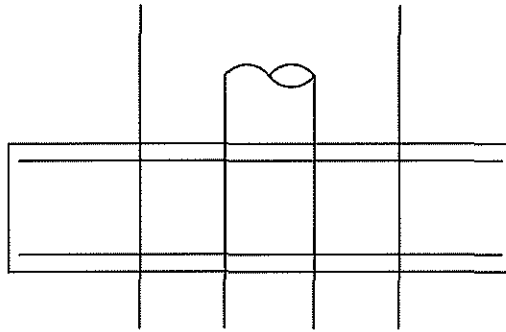
APPROVED/REVISED

MARCH, 2018

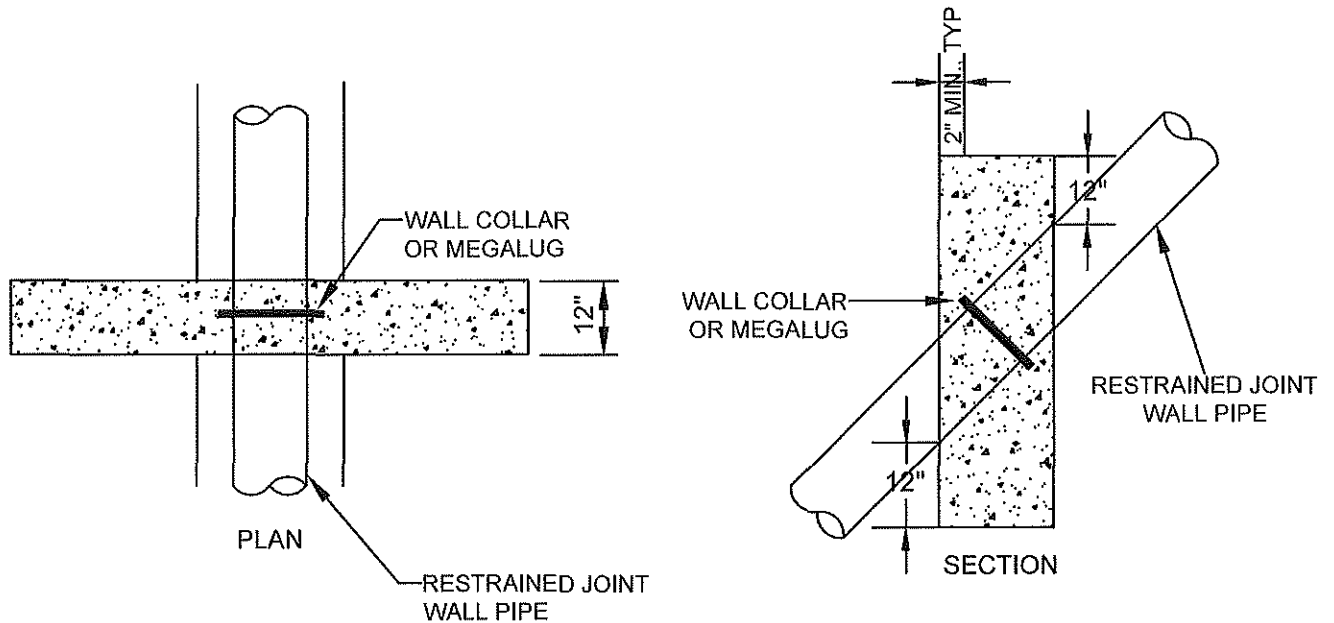
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-8



4000 PSI CONCRETE



SEWERS ON 20 PERCENT SLOPE OR GREATER SHALL BE CASS 53 RESTRAINED JOINT DUCTILE IRON ANCHORED WITH CONCRETE ANCHORS SPACED AS FOLLOWS:

1. NOT OVER 36 FEET CENTER TO CENTER ON GRADES 20 PERCENT TO 35 PERCENT.
2. NOT OVER 24 FEET CENTER TO CENTER ON GRADES 35 PERCENT TO 50 PERCENT.
3. NOT OVER 16 FEET CENTER TO CENTER ON GRADES 50 PERCENT AND OVER.

CONCRETE ANCHOR

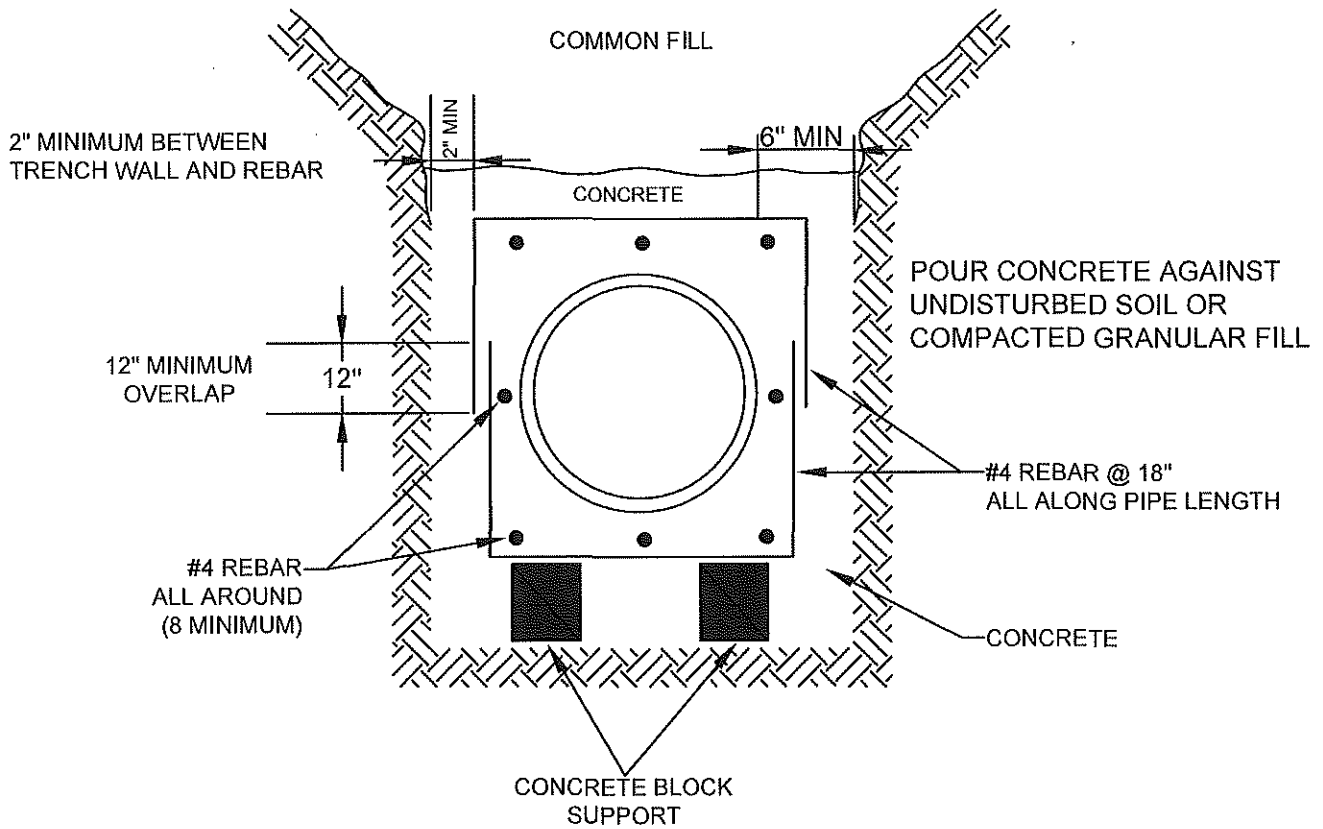
APPROVED/REVISED

MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-9



NOTES:

- 1) CONCRETE SHALL BE 3000 P.S.I. MINIMUM 28 DAYS STRENGTH (4" SLUMP).
- 2) SUPPORT PIPE AND REBAR CAGE ON CONCRETE BRICKS DURING CONCRETE PLACEMENT.
- 3) CONCRETE ENCASEMENT SHALL BE TERMINATED AT PIPE JOINTS ONLY.

FULL CONCRETE ENCASEMENT

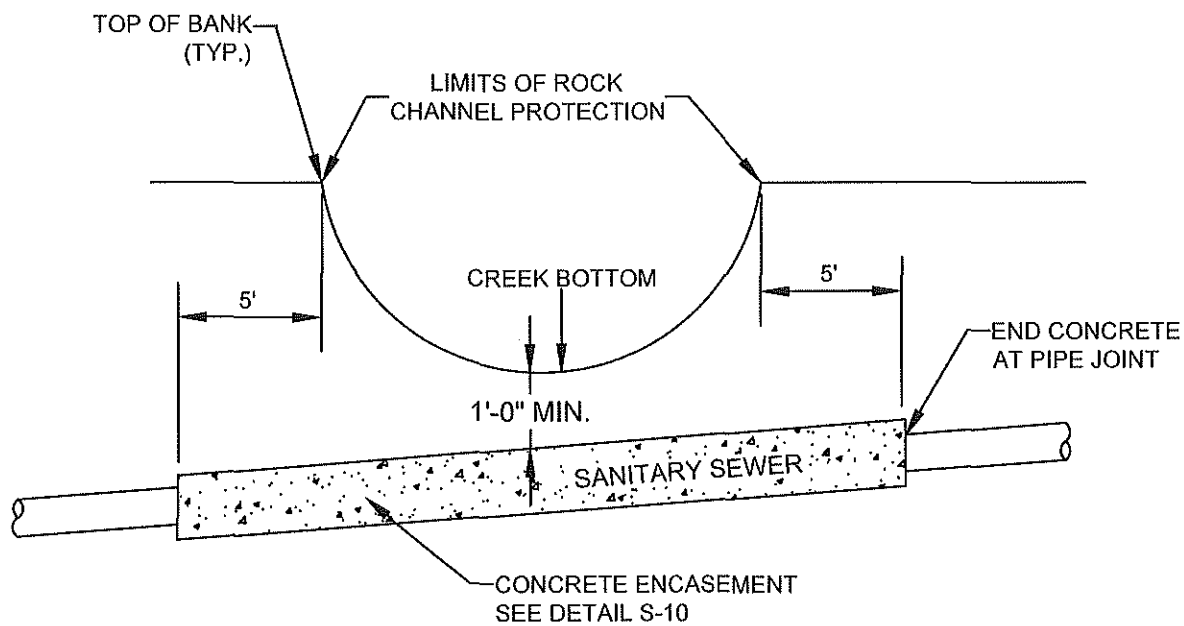
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MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-10



SANITARY SEWER CREEK CROSSING

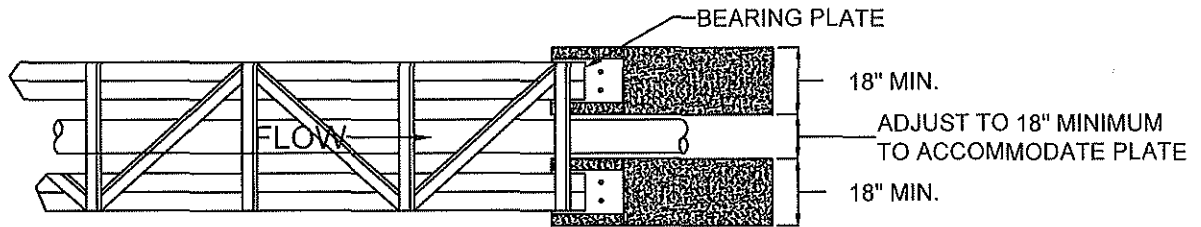
APPROVED/REVISED

MARCH, 2018

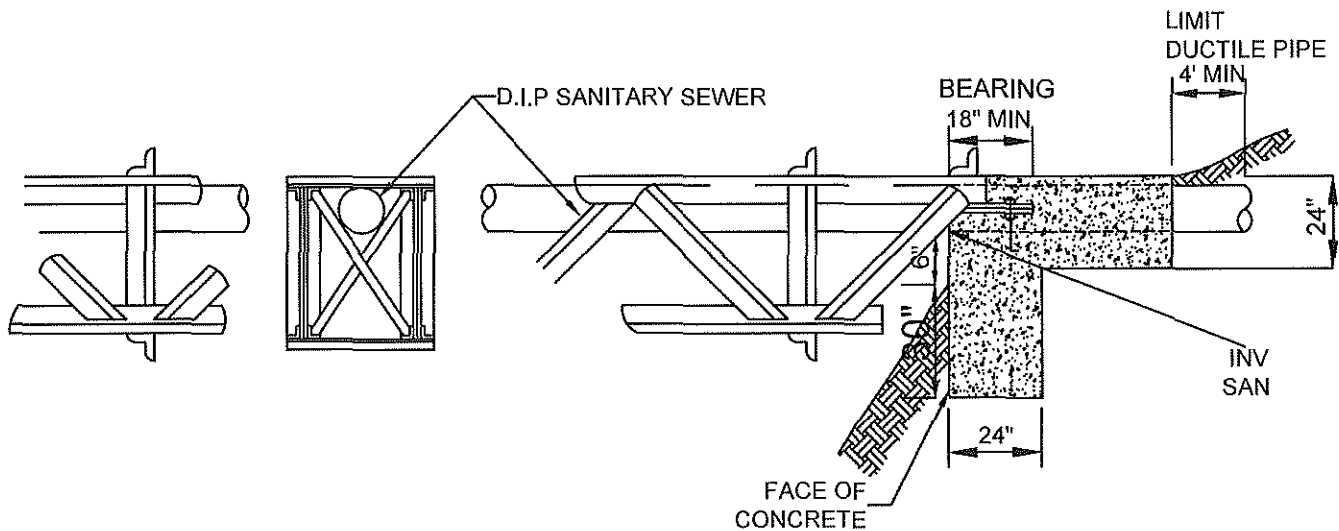
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-11



PLAN



ELEVATION

NOTES:

1. STRUCTURAL DESIGN, CALCULATIONS, AND DRAWING SHALL BE PREPARED AND STAMPED BY AN OHIO REGISTERED PROFESSIONAL ENGINEER AND SUBMITTED TO THE COUNTY FOR REVIEW.
2. SUBMIT COMPLETE DRAWINGS INCLUDING, BUT NOT LIMITED TO:
 - a. COMPLETE DETAILS WITH STRUCTURAL SELECTION AND MATERIAL PROPERTIES FOR ALL PROPOSED SECTIONS (BEAMS, COLUMNS, DECKING, ETC.)
 - b. STRUCTURAL CALCULATIONS, PREPARED AND STAMPED BY AN OHIO REGISTERED PROFESSIONAL ENGINEER.
 - c. PROTECTIVE COATINGS.

