BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0979 *Adopted Date* July 30, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JAMES VOLKERDING WITHIN FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for James Volkerding; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for James Volkerding not to exceed twelve (12) weeks; pending further documentation from Mr. Volkerding's physician.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Facilities Management (file)
J. Volkerding's FMLA file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0980 *Adopted Date* July 30, 2019

HIRE SAMANTHA RHOADES, AS UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Samantha Rhoades as Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #2, $13.06 per hour, under the Warren County Job and Family Services compensation plan, effective August 19, 2019, subject to a negative drug screen, background check and a 365 day probationary period; and

BE IT FURTHER RESOLVED, Ms. Rhoades will not be eligible for the typical three (3) percent increase given at end of probation as her current wage reflects her prior experience.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc: Human Services (file)
S. Rhoades' Personnel file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0981 *Adopted Date* July 30, 2019

ACCEPT RESIGNATION OF JESSICA WISECUP, EMA EMERGENCY PLANS ASSISTANT, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 23, 2019

BE IT RESOLVED, to accept the resignation, of Jessica Wisecup, EMA Emergency Plans Assistant within the Warren County Emergency Services Department, effective July 23, 2019.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0982 *Adopted Date* July 30, 2019

AUTHORIZE THE POSTING OF THE "EMA EMERGENCY PLANS ASSISTANT" POSITION WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists a temporary opening to last no more than one year for a "EMA Emergency Plans Assistant" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "EMA Emergency Plans Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 31, 2019.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0983 *Adopted Date* July 30, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO APPROVE THE GSA- FEDERAL SUPPLY SCHEDULE PURCHASE ORDER BETWEEN WARREN COUNTY AND VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, authorized by ORC 124.4 (B)(3), this Board of County Commissioners, participates in the procurement of goods and services through programs established by ODAS; and

WHEREAS, authorized by ORC 124.04 (C), this Board of County Commissioners finds that the services it is procuring from Verizon Wireless are offered at an overall lower price than established programs; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to approve the attached GSA-Federal Supply Schedule Purchase Order between Warren County and Verizon Wireless, as attached hereto and a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Verizon Wireless
Telecom (file)

verizonwireless

Warren County
Profile ID 116330

GSA-Federal Supply Schedule Purchase Order

Date:	July 15, 2019
Vendor:	Verizon Wireless
Vendor Address:	7600 Montpelier Road Laurel, MD 20723
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	614-345-3220
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. Agency Name: Warren County Signature of Authorized Official: Printed or typed name: Shannon Jobes Printed or typed title: President
Contact Information:	Email address: Jessica.johnson@wcoh.net Phone number: 513-695-2436 FAX number:
Billing Information:	Warren County 500 Justice Dr. Lebanon, OH 45036
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 800 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): ALL GSA-FSS APPROVED RATES AND FEATURES Equipment: Open Market Pricing
Term:	July 15, 2019 for 24 months through 2021 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 800 Lines (Estimated) $40,000 Equipment charge(s) on 800 Lines (Estimates) $32,000 Total Access and Equipment Fees on 800 lines (Estimate) $992,000 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.: add funding to all accounts associated with profile 116330
Customer Acceptance:	Signature: Date: 7/30/19

For Verizon Wireless internal use only: Approval: _____ Date: _____

GSA plan is cheaper than State of Ohio state term for cellular smartphones and basic phones. All data devices are on the cheaper state term pricing. See attached price plan comparison. The GSA-FSS price plan is cheaper by $1,886.41.

Current GSA-FSS price plan name/code	Current GSA-FSS cost	Proposed SOH price plan name/code	Proposed SOH Proposed Cost
DATA DEVICES			
MOBILE BROADBAND UNLIMITED $39.99 1210 - 84357	39.99	Mobile Broadband Unlimited 4G - 84356	37.99
SMARTPHONE PLANS			
EMAIL & DATA UNLIMITED - 73994	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	35.99
AMERICAS CHOICE II 400 SHARE EMAIL & DATA+N&W+IN UNL $64.09 0408 - 74051	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	57.74
CUSTOM SHARE EMAIL & DATA + TXT UNLIMITED $34.99 0411 - 84964	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	35.99
BASIC PHONES			
AMERICA'S CHOICE II CORPORATE FLAT RATE $11.99 0406 - 68861	11.99	Flat Rate Ohio footprint only $4.99 - 85371	4.99
AMERICA CHOICE II FOR BUS SHR - 84957	14.99	Custom Nationwide for Business Zero (0) Minute Shareplan - 83498	16.19
AMERICAS CHOICE 100 SHARE $30.75 0512 - 86289	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	23.99
AC BUSINESS SHAREPLAN 200 - 66307	26.24	Nationwide for Business Calling Plan 200 Minute Share - 73736	28.24