AERIAL SANITARY SEWER CROSSING

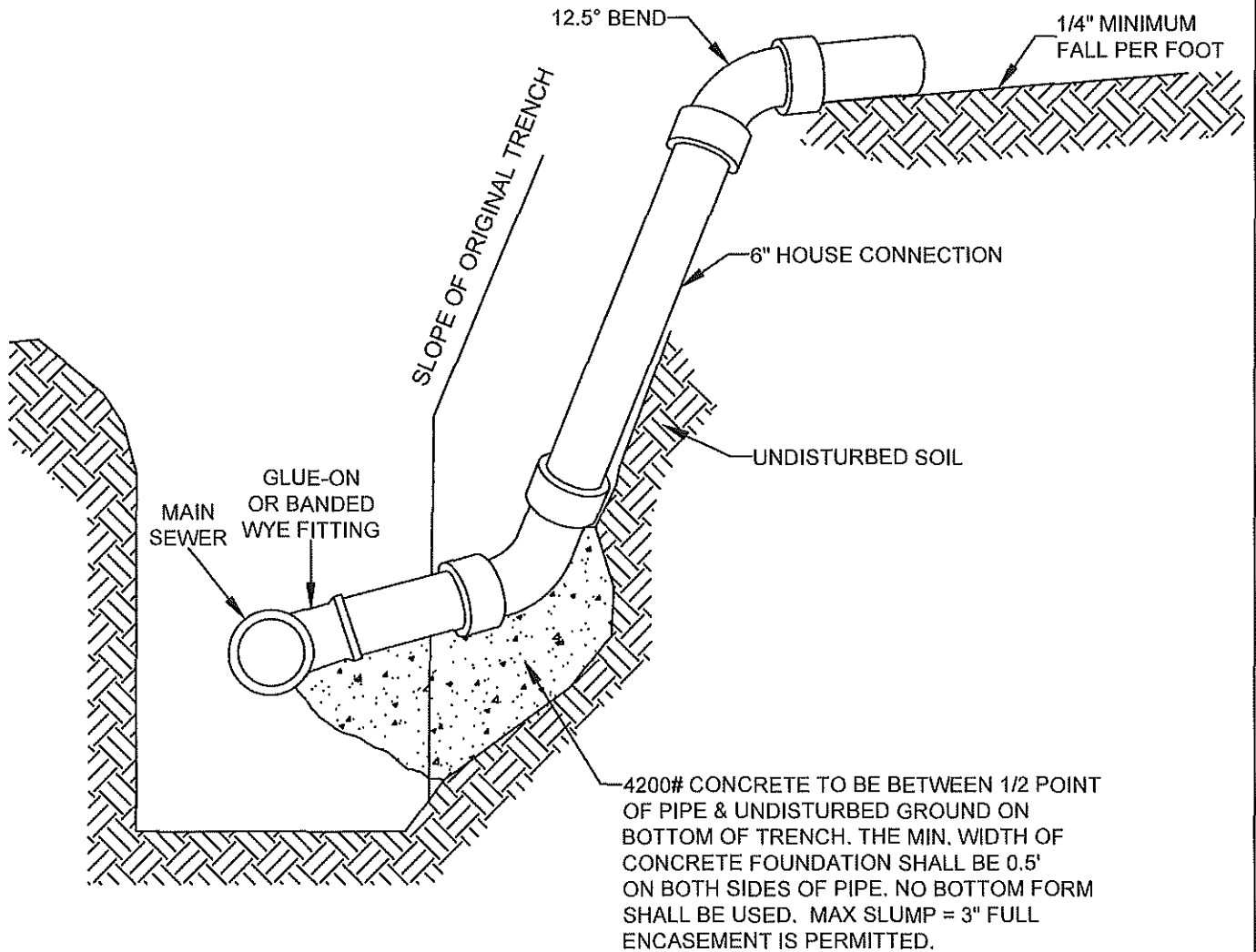
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MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-12



NOTES:

1. 1. ALL JOINTS SHALL BE WATER TIGHT.
2. PIPE TO BE BEDDED SO THAT PIPE LOADS ARE NOT IMPOSED ON EXISTING WYES OR SADDLES.
3. EXCAVATION CLOSER THAN TWO FEET (2') FROM PIPE, WYES OR SADDLES SHALL BE DONE BY HAND.
4. DEEP HOUSE CONNECTION TO BE USED WHEN HOUSE CONNECTION IS MADE TO A SEWER DEEPER THAN 12'.

DEEP HOUSE CONNECTIONS

APPROVED/REVISED

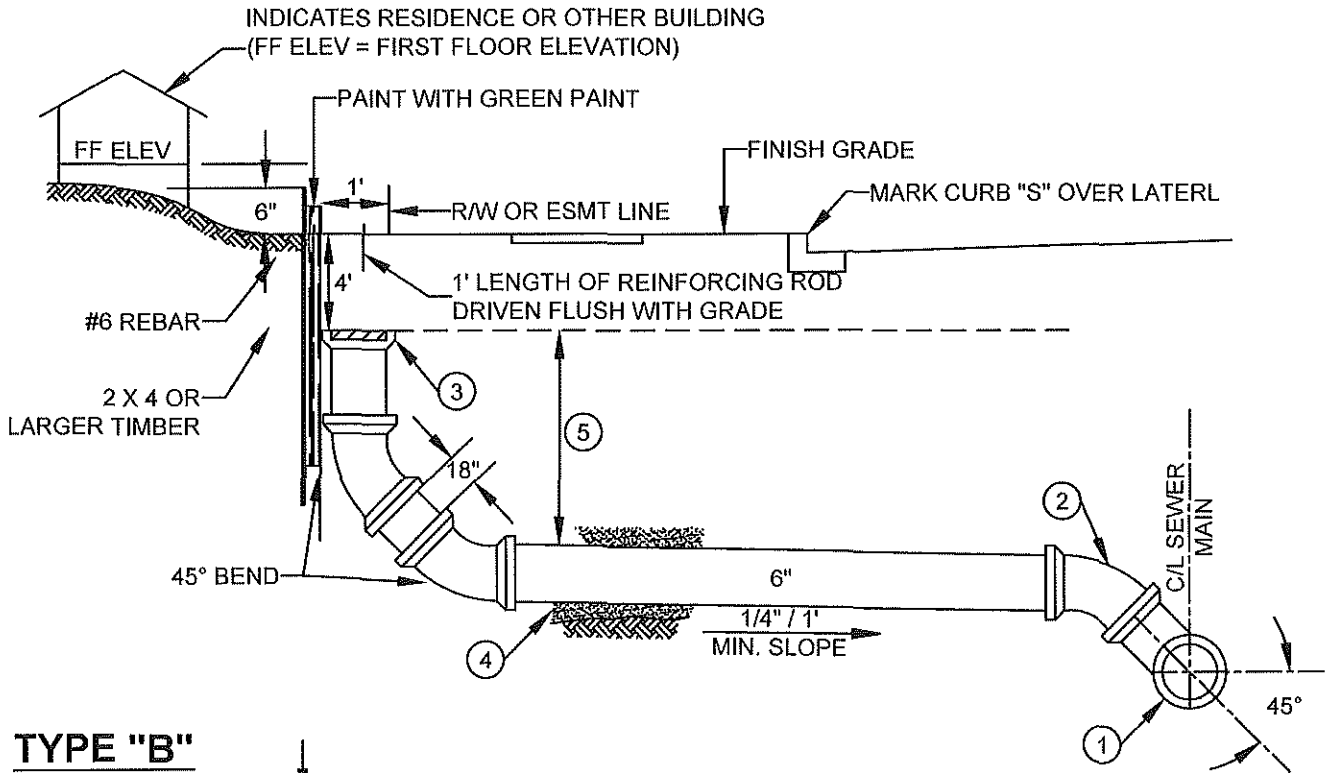
MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

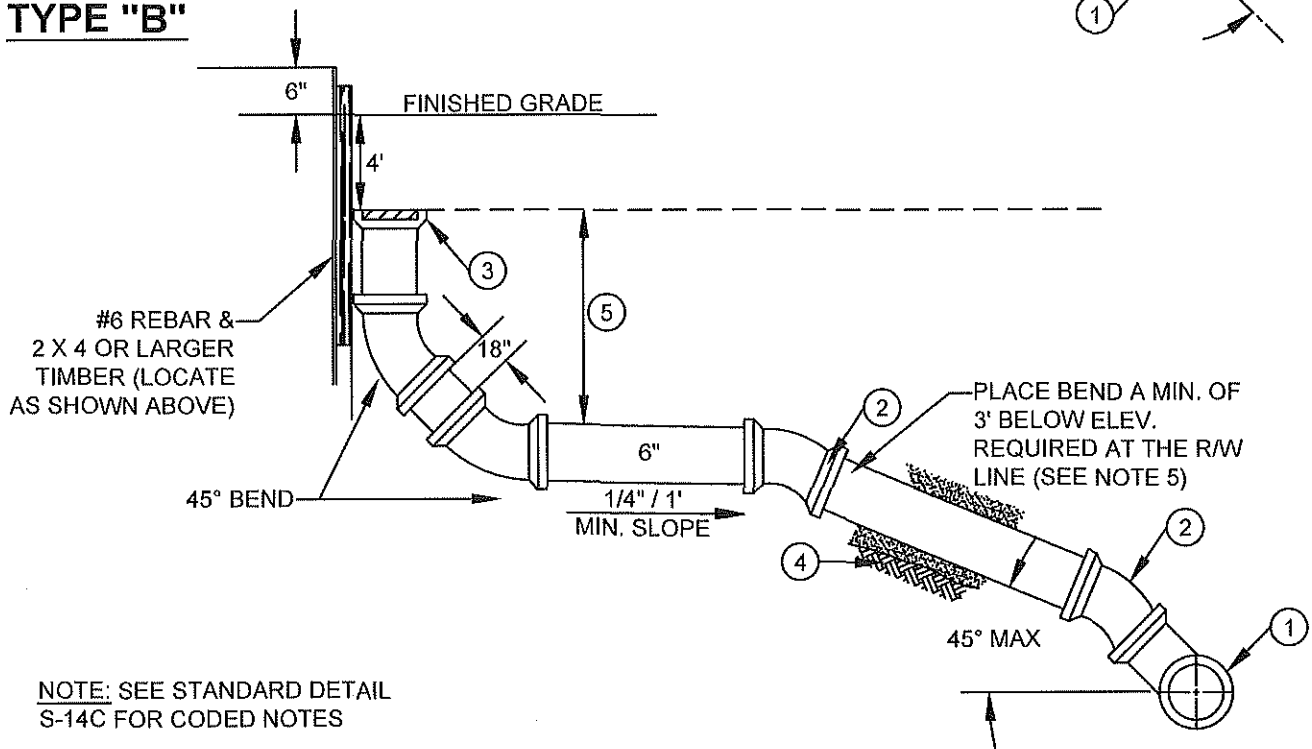
STANDARD NUMBER

S-13

TYPE "A"



TYPE "B"



HOUSE CONNECTIONS

SHT 1 OF 3

APPROVED/REVISED

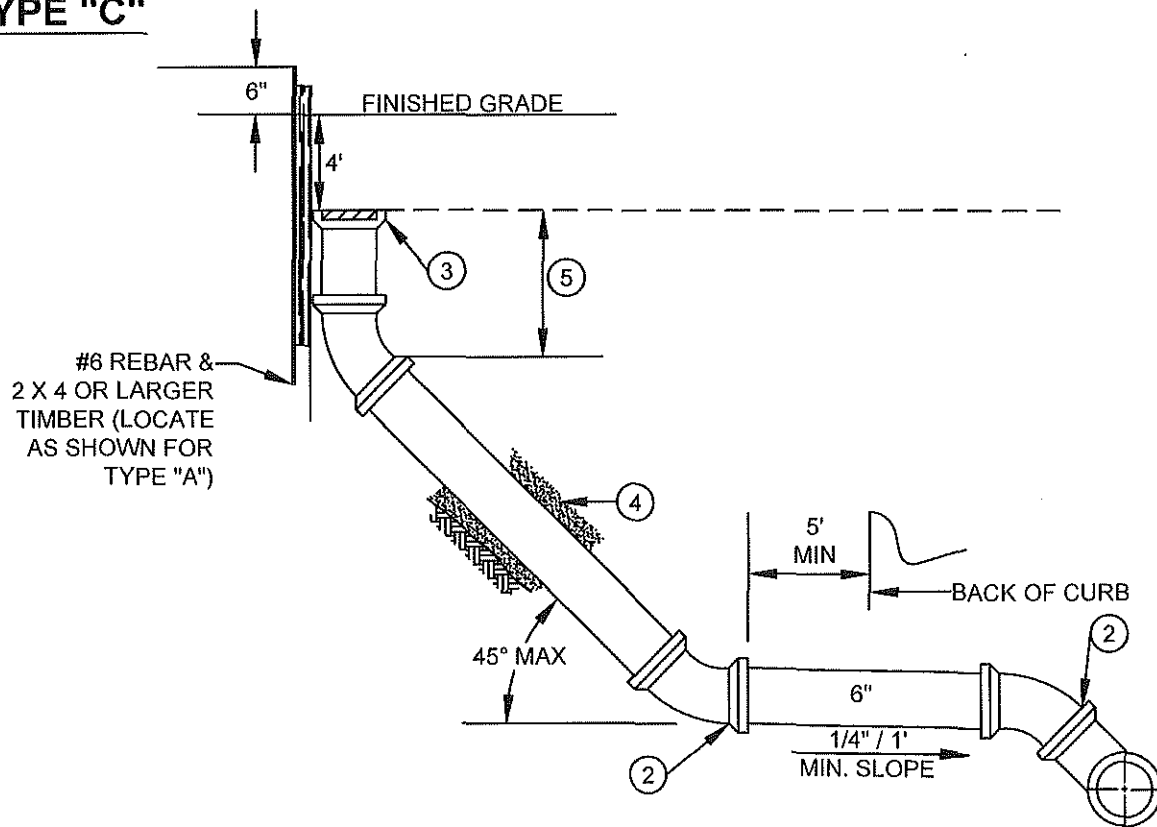
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-14A

TYPE "C"



NOTE: SEE STANDARD DETAIL
S-14C FOR CODED NOTES

HOUSE CONNECTIONS

SHT 2 OF 3

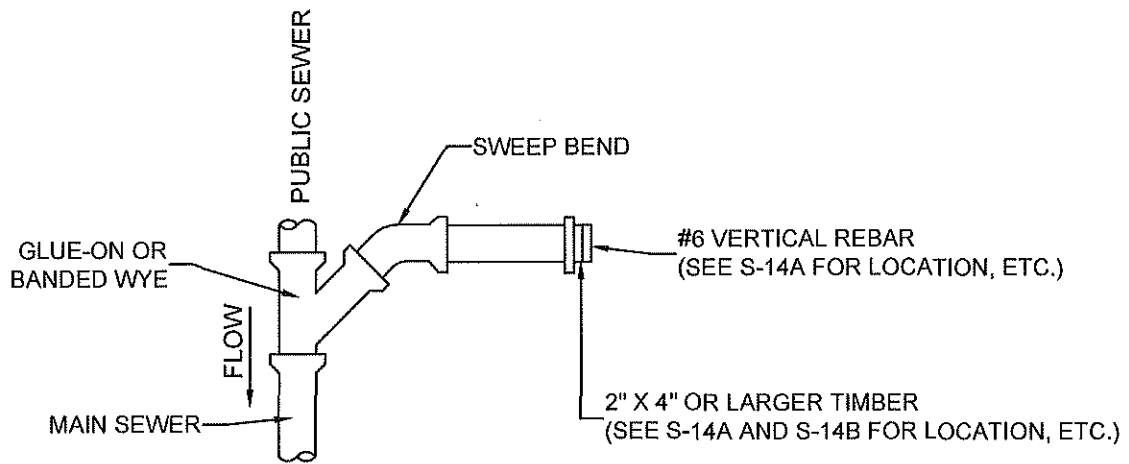
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WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

MAY, 2023

S-14B



- ① 6" TEE OR WY - ROTATE 45° FROM HORIZONTAL WHEN ⑤ DIMENSION IS ATTAINABLE.
- ② 6" 1/8 BEND OR 1/16 BEND AS NEEDED.
- ③ CAP UNLESS JOINING EXISTING HOUSE LOCATION.
- ④ BED WITH 4" GRANULAR MATERIAL AND BACKFILL WITH GRANULAR MATERIAL TO 4" ABOVE PIPE.
- ⑤ 6' FOR HOUSES ON SLAB.
8' FOR HOUSES WITH CRAWL SPACE.
10' FOR HOUSES WITH BASEMENT.

NOTE:

- A. USE TYPE "B" WHEN SEWER INVERT ELEVATION IS 5' TO 10' BELOW THE ELEVATION REQUIRED AT R/W LINE.
- B. USE DEEP HOUSE CONNECTION (S-13) WHEN SEWER INVERT ELEVATION IS 10' OR MORE BELOW THE ELEVATION REQUIRED AT R/W LINE.
- C. IN ALL OTHER CASES USE TYPE "A" OR TYPE "C".

HOUSE CONNECTIONS

SHT 3 OF 3

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-14C

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING

ADJUST TO FINISHED GRADE WITH PRECAST CONCRETE COLLARS, PROVIDE 12" MAXIMUM ADJUSTMENT.

MANHOLE SHALL CONFORM TO ASTM SPECIFICATION C-478

WATERTIGHT GASKETS ARE REQUIRED AT ALL JOINTS (ASTM C-443 FOR RUBBER TYPE GASKET JOINTS.)

STANDARD MANHOLE STEPS ASTM D-4101

5' DIA.

CAULK WITH EXPANDING GROUT (TYP.)

2" HOSE CONNECTOR
2" PLUG VALVE
2" NIPPLE
PLUG VALVES

FORCE MAIN

STRAIGHT COUPLING

FLANGED CROSS - RUN TO MATCH FORCEMAIN DIAMETER
BRANCHES TO BE 4"

COMPANION FLANGE WITH 4" PLUG

SLOPE

CLASS "A" CONCRETE

2'-6"

1'

1'

FORCEMAIN CLEANOUT

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

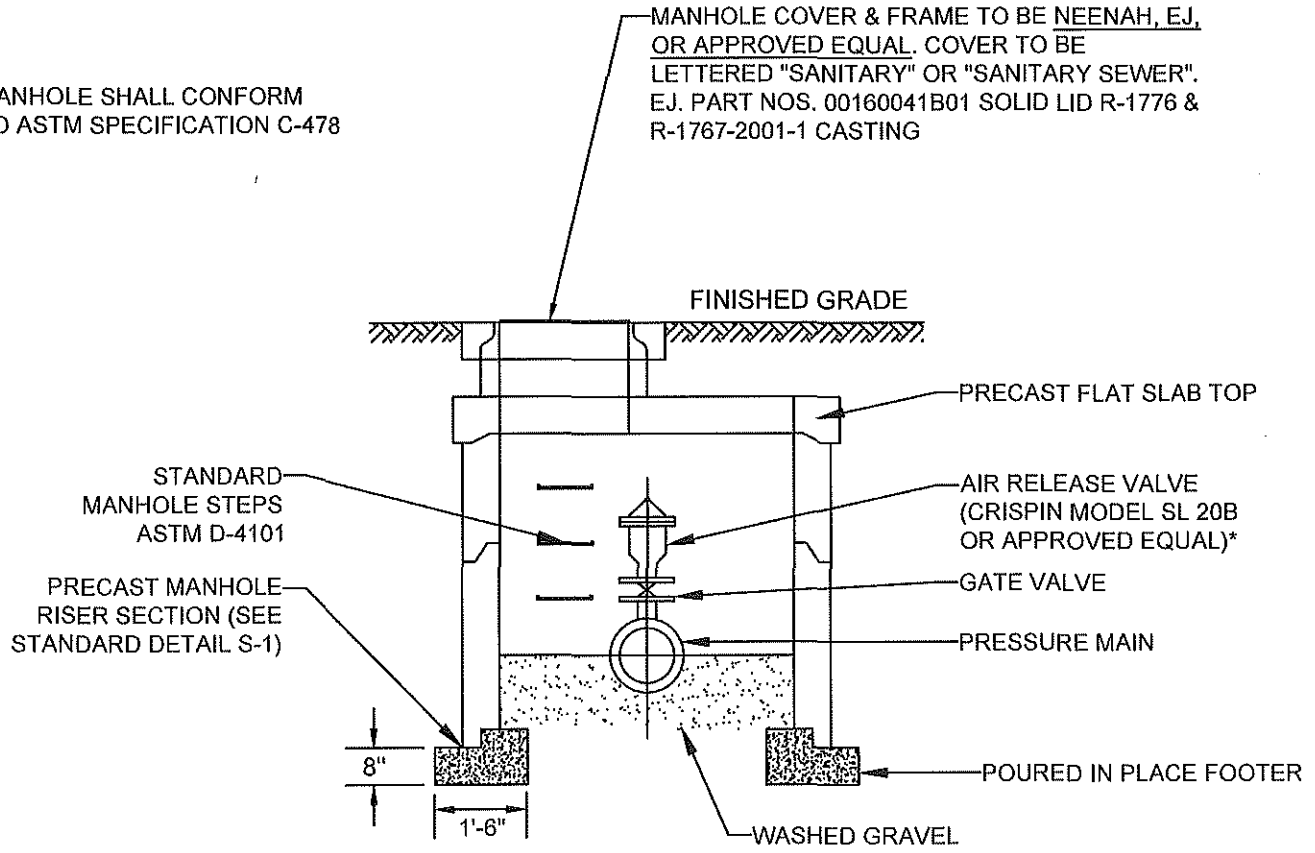
STANDARD NUMBER

S-15

NOTE: TOP OF CASTING SHALL BE AT FINISHED GRADE AT PAVED LOCATIONS (ROADWAYS AND PARKING LOTS) AND AT DEVELOPED LOTS. IN UNDEVELOPED LOTS, TOP OF CASTING TO BE A MINIMUM OF 12" ABOVE FINISHED GRADE OR AS SHOWN ON PLAN.

MANHOLE SHALL CONFORM TO ASTM SPECIFICATION C-478

MANHOLE COVER & FRAME TO BE NEENAH, EJ, OR APPROVED EQUAL. COVER TO BE LETTERED "SANITARY" OR "SANITARY SEWER". EJ. PART NOS. 00160041B01 SOLID LID R-1776 & R-1767-2001-1 CASTING



NOTE: IN WET AREAS SEAL BOTTOM WITH POURED CONCRETE BASE OR PRECAST MANHOLE BASE.

ADJUST TO FINISHED GRADE WITH PRECAST CONCRETE COLLARS - 12" MAX ADJUSTMENT.

* MODEL NUMBER MAY VARY DEPENDING ON APPLICATION

WATERTIGHT GASKETS ARE REQUIRED AT ALL JOINTS (ASTM C-443 FOR RUBBER TYPE GASKET JOINTS).

AIR RELEASE VALVE ASSEMBLY

APPROVED/REVISED

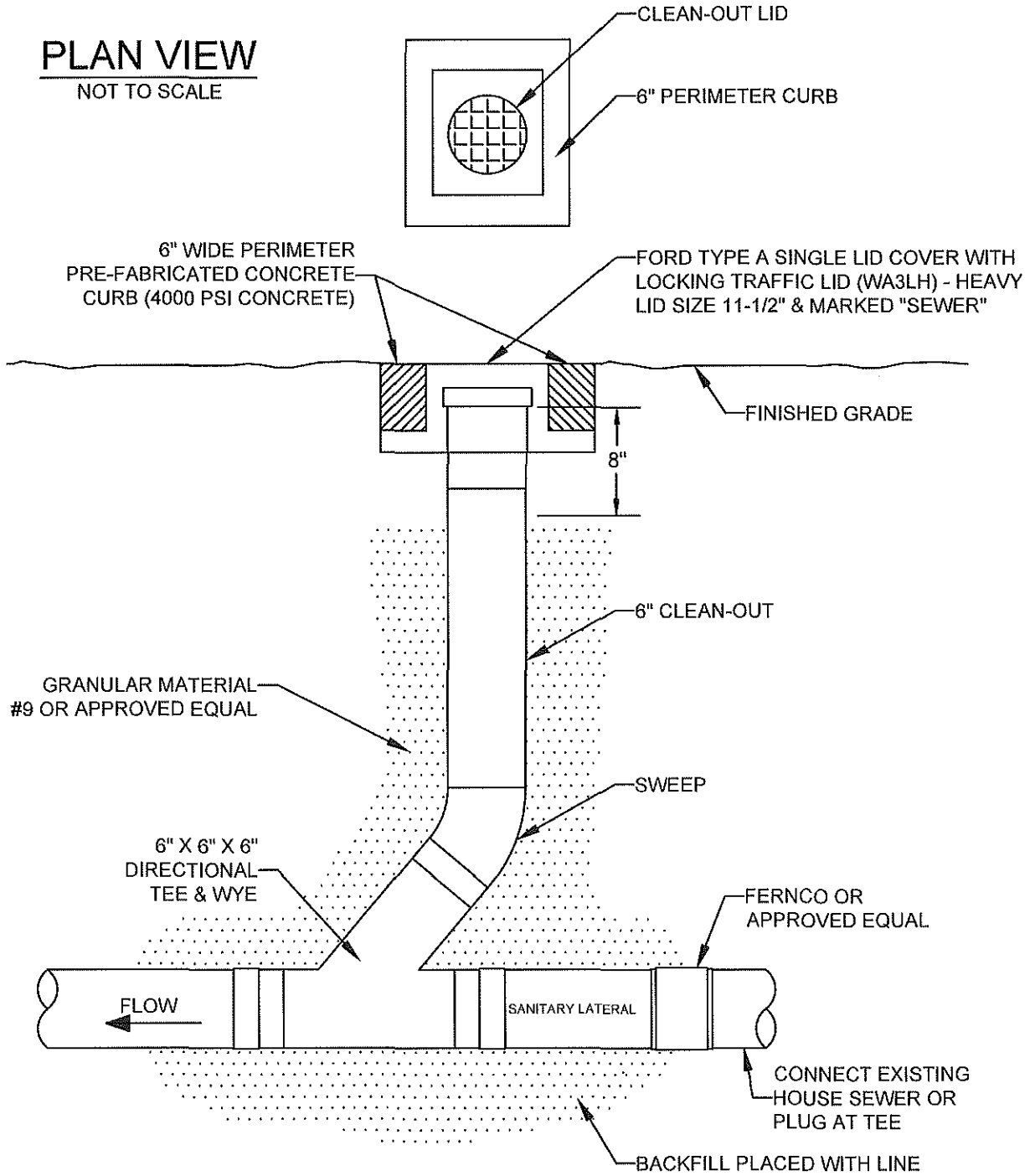
MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-16

PLAN VIEW
NOT TO SCALE



NOTES:

CLEANOUTS SHALL BE INSTALLED AT ALL 45° BENDS.

ALL STRUCTURES MUST HAVE A CLEANOUT THAT IS ACCESSIBLE WITHIN TWO FEET (2') FROM THE POINT OF ENTRY INTO THE STRUCTURES.

SANITARY CLEANOUT

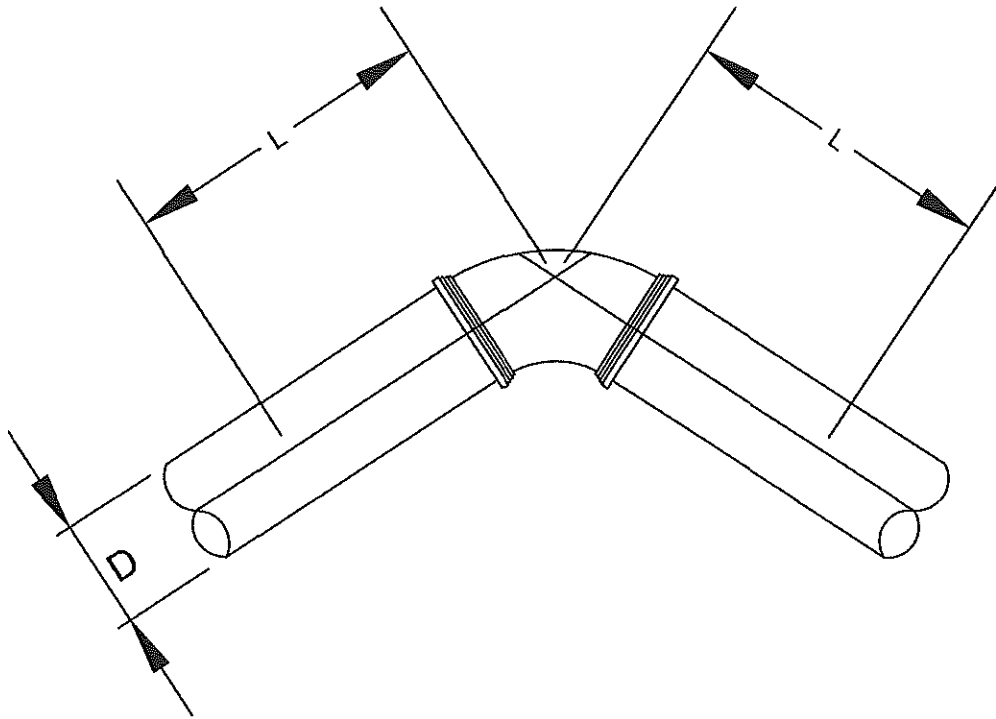
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MARCH, 2018

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-17



MINIMUM 60' OF RESTRAINED JOINT PIPE (RJP) IS REQUIRED BEFORE AND AFTER ALL HORIZONTAL AND VERTICAL BENDS. REFER TO TABLE BELOW.

RESTRAINT OPTIONS:
 MECHANICAL JOINT W/MEGALUGS ~ ALL SIZES OF PIPE
 MJ FIELD LOCKS ~ < 24" PIPE

TABLE
 REQUIRED LENGTH OF RESTRAINED JOINTS
 D - DIAMETER OF PIPE
 L - LENGTH OF PIPE

D	4"	6"	8"	10"	12"	16"	20"	24"
L	60'	60'	60'	60'	66'	98'	125'	145'

NOTES:

1. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE LABELED WITH STATIONING.
2. LABEL LIMITS OF REQUIRED RESTRAINED JOINTS WITH STATIONING.

REQUIRED RESTRAINED JOINTS FOR FORCEMAIN BENDS

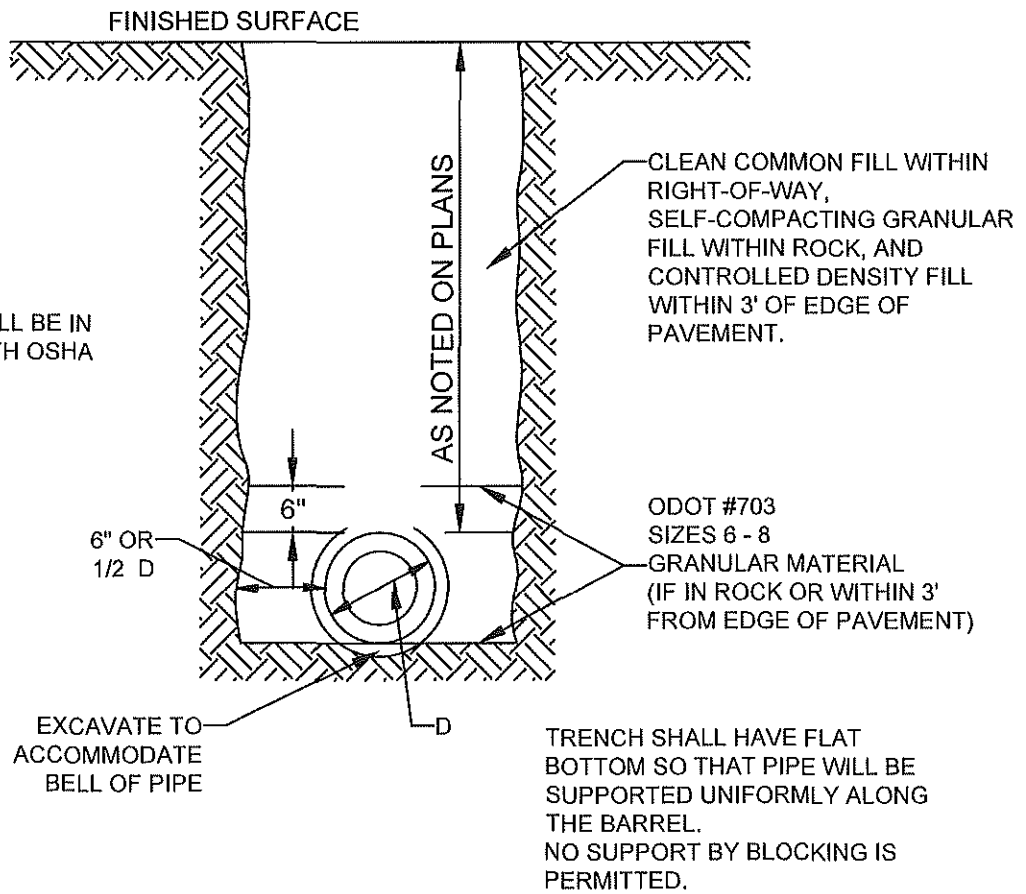
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MAY, 2023

WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-18



FORCEMAIN TRENCH DETAIL

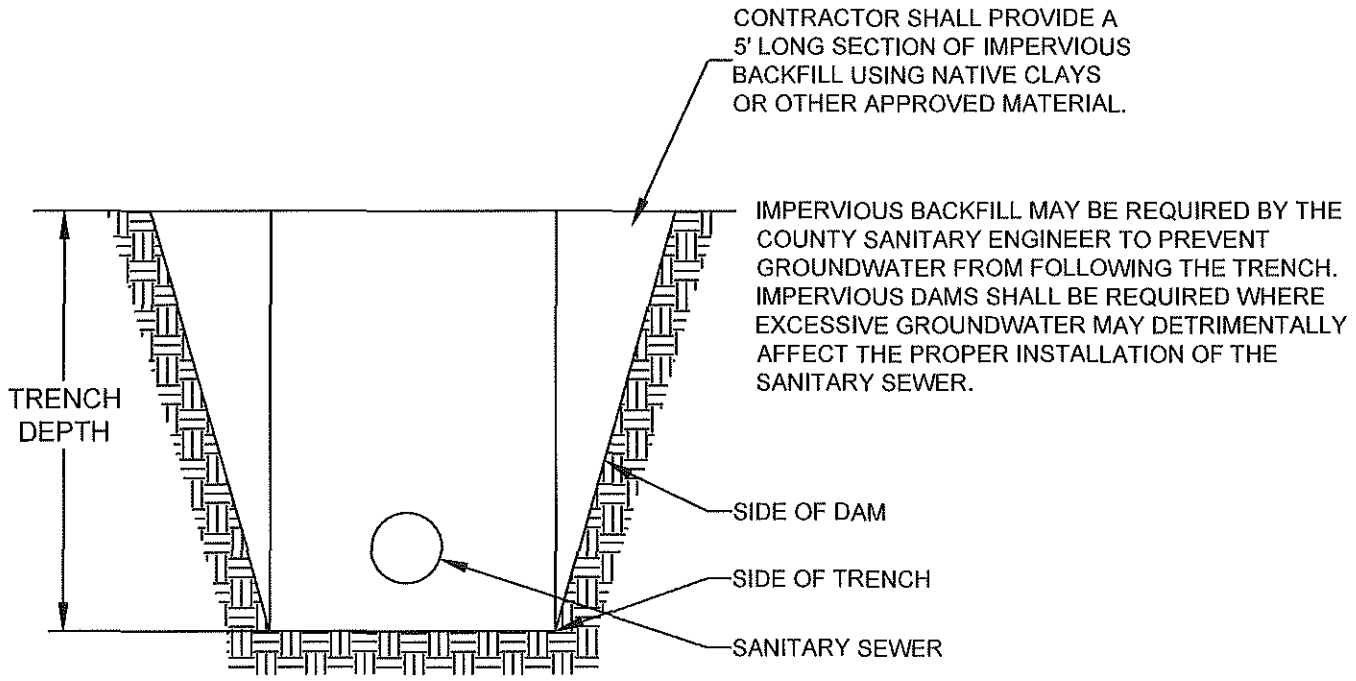
APPROVED/REVISED

MAY, 2023

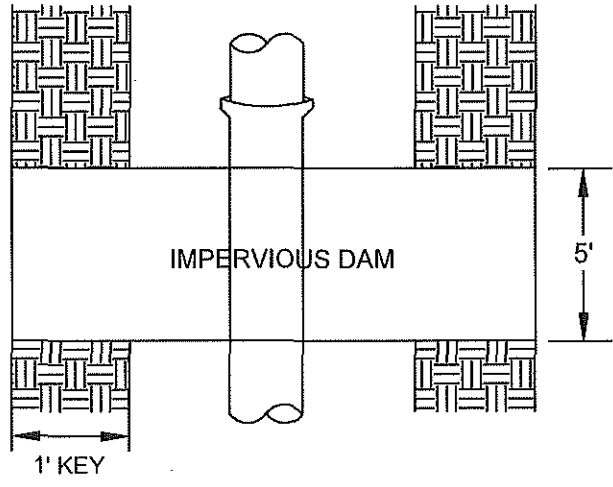
WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-19



IMPERVIOUS DAM DETAIL ELEVATION



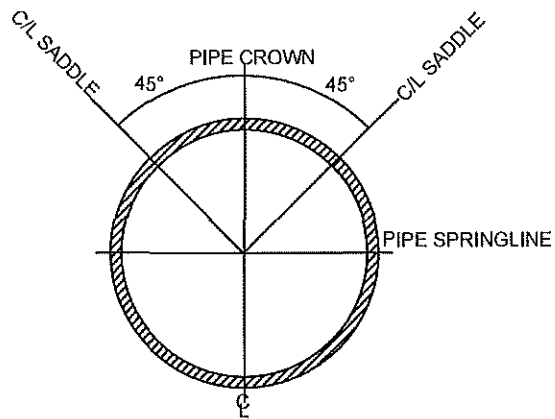
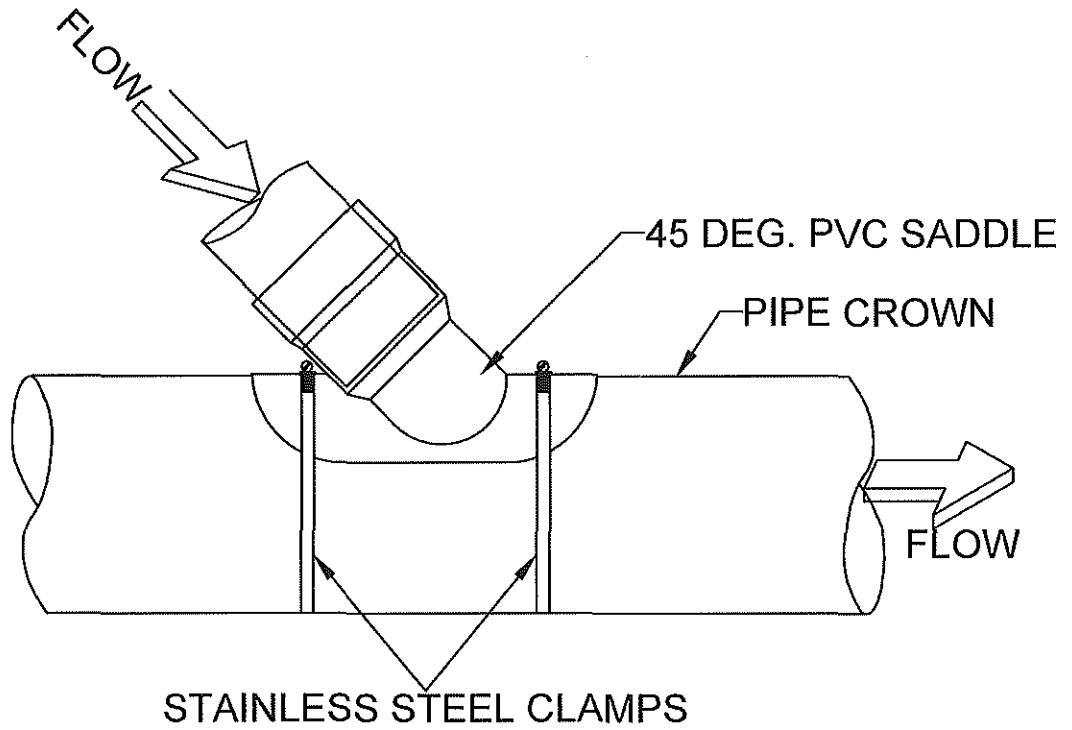
DAM PLAN

THE CONTRACTOR SHALL PLACE CUTOFF TRENCH DAMS OF NATIVE CLAY OR IMPERVIOUS SOIL ACROSS AND ALONG THE TRENCH AS SPECIFIED BY THE COUNTY SANITARY ENGINEER.

THE TRENCH DAMS SHALL BE CAREFULLY COMPACTED AND SHALL BE 5 FEET IN LENGTH (MEASURED ALONG THE TRENCH CENTERLINE) AND SHALL BE BENCHED INTO THE UNDISTURBED TRENCH SIDES.

IMPERVIOUS DAM DETAIL

<p>APPROVED/REVISED</p> <p>MAY, 2023</p>	<p>WARREN COUNTY STANDARD DETAILS</p> <p>DEPARTMENT OF WATER & SEWER</p>	<p>STANDARD NUMBER</p> <p>S-20</p>
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LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE

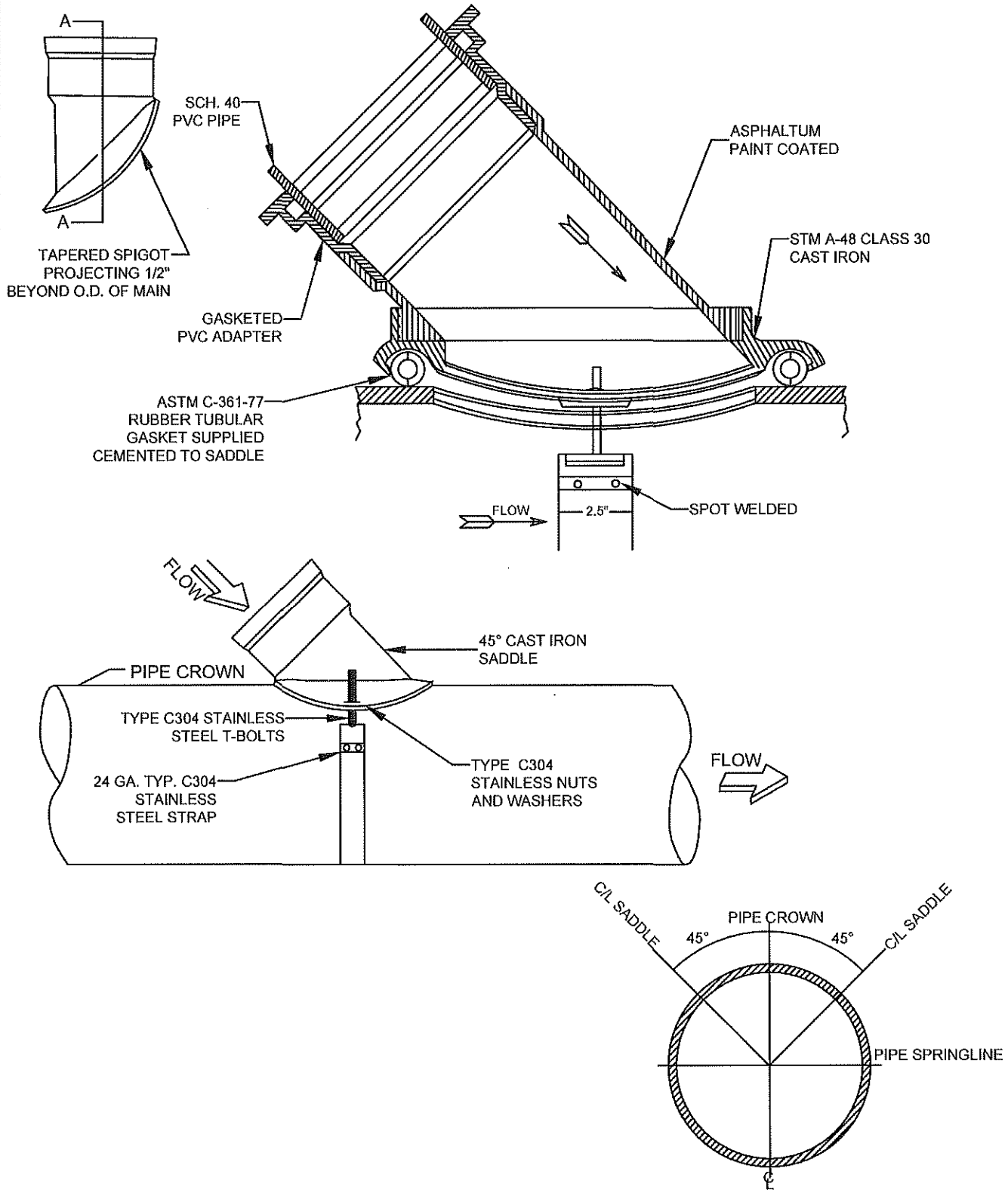
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MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-21



LATERAL SADDLE INSTALLATION FOR VCP & DUCTILE IRON PIPE

APPROVED/REVISED

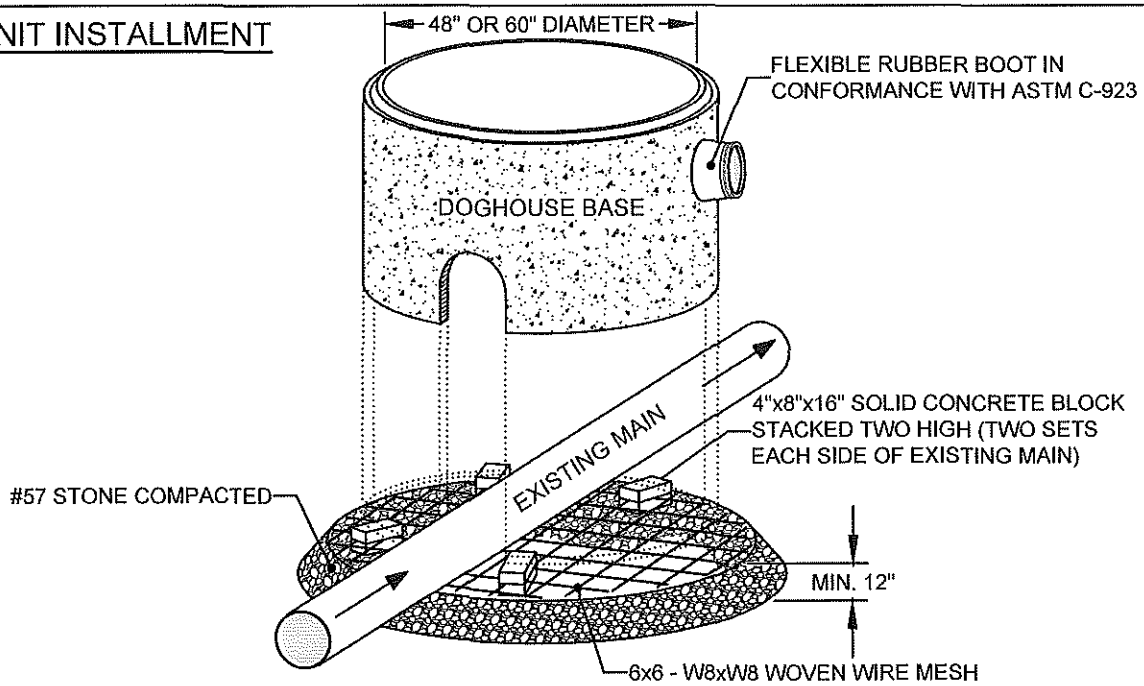
MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

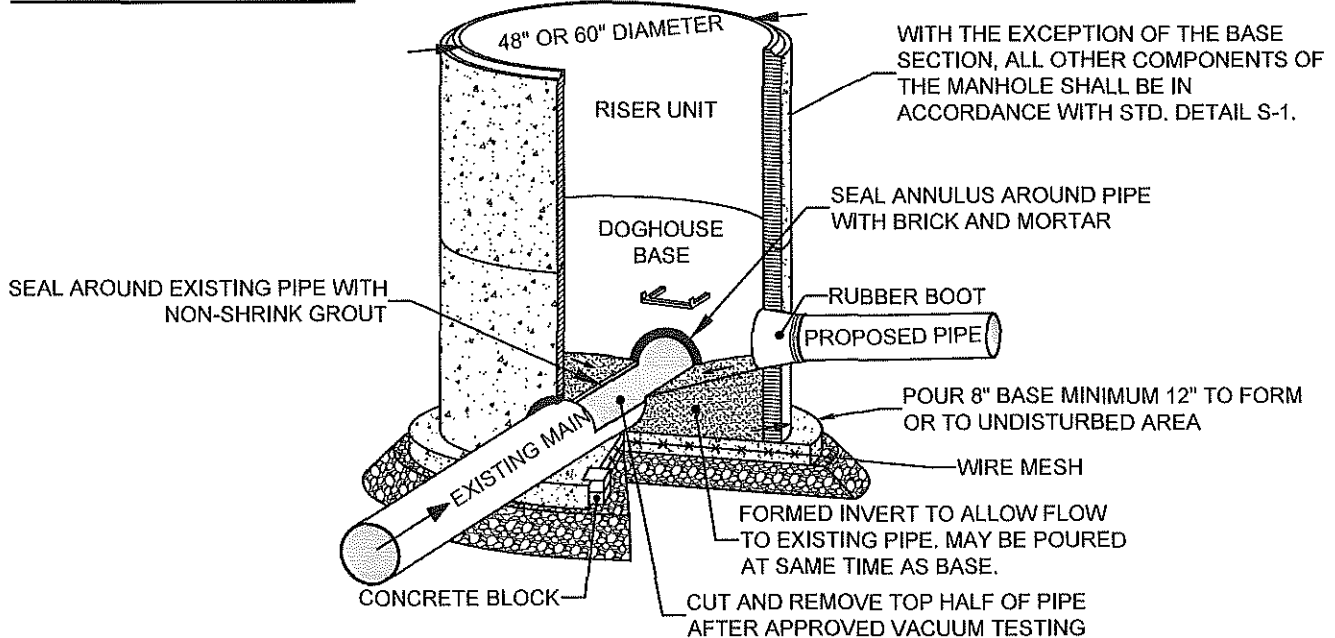
STANDARD NUMBER

S-22

BASE UNIT INSTALLMENT



INVERT INSTALLMENT



NOTES:

1. DOGHOUSE OPENINGS IN PRECAST UNITS SHALL HAVE A RADIUS OF 4 TO 8 INCHES LARGER THAN THE EXISTING PIPE DIAMETER.
2. CAST-IN-PLACE CONCRETE SHALL BE 4000 PSI, PER ASTM C-94.
3. ALL PRECAST MANHOLE COMPONENTS SHALL MEET ASTM C-478.
4. BENCH SHALL SLOPE UPWARD FROM THE SPRINGLINE TO THE PROJECTED LEVEL OF THE PIPE CROWN OR 8 INCHES ABOVE THE SPRINGLINE, WHICHEVER IS LESS.

STANDARD PRECAST CONCRETE DOGHOUSE MANHOLE

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

S-23

DETAILED PROCEDURES FOR SANITARY SEWER

PROCEDURES FOR MAKING SEWER LATERAL CONNECTIONS TO EXISTING SEWER:

- A. IF ABS COMPOSITE
 1. EXCAVATE TO POINT OF LATERAL ON MAIN.
 2. CLEAN EXISTING PIPE.
 3. ALIGN SADDLE TO PROPER POSITION AND MARK AREA TO BE CUT.
 4. CUT HOLE IN PIPE AS REQUIRED MAKING SURE THE CUT OUT DOESN'T ENTER THE MAIN.
 5. ATTACH AND SEAL SADDLE WITH STAINLESS STEEL STRAPS AND MASTIC SEALER BETWEEN SADDLE AND PIPE. INSERTA TEES ARE NOT PERMITTED.
- B. IF CLAY OR CONCRETE
 1. EXCAVATE TO POINT OF LATERAL ON MAIN.
 2. PLUG OUTLET PIPE AT UPSTREAM MANHOLE - PUMP TO DOWNSTREAM MANHOLE IF NECESSARY.REMOVE CLOSEST LENGTH OF PIPE AND REPLACE WITH TEE LATERAL SECTION OF PIPE OR CORE EXISTING MAIN.

PROCEDURE FOR MAKING SEWER EXTENSIONS FROM EXISTING MANHOLES:

- A. CONSTRUCT LINE TO WITHIN ONE JOINT OF EXISTING MANHOLE.
- B. AFTER LINE PASSES LEAKAGE TEST AND WARREN COUNTY SANITARY ENGINEER GIVES GO AHEAD - CONNECTION IS TO BE MADE.
- C. PLUG OUTLET PIPE AT UPSTREAM MANHOLE - PUMP TO DOWNSTREAM MANHOLE IF NECESSARY.
- D. A HOLE IS CUT AT THE PROPOSED INLET POINT AND THE LAST JOINT IS LAID.
- E. EXISTING BENCH AND CHANNEL OF MANHOLE IS REBUILT AND SHAPED AS REQUIRED.
- F. NEW CONNECTION IS TO BE SEALED AS REQUIRED.

PROCEDURE FOR MAKING NEW MANHOLES ON EXISTING SEWER MAINS:

- A. EXCAVATE AND EXPOSE EXISTING SEWER AT POINT OF NEW MANHOLE.
- B. BUILD MANHOLE OVER EXISTING LINE WILL NOT DISTURBING EXISTING LINE.
- C. BUILD NEW LINE(S) FROM NEW MANHOLE.
- D. AFTER NEW LINE(S) PASS(ES) LEAKAGE TEST AND WARREN COUNTY SANITARY ENGINEER GIVE GO AHEAD - PLUG OUTLET PIPE AT EXISTING UPSTREAM MANHOLE (PUMP TO EXISTING DOWNSTREAM MANHOLE IF NECESSARY).
- E. BREAKOUT TOP OF EXISTING SEWER AS REQUIRED AND FORM A BENCH AND CHANNEL AS REQUIRED.

STORM WATER AND EXTRANEIOUS FLOWS:

- A. STORM WATER AND EXTRANEIOUS FLOWS ARE PROHIBITED FROM ENTERING THE EXISTING SYSTEM DURING CONSTRUCTION.
- B. NO OPEN CUT TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT.
- C. STORM DRAINS, DIVERSION DITCHES, PUMPS, ETC., SHALL BE USED AS REQUIRED TO MAINTAIN THE INTEGRITY OF THE SYSTEM AT ALL TIMES.

SANITARY SEWER BEDDING:

- A. ALL SANITARY SEWER PIPE MUST BE BEDDED WITH NUMBER 57 STONE EXTENDING FROM A POINT NOT LESS THAN 6" BELOW THE BOTTOM OF THE PIPE TO THE SPRINGLINE OF THE PIPE.
- B. BACKFILL WITH NUMBER 9 GRITS FROM THE SPRINGLINE TO A POINT NOT LESS THAN 12" ABOVE THE CROWN OF THE PIPE.
- C. BEDDING SHALL PROVIDE A UNIFORM SUPPORT ALONG THE ENTIRE PIPE BARREL, WITHOUT LOAD CONCENTRATION AT JOINT COLLARS OR BELLS.
- D. BEDDING DISTURBED BY PIPE MOVEMENT OR BY REMOVAL OF SHORING OR MOVEMENT OF THE TRENCH SHIELD OR BOXY SHALL BE RECONSOLIDATED PRIOR TO BACKFILL.
- E. BEDDING TO BE COMPACTED TO 95% PROCTOR.

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-1

GENERAL NOTES - SANITARY SEWER

1. ALL SANITARY PIPE SHALL CONFORM TO THE FOLLOWING:
 - A. ASTM D-2680 FOR ABS/PVC GASKETED COMPOSITE PIPE (TRUSS)
 - B. ASTM D-3034 FOR SDR 26 GASKETED 4" - 15" DIAMETER
 - C. ASTM F-679 FOR SDR 26 GASKETED 18" - 30" DIAMETER
 - D. PIPE LARGER THAN 15" SHALL CONFORM TO ASTM F-9494 (A2000) OR ASTM F-1803.
2. CERAMIC COATED CLASS 53 DUCTILE IRON PIPE OR EQUAL MUST BE USED WHERE SPECIFIED BY THE COUNTY SANITARY ENGINEER.
3. JOINTS FOR PVC GRAVITY SEWER SHALL BE PUSH-ON TYPES WITH RUBBER GASKETS. PIPE ENDS SHALL NOT BE BEVELED. PIPE ENDS MUST BE SEALED.
4. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER STORM WATER CONNECTIONS TO THE SANITARY SYSTEM ARE PROHIBITED.
5. NO MANHOLE OR ANY PORTION OF THE MANHOLE, SHALL BE LOCATED UNDER A SIDEWALK OR DRIVEWAY.
6. SANITARY SEWER LATERALS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS.
 - A. ABS PIPE - ASTM d-2751 WITH SDR 23.5 (6" GLUE JOINT)
 - B. PVC PIPE - ASTM D-3034 WITH 23.5 (6" GLUE OR GASKET JOINT)
ASTM D-2665 SCHEDULE 40
ASTM D-3034 WITH SDR 35 (6" ONLY)
 - C. DUCTILE IRON - CLASS 53 (6")
7. SEWER LATERAL LOCATION :
 - A. SEWER LATERALS MUST BE EXTENDED TO THE HOUSE SIDE OF UTILITY EASEMENTS.
 - B. SEWER LATERALS SHALL BE MARKED BY TWO INCHES BY FOUR INCHES (2" X 4") OR LARGER POSTS. POSTS SHALL BE PAINTED GREEN.
 - C. A SIX FOOT (6') LENGTH OF #6 REINFORCED BAR SHALL BE INSTALLED AGAINST THE POST.
 - D. END OF SEWER LATERAL SHALL NOT EXCEED 4' IN DEPTH UNLESS APPROVED BY THE COUNTY SANITARY ENGINEER.
 - E. SEE DETAILS S-14A , S-14B, AND S-14C.
8. ONLY SANITARY WYES WITH 45° BENDS SHALL BE USED FOR SANITARY LATERAL INSTALLATION. ALL WYES TO BE GLUE JOINTS ON TRUSS AND COMPOSITE PIPE. ALL SANITARY LATERALS MUST BE SIX INCHES (6") IN DIAMETER WITHIN THE RIGHT-OF-WAY. NO CONNECTION SHALL BE MADE TO THE CROWN OF THE SEWER MAIN.
9. ALL LATERALS TO BE NOT LESS THAN SIX INCHES (6") INSIDE DIAMETER.
10. THE LOCATION OF SEWER LATERALS MUST BE STAMPED IN THE CURB AT THE TIME THE CURB IS PLACED TO PERMANENTLY INDICATE THE LOCATION OF SAID LATERALS.
11. THE LOCATION OF ALL SEWER LATERALS MUST BE PROVIDED ON THE AS-BUILT PLANS.
12. MANHOLE LATERALS SHALL HAVE AN INVERT TWO INCHES (2") ABOVE MAIN-LINE INVERTS.
13. EXISTING MANHOLE CASTING ARE TO BE RAISED BY EITHER A MANHOLE ADJUSTING RING OR A BARREL SECTION ADDED. IF THE HEIGHT OF NECESSARY ADJUSTMENT IS OVER ONE FOOT (1') OR THERE IS ALREADY AN EXISTING ADJUSTMENT RING BEING USED, THE CONTRACTOR IS TO USE A NEW BARREL SECTION ONLY. EXTRA CARE IS TO BE TAKEN TO INSURE A PROPER AND TIGHT SEAL AT ALL NEW JOINTS.

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER SG-2A
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GENERAL NOTES - SANITARY SEWER (CONTINUED)

- 14. THE CONTRACTOR MUST INSTALL MECHANICAL PLUG(S) AT THE POINT(S) OF CONNECTION TO EXISTING SEWER PRIOR TO INITIATING ANY CONSTRUCTION. THE MECHANICAL PLUG(S) SHALL REMAIN IN PLACE UNTIL THE NEW MAINS HAVE BEEN FLUSHED, CLEANED, TESTED, TELEVISED, AND APPROVED FOR USE BY WARREN COUNTY SANITARY ENGINEER. THE MECHANICAL PLUG(S) CAN ONLY BE REMOVED IN THE PRESENCE OF A WARREN COUNTY SEWER INSPECTOR.
- 15. TRENCH SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST INSURE THAT ALL APPLICABLE OSHA OPEN TRENCH SAFETY REQUIREMENTS ARE FOLLOWED. IT IS NOT WARREN COUNTY'S RESPONSIBILITY TO INSPECT EACH SITE FOR COMPLIANCE.
- 16. HDPE PIPE MAY ONLY BE USED FOR DIRECTIONAL BORING OF FORCE MAINS WITH APPROVAL FROM THE COUNTY SANITARY ENGINEER. ALL DIRECTIONAL BORING SHOULD BE ACCOMPANIED BY DRILLING LOGS AT 25' STATION INCREMENTS, PVC PIPE SHALL BE PERMITTED FOR FORCE MAINS SIX INCHES (6") OR SMALLER IN DIAMETER. FORCE MAINS EIGHT INCHES (8") OR LARGER MUST BE CLASS 53 DUCTILE IRON WITH AN INTERIOR LINING OF EPOXY OR CERAMIC. PVC SHALL CONFORM TO AWWA C900 REQUIREMENTS AND HAVE AN EQUIVALENT OUTSIDE DIAMETER OF DR 14.
- 17. MINIMUM SLOPE SHALL BE AS FOLLOWS:

<u>PIPE SIZE</u>	<u>MINIMUM SLOPE (%)</u>
6"	2.00
8"	.50
10"	.35
12"	.28
15"	.19
18"	.15

- 18. ALL MATERIALS USED SHALL BE DOMESTIC, MADE IN THE UNITED STATES OF AMERICA.

APPROVED/REVISED MAY, 2023	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER SG-2B
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PIPE CONNECTIONS INTO MANHOLES

SEWER PIPE TO MANHOLE CONNECTIONS ON ALL SANITARY SEWERS SHALL BE FLEXIBLE AND WATERTIGHT. SEWER PIPE SHALL BE SEALED IN THE MANHOLE SECTION PIPE OPENINGS WITH A RESILIENT CONNECTOR MEETING THE REQUIREMENTS OF ASTM C923. THE CONNECTION MAY BE ANY OF THE FOLLOWING TYPES:

1. RUBBER SLEEVE WITH STAINLESS STEEL BANDING
 - A. KOR-N-SEAL AS MANUFACTURED BY POLLUTION CONTROL SYSTEMS, INC.
 - B. LOCK JOINT FLEXIBLE MANHOLE SLEEVE AS MANUFACTURED BY INTERSPACE CORPORATION.
 - C. OR EQUAL.

2. RUBBER GASKET COMPRESSION
 - A. PRESS WEDGE II AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION.
 - B. DURA-SEAL AS MANUFACTURED BY DURA TECH, INC.
 - C. OR EQUAL.

RESILIENT CONNECTOR SHALL BE CAST INTEGRALLY INTO THE WALL OF THE MANHOLE SECTION AT TIME OF MANUFACTURE OR SHALL BE INSTALLED BY MECHANICAL MEANS IN OPENING CUT INTO MAHOLE WALL PER ASTM C923.

ANY CONNECTION TO AN EXISTING MANHOLE MUST BE MADE BY CORING THE MANHOLE. ANY CORE TO A MANHOLE MUST BE CENTERED IN THE BARREL SECTION. NO CORE SHALL BE MADE ALONG THE SEAM OF THE BARREL SECTION(S).

APPROVED/REVISED MARCH, 2018	WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER & SEWER	STANDARD NUMBER SG-3
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SEWER TESTING

1. THE CONTRACTOR MUST INSTALL MECHANICAL PLUG(S) AT THE POINT(S) OF CONNECTION TO THE EXISTING SEWER PRIOR TO INITIATING ANY CONSTRUCTION. THE MECHANICAL PLUG(S) SHALL REMAIN IN PLACE UNTIL THE NEW MAINS HAVE BEEN FLUSHED, CLEANED, TESTED, TELEVISED, AND APPROVED FOR USE BY THE WARREN COUNTY SANITARY ENGINEER. THE MECHANICAL PLUG(S) CAN ONLY BE REMOVED IN THE PRESENCE OF A WARREN COUNTY SEWER INSPECTOR.
2. ALL NEW MANHOLES SHALL BE VACUUM TESTED. A VACUUM OF 10" OF MERCURY SHALL BE DRAWN ON THE MANHOLE. FOR A 4' MANHOLE LESS THAN 20' DEEP, MANHOLE SHALL HOLD 9" OF MERCURY FOR AT LEAST ONE (1) MINUTE.
3. ALL SANITARY SEWER MAINS MUST BE AIR TESTED. THE STANDARD TEST IS AN AIR PRESSURE TEST OF 5.0 PSI FOR A FIVE (5) MINUTE PERIOD WITH A MAXIMUM OF 1.0 PSI LOSS.
4. ALL NON-TRUSS PIPE SHALL BE TESTED FOR DEFLECTION AFTER BACKFILLING IS COMPLETED (30 DAY MINIMUM REQUIRED). A DEFLECTION TEST WITH A NINE POINT MANDREL WILL BE REQUIRED. NO MECHANICAL PULLING DEVICE SHALL BE USED. A VERTICAL RING DEFLECTION GREATER THAN FIVE PERCENT (5%) WILL NOT BE ALLOWED. THIS DEFLECTION IS DEFINED AS A FIVE PERCENT REDUCTION IN THE VERTICAL BASE OR AVERAGE INSIDE DIAMETER.
5. AT THE TIME THE SANITARY SEWER IS TESTED, THE SEWER MUST BE CLEANED AND TELEVISED WITH VIDEO DOCUMENTATION PROVIDED TO WARREN COUNTY ON A FLASH DRIVE OR THROUGH A FILE TRANSFER PROTOCOL (FTP) SITE. THE VIDEO MUST INCLUDE AUDIO IDENTIFICATION OF THE PIPE SPANS FROM MANHOLE TO MANHOLE, FLOW DIRECTION, TILT AND PAN OF ALL LATERALS AND CALL OUT ANY SUSPECT PROBLEMS IN THE SYSTEM. ALL PROBLEMS MUST BE IDENTIFIED BY THE CONTRACTOR. THE NECESSARY REPAIRS MUST BE MADE AND THE SEWER MUST THEN BE RE-CLEANED, RE-TESTED, AND RE-TELEVISED.
6. A SECOND VIDEO INSPECTION IS REQUIRED ONE YEAR AFTER INSTALLATION AND/OR PRIOR TO THE RELEASE OF THE MAINTENANCE BOND. IF A DEFICIENCY IS IDENTIFIED DURING THIS TELEVISED INSPECTION, THE FAILED SEWER PIPE MUST BE TESTED AND REPAIRED TO THE SATISFACTION OF THE COUNTY SANITARY ENGINEER.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE TELEVISIONING, TESTING, AND REPAIRS OF THE SANITARY SEWER.

APPROVED/REVISED

MAY, 2023

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

SG-4

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0573

Adopted Date May 09, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/2/23 and 5/4/23 as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0574

Adopted Date May 09, 2023

ACKNOWLEDGE RECEIPT OF APRIL 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the April 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	77,198,956.42	7,534,126.74	6,392,084.73	78,340,998.43	589,725.11	78,930,723.54
2201	SENIOR CITIZENS SERVICE LEVY	7,900,757.59	1,002.77	7,610.18	7,894,150.18	0.00	7,894,150.18
2202	MOTOR VEHICLE	8,974,361.38	1,080,866.31	519,840.82	9,535,386.87	20,660.21	9,556,047.08
2203	HUMAN SERVICES	642,722.54	823,571.62	550,147.74	916,146.42	310,835.86	1,226,982.28
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	0.00	4,591,591.86	0.00	4,591,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	32,769,379.53	281,945.56	1,429,844.62	31,621,480.47	372,028.66	31,993,509.13
2206	DOG AND KENNEL	824,922.54	22,511.75	27,693.11	819,741.18	0.00	819,741.18
2207	LAW LIBRARY RESOURCES FUND	88,184.22	33,154.41	4,634.59	116,704.04	20.00	116,724.04
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,897,204.03	0.00	58,429.10	19,838,774.93	32,388.00	19,871,162.93
2212	ONEOHIO OPIOID SETTLEMENT FUND	317,265.10	0.00	0.00	317,265.10	0.00	317,265.10
2215	VETERAN'S MEMORIAL	9,878.84	0.00	0.00	9,878.84	0.00	9,878.84
2216	RECORDER TECH FUND 317.321	230,440.34	6,964.75	7,950.00	229,455.09	0.00	229,455.09
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	593,242.18	19,192.59	54,807.22	557,627.55	25,868.22	583,495.77
2219	WIRELESS 911 GOVERNMENT ASSIST	449,629.61	20,938.48	13,470.71	457,097.38	0.00	457,097.38
2220	CP INDIGENT DRVR INTRLK/MONITG	11,144.74	108.41	0.00	11,253.15	0.00	11,253.15
2221	CC/MC INDIGENT DRIVER INTERLOC	121,919.97	1,115.24	0.00	123,035.21	0.00	123,035.21
2222	JUV INDIGENT DRIVER INTERLOCK	2,467.38	154.53	0.00	2,621.91	0.00	2,621.91
2223	PROBATE/JUVENILE SPECIAL PROJ	321,995.61	3,608.58	0.00	325,604.19	0.00	325,604.19
2224	COMMON PLEAS SPECIAL PROJECTS	204,252.20	7,591.00	37,210.00	174,633.20	1,500.00	176,133.20
2227	PROBATION SUPERVISION 2951.021	725,314.82	66,503.45	11,345.14	780,473.13	700.00	781,173.13
2228	MENTAL HEALTH GRANT	162,648.69	0.00	0.00	162,648.69	0.00	162,648.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,237,682.22	50,837.28	0.00	3,288,519.50	0.00	3,288,519.50
2231	CO LODGING ADD'L 1%	77,207.18	104,454.89	77,207.18	104,454.89	0.00	104,454.89

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	231,699.30	313,365.02	231,699.30	313,365.02	10.13	313,375.15
2233	DOMESTIC SHELTER	7,753.00	3,255.00	0.00	11,008.00	0.00	11,008.00
2237	REAL ESTATE ASSESSMENT	6,122,196.98	2,951.82	172,844.10	5,952,304.70	439.65	5,952,744.35
2238	WORKFORCE INVESTMENT BOARD	143,817.65	156,746.35	37,859.37	262,704.63	0.00	262,704.63
2243	JUVENILE GRANTS	338,903.41	1,110.00	1,147.50	338,865.91	0.00	338,865.91
2245	CRIME VICTIM GRANT FUND	22,582.83	3,975.96	3,860.00	22,698.79	0.00	22,698.79
2246	JUVENILE INDIGENT DRIVER ALCOH	21,214.35	66.00	0.00	21,280.35	0.00	21,280.35
2247	FELONY DELINQUENT CARE/CUSTODY	507,391.21	0.00	106,462.68	400,928.53	1,963.63	402,892.16
2248	TAX CERTIFICATE ADMIN FUND	28,342.23	0.00	238.00	28,104.23	0.00	28,104.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	846,773.05	505.53	15,555.00	831,723.58	80.00	831,803.58
2250	CERT OF TITLE ADMIN FUND	3,518,122.55	229,391.97	94,422.55	3,653,091.97	5,837.85	3,658,929.82
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	87,344.19	53,700.00	46,469.79	94,574.40	0.00	94,574.40
2255	MUNICIPAL VICTIM WITNESS FUND	107,083.17	0.00	6,632.36	100,450.81	0.00	100,450.81
2256	WARREN COUNTY SOLID WASTE DIST	1,130,509.84	16,441.85	13,932.60	1,133,019.09	0.00	1,133,019.09
2257	OHIO PEACE OFFICER TRAINING	119,604.32	0.00	1,000.00	118,604.32	1,000.00	119,604.32
2258	WORKFORCE INVESTMENT ACT FUND	67,742.95	86,115.72	34,070.08	119,788.59	7,203.72	126,992.31
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	836,413.33	21,729.00	27,254.75	830,887.58	110.00	830,997.58
2263	CHILD SUPPORT ENFORCEMENT	1,460,583.59	230,681.75	211,382.98	1,479,882.36	881.88	1,480,764.24
2264	EMERGENCY MANAGEMENT AGENCY	336,043.56	-27.00	25,752.14	310,264.42	9,669.48	319,933.90
2265	COMMUNITY DEVELOPMENT	580,575.38	117,463.19	88,343.84	609,694.73	0.00	609,694.73
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	13,250.00	0.00	13,250.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	268,677.14	2,670.00	152.08	271,195.06	0.00	271,195.06
2269	INDIGENT DRIVER ALCOHOL TREATM	760,551.84	7,763.05	0.00	768,314.89	0.00	768,314.89
2270	JUVENILE TREATMENT CENTER	219,946.91	296,628.40	102,231.28	414,344.03	9,143.90	423,487.93
2271	DTAC-PROSECUTOR ORC 321.261	405,398.62	505.53	15,597.99	390,306.16	0.00	390,306.16
2272	CP INDIGENT DRVR ALC TREATMT	48,277.05	7,724.95	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	11,343,612.28	244,051.68	624,453.25	10,963,210.71	301,436.61	11,264,647.32
2274	COUNTY COURT COMPUTR 1907.261A	84,814.63	1,303.00	5,445.64	80,671.99	5,445.64	86,117.63
2275	COUNTY CRT CLK COMP 1907.261B	73,419.73	4,084.67	340.00	77,164.40	340.00	77,504.40
2276	PROBATE COMPUTER 2101.162	100,246.63	642.00	0.00	100,888.63	0.00	100,888.63
2277	PROBATE CLERK COMPUTR 2101.162	281,941.01	2,140.00	0.00	284,081.01	0.00	284,081.01
2278	JUVENILE CLK COMPUTR 2151.541	48,952.35	1,468.57	0.00	50,420.92	0.00	50,420.92
2279	JUVENILE COMPUTER 2151.541	48,135.51	439.57	0.00	48,575.08	0.00	48,575.08
2280	COMMON PLEAS COMPUTER 2303.201	85,341.74	1,776.00	0.00	87,117.74	0.00	87,117.74
2281	DOMESTIC REL COMPUTER 2301.031	9,330.01	501.00	1,838.86	7,992.15	877.76	8,869.91
2282	CLERK COURTS COMPUTER 2303.201	31,956.52	7,089.00	0.00	39,045.52	0.00	39,045.52
2283	COUNTY CT SPEC PROJ 1907.24B1	2,071,835.87	26,018.96	13,408.43	2,084,446.40	657.95	2,085,104.35
2284	COGNITIVE INTERVENTION PROGRAM	425,078.98	3,182.35	731.65	427,529.68	0.00	427,529.68
2285	CONCEALED HANDGUN LICENSE	802,749.19	5,860.00	7,789.65	800,819.54	0.00	800,819.54
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,799.96	100.00	632.27	3,267.69	594.94	3,862.63
2287	SHERIFF-LAW ENFORCEMENT TRUST	297,150.02	15,258.42	2,482.69	309,925.75	1,120.76	311,046.51
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	13,240.10	161,562.00	80,524.20	94,277.90	2,941.25	97,219.15
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	25,082.00	100.00	21,270.00	3,912.00	0.00	3,912.00

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	9,443.50	9,443.50	0.00	18,887.00	0.00	18,887.00
2295	TACTICAL RESPONSE UNIT	19,300.14	1,000.00	1,433.00	18,867.14	683.00	19,550.14
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	139,026.83	450.00	0.00	139,476.83	0.00	139,476.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,507,291.32	180,583.36	110,219.46	1,577,655.22	0.00	1,577,655.22
3327	BOND RETIREMENT SPECIAL ASSMT	117,133.09	0.00	0.00	117,133.09	0.00	117,133.09
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,302,908.00	3,488.44	3,488.44	3,302,908.00	0.00	3,302,908.00
3395	JAIL BONDS 2019	10,048,500.00	0.00	0.00	10,048,500.00	0.00	10,048,500.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,082,569.81	281,170.04	315,960.55	1,047,779.30	0.00	1,047,779.30
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	25,550,000.00	0.00	0.00	25,550,000.00	0.00	25,550,000.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	613,431.01	0.00	0.00	613,431.01	0.00	613,431.01
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,640,820.94	0.00	41,836.33	5,598,984.61	15,639.14	5,614,623.75
4479	AIRPORT CONSTRUCTION	964,589.58	0.00	10,924.39	953,665.19	0.00	953,665.19
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	740,828.67	0.00	0.00	740,828.67	0.00	740,828.67
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,277,499.39	0.00	92,529.60	4,184,969.79	92,529.60	4,277,499.39
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10
4494	COURTS BUILDING	9,139,255.55	0.00	42,787.15	9,096,468.40	0.00	9,096,468.40
4495	JAIL CONSTRUCTION SALES TAX	2,217,848.60	23,871.86	22,038.72	2,219,681.74	21,800.00	2,241,481.74
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,851,091.68	2,636,843.51	1,119,003.98	28,368,931.21	84,340.24	28,453,271.45
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	827,073.34	1,509.34	234,180.69	594,401.99	196,932.37	791,334.36
5580	SEWER REVENUE	31,467,086.28	2,102,234.17	751,044.48	32,818,275.97	255,992.00	33,074,267.97
5581	SEWER IMPROV-WC VOCATIONAL SCH	279,396.79	6,064.40	0.00	285,461.19	0.00	285,461.19
5583	WATER CONST PROJECTS	1,130,232.56	282,018.58	461,544.73	950,706.41	154,446.85	1,105,153.26
5590	STORM WATER TIER 1	307,635.70	27,414.03	0.00	335,049.73	0.00	335,049.73
6619	VEHICLE MAINTENANCE ROTARY	123,169.01	40,800.50	43,416.07	120,553.44	7,335.49	127,888.93
6630	SHERIFF'S POLICING REVOLV FUND	202,662.26	374,511.50	402,143.08	175,030.68	0.00	175,030.68
6631	COMMUNICATIONS ROTARY	326,838.62	710.97	23,418.34	304,131.25	18,255.41	322,386.66

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6632	HEALTH INSURANCE	2,533,126.52	891,705.40	1,290,477.44	2,134,354.48	61,119.15	2,195,473.63
6636	WORKERS COMP SELF INSURANCE	1,825,871.64	10,000.00	17,475.55	1,818,396.09	9,370.17	1,827,766.26
6637	PROPERTY & CASUALTY INSURANCE	330,702.45	357,133.00	442,057.91	245,777.54	0.00	245,777.54
6650	GASOLINE ROTARY	120,448.81	86,772.61	49,712.13	157,509.29	15,802.07	173,311.36
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	22,357,766.53	458,293.94	22,816,060.47	0.00	0.00	0.00
7709	CORPORATION FUND	10,238,974.80	191,618.02	10,428,677.82	1,915.00	0.00	1,915.00
7713	WATER-SEWER ROTARY FUND	2,174,614.98	3,069,209.60	4,780,743.65	463,080.93	2,354.53	465,435.46
7714	PAYROLL ROTARY	1,015,839.45	3,637,532.84	3,553,715.47	1,099,656.82	897,335.01	1,996,991.83
7715	NON PARTICIPANT ROTARY	10,841.52	3,816.96	1,544.64	13,113.84	5,792.40	18,906.24
7716	SCHOOL	39,570,973.19	46,364.29	39,617,199.38	138.10	0.00	138.10
7717	UNDIVIDED GENERAL TAX	7,093,452.40	3,424,056.19	1,341,837.99	9,175,670.60	16,495.25	9,192,165.85
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	73,918.02	1,873.75	70,045.57	5,746.20	0.00	5,746.20
7720	LOCAL GOVERNMENT FUND	0.00	348,940.95	348,940.95	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	937,408.68	9.16	937,417.84	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	154.64	250.00	15.29	389.35	15.29	404.64
7723	GASOLINE TAX	0.00	474,187.29	474,187.29	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	325,630.05	0.00	0.00	325,630.05	0.00	325,630.05
7725	UNDIVIDED WIRELESS 911 GOV ASS	19,880.36	41,876.96	40,818.84	20,938.48	0.00	20,938.48
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,054,609.88	1,054,609.88	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	714,698.28	20,838.33	732,577.68	2,958.93	60,463.99	63,422.92
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	248,483.13	1,765.92	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	20,140.70	10,447.50	11,394.31	19,193.89	11,394.31	30,588.20
7742	LIBRARIES	2,083,699.66	402,619.79	2,486,319.45	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,013.45	2,613.29	2,993.23	2,633.51	0.00	2,633.51
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	432,073.90	891,423.23	1,323,497.13	0.00	0.00	0.00
7754	OHIO ELECTIONS COMMISSION FUND	0.00	140.00	140.00	0.00	140.00	140.00
7756	SEWER ROTARY	19,887.00	12,932.00	2,012.00	30,807.00	0.00	30,807.00
7757	MERCY PASS THROUGH TO TID	271,292.00	3,331,320.59	3,331,320.59	271,292.00	3,331,320.59	3,602,612.59
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	137,609.42	137,609.42	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,427.88	630.00	1,209.00	28,848.88	0.00	28,848.88
7766	ESCROW ROTARY	894,247.93	0.00	0.00	894,247.93	0.00	894,247.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	250.00	1,269.17	0.00	1,519.17	0.00	1,519.17
7769	BANKRUPTCY POST PETITION CONDU	6,259.08	1,369.18	0.00	7,628.26	0.00	7,628.26
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	225.00	225.00
7774	ARSON OFFENDER REGISTR FEE	245.00	72.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,298.62	10,812.50	15,405.25	8,705.87	28.00	8,733.87
7776	UNDIVIDED EVIDENCE SHERIFF	42,139.34	0.00	0.00	42,139.34	0.00	42,139.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	344,451.61	1,438,075.00	1,152,334.00	630,192.61	605,211.24	1,235,403.85
7779	UNDIVIDED DRUG TASK FORCE SEIZ	346,688.80	0.00	183,894.80	162,794.00	66,202.14	228,996.14
7781	REFUNDABLE DEPOSITS	388,396.83	25,532.22	10,941.85	402,987.20	2,042.28	405,029.48

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	3,133.60	65,637.38	0.00	68,770.98	0.00	68,770.98
7795	UNDIVIDED INDIGENT FEES	0.00	3,121.15	3,121.15	0.00	624.23	624.23
7796	MASON MUN ORD VIOLATION INDIGE	9,398.70	0.00	1,127.50	8,271.20	127.50	8,398.70
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	16,423.03	16,423.03	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	711,456.10	1,000.00	12.00	712,444.10	0.00	712,444.10
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	10,598,346.11	147,010.52	517,310.90	10,228,045.73	26,564.51	10,254,610.24
9912	FOOD SERVICE	333,790.02	13,223.25	55,842.22	291,171.05	446.00	291,617.05
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	129,712.67	47,993.00	35,072.00	142,633.67	2,130.00	144,763.67
9925	SOIL & WATER CONSERVATION DIST	948,359.50	105,137.68	86,967.31	966,529.87	2,293.94	968,823.81
9928	REGIONAL PLANNING	494,799.10	2,662.00	43,694.72	453,766.38	100.00	453,866.38
9938	WARREN COUNTY PARK DISTRICT	1,311,034.73	83,653.44	100,174.57	1,294,513.60	6,476.02	1,300,989.62
9944	ARMCO PARK	226,358.79	117,301.99	99,996.95	243,663.83	12,272.17	255,936.00
9953	WATER SYSTEM FUND	42,188.68	1,683.00	2,296.46	41,575.22	218.00	41,793.22
9954	MENTAL HEALTH RECOVERY BOARD	17,286,210.20	754,930.20	955,150.35	17,085,990.05	319,177.36	17,405,167.41
9961	HEALTH GRANT FUND	316,457.62	94,041.87	23,327.79	387,171.70	0.00	387,171.70
9963	CAMPGROUNDS	1,442.30	1,746.00	0.00	3,188.30	0.00	3,188.30

Financial Statement for 2023 Period 04



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9976	HEALTH - SWIMMING POOL FUND	153,074.73	68,968.00	0.00	222,042.73	0.00	222,042.73
9977	DRUG TASK FORCE COG	798,254.39	119,892.66	197,428.69	720,718.36	193,379.99	914,098.35
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		460,864,834.39	40,091,350.02	113,672,551.64	387,283,632.77	8,200,556.45	395,484,189.22

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for April, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0575

Adopted Date May 09, 2023

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$530,941.53	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833208-AAAREVENUE-5583-49000	(Operational Transfers) (Water Softening Project)
\$468.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833218-AAAREVENUE-5583-49000	(Operational Transfers) (Socialville Main Transmission Project)
\$5,388.55	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833224-AAAREVENUE-5583-49000	(Operational Transfers) (Hopkinsville Watermain Imp Project)
\$1,089,874.01	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833225-AAAREVENUE-5583-49000	(Operational Transfers) (Kings Ave Bridge Water Main Project)
\$13,169.40	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833227-AAAREVENUE-5583-49000	(Operational Transfers) (Columbia Road Improv Proj Phase II)
\$55,420.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833229-AAAREVENUE-5583-49000	(Operational Transfers) (Kings Ave. Roundabout Project-TID)
\$62,258.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833230-AAAREVENUE-5583-49000	(Operational Transfers) (2022 Well Redevelopment Project)
\$146,383.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833232-AAAREVENUE-5583-49000	(Operational Transfers) (Corwin BPS Improvements Project)
\$362,000.00	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833233-AAAREVENUE-5583-49000	(Operational Transfers) (Encore Dr. Watermain Improvements)
\$372,404.42	from into	#E-55103219-AAEXPENSE-55103219-5997 #F-55833200-AAAREVENUE-5583-49000	(Operational Transfers) (Water Projects)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file

Water/Sewer (File)

Resolution

Number 23-0576

Adopted Date May 09, 2023

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$512,045.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753377 -AAREVENUE-5575-49000	(Hunter Sewer Systems Improvements)
\$2,020,600.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386 -AAREVENUE-5575-49000	(Sycamore Trails WWTP Upgrades)
\$763,886.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753388 -AAREVENUE-5575-49000	(Morrow Sewer Improvements Project)
\$2,455.12	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753394 -AAREVENUE-5575-49000	(Waynesville Reg Aeration Upgrades)
\$133,500.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753398 -AAREVENUE-5575-49000	(SR73/Corwin Forcemain Relocate Proj)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

Resolution

Number 23-0577

Adopted Date May 09, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKFORCE INVESTMENT
FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$185,000 into #22385800-5400 (WIB – Purchased Services)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Workforce Investment Board (file)

Resolution

Number 23-0578

Adopted Date May 09, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE FUND
#4451

BE IT RESOLVED, to approve the following supplemental appropriation for the Transportation
Improvement District:

\$2,666,851.00 into #44513120-5910 (Road Infrastructure – Other Expense)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Supplemental Appropriation file
 Engineer (file)
 OMB – S. Spencer

Resolution

Number 23-0579

Adopted Date May 09, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO TELECOMMUNICATIONS
DEPARTMENT FUND ROTARY FUND #6631

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 50,000.00 into #66312810-5910 (Other Expense)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Telecom (file)

Resolution

Number 23-0580

Adopted Date May 09, 2023

APPROVE A SUPPLEMENTAL APPROPRIATION INTO PROPERTY CASUALTY FUND
#6637

BE IT RESOLVED, to make CORSA claim deductible payment, it is necessary to approve the following supplemental appropriation and appropriation adjustment:

\$ 30,000.00 into #66371113-5910 (Property Casualty – Other Expense)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor ✓
Supplemental App. File
OMB (file)

Resolution

Number 23-0581

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Probation Fund #11012500 in order to process a vacation leave payout for Chad Larson former employee of the Juvenile Probation:

\$4,088.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012500-5882	(Juvenile Probation - Vacation Leave Payout)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Probation (file)
OMB

Resolution

Number 23-0582

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00	from	#11011620-5320	(Capital Purchases)
	into	#11011620-5317	(Non-Capital Purchases)
\$1,000.00	from	#11011620-5850	(Training/Education)
	into	#11011620-5940	(Travel)
\$4,000.00	from	#11011620-5850	(Training/Education)
	into	#11011620-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 23-0583

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

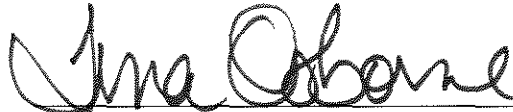
\$35,000.00	from	11012210-5830	(Workers Compensation)
	into	11012210-5910	(Other Expenses)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Sheriff's Office (file)

Resolution

Number 23-0584

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$14,943.60 from 66302251-5102 (Regular Salaries)
into 66302251-5881 (Sick Leave Payout)

\$2,928.12 from 66302251-5102 (Regular Salaries)
into 66302251-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 23-0585

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00	from	#11012300-5150	(Board/Commission Salary)
\$10,000.00	from	#11012300-5210	(Materials & Supplies)
\$10,000.00	from	#11012300-5400	(Purchased Services)
\$10,000.00	from	#11012300-5910	(Other Expense)
\$32,000.00	into	#11012300-5370	(Software Non-Data Board)

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

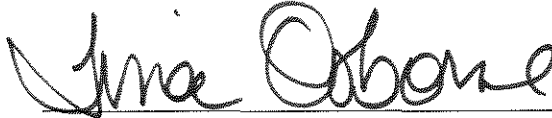
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0586

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustments for payroll :

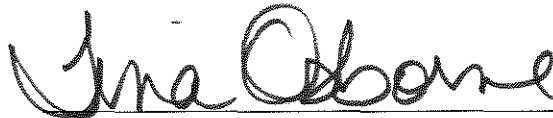
\$ 1500.00	from	22023110-5881	(Sick Payout)
	into	22023110-5882	(Vacation Payout)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 23-0587

Adopted Date May 09, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES
FUND #2207

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2000.00 from #22071291-5210 (Material & Supplies)
 into #22071291-5320 (Capital Purchases)

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Law Library (file)

Resolution

Number 23-0588

Adopted Date May 09, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, Deputy County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 9th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	STAUFFER SITE SERVICES LLC	SEW ST RT 73 AT CORWIN FORCEMA	\$ 133,500.00
TEL	RJE BUSINESS INTERIORS CINCINNATI OH INC	TEL RJE BUSINESS INTERIORS STA	\$ 2,434.94
JUV	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	JUV PROBATE MAIL MACHINE LEASE	\$ 2,922.57
TEL	MOBILCOMM INC	TEL MOBILCOMM BATTERY BANK FOR	\$ 8,275.60

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	MOODY'S OF DAYTON INC	2022 WELL DEVELOPMENT PROJECT	\$ 17,334.00 INCREASE

5/9/2023 APPROVED:



Martin Russell, Deputy County Engineer