MDN	Contact Name	Cost Center	Status Rsn	Device Model	GSA-FSS price plan ID	Current GSA-FSS price plan	Current GSA-FSS Access Fee after discount	Proposed State of Ohio Contract price plan	Proposed Access Fee Cost
5132658908	MARK HOFFMAN	CP COMM CORRECTIONS	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132390652	F. OSBORN SEWER	WATER DEPT	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135157849	R. VANHOOK SOLIDWASTE	SOLID WASTE	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135517810	B HAMBRICK	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132674040	J. COFFEY COUNTY COURT	W.C. COURT	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134901866	J. MILLER FACILITIES MGT	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133093872	D. SHIVERDECKER TCOMM	TCOMM	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133921331	KELLY MCKAY	WCSO	Active	IPHONE 5S SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136309656	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134901870	M. JOHNSON FACILITIES MGT	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132925393	DEBBIE KAUFMAN VETERANS	VETS	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136017516	ON-CALL SEWER	WATER DEPT	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134161095	B LEWIS WCSO	WCSO	Active	SAMSUNG GALAXY S7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136017515	RESPONDER BACKUP SEWER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132677159	P. DRATT PROS	PROSECUTORS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136017517	LEADS RESPONDER SEWER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132567580	E WILSON SOIL AND WATER	SOIL AND WATER	Active	IPHONE 6S PLUS 128GB SILVER	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135075658	J. THOMAS SOIL & WATER	SOIL AND WATER	Active	IPHONE 6S PLUS 128GB SILVER	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134445597	DEVIN DAWSON FACILITIES	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132675948	MIKE JONES WATER	WATER DEPT	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136005292	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5137168853	SGT. CHRIS PETERS	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135058034	J. SPURLING BLDZONE	BLDZONE	Active	SAMSUNG GALAXY J3 ECLIPSE	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132673995	A. CRANE INFORMATION TECH.	INFO TECH	Active	DROID TURBO BY MOTOROLA BLACK 8N	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133150796	G. HUBBS BLDZONE	BLDZONE	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133155171	R. ROBERTSON CORONER	CORONERS OFFICE	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134440284	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132628918	BILL MULLINS	COMMON PLEAS/ ODA	Active	SAMSUNG GALAXY J3 ECLIPSE	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132184097	J. FISHER ENGINEERS	ENGINEERS	Active	DURA XV LTE WITH CAMERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$28.99
5135710555	RICHARD WARNEKE	VETS	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134413824	C. YEAGER HEALTH DEPT	HEALTH DEPT	Active	IPHONE 6 64GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133350634	EVERETT RIDDLE	VETS	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135556671	CHRIS WONG WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132070197	JAMES CECIL	VETS	Active	IPHONE 6S 32GB GOLD	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135046863	W. DAVID FACILITIES MGT	FACILITIES MGT	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132674760	JONATHAN DENNISTON	WCSO	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134917842	PAUL BARGER WCSO	WCSO	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135948899	TAMMY WHITAKER	OMB/HEALTHCARE	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136008660	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132505957	SHARI HUFF	BD OF ELECTIONS	Active	IPHONE 8 SILVER 64GB VZ	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132927804	B. RILEY WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135157256	L. BARTON SOLIDWASTE	SOLID WASTE	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133406442	KRISTIN KESSELRING COURT SERVICES	CP ADULT PROBATION	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5137818925	JIM PLAGGE	VETS	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132655294	HOTLINE SUPERVISOR CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133154687	W. WILLIAMS BLDZONE	BLDZONE	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135088490	PAVILION ARMCO	ARMCO	Active	IPHONE 6S 32GB GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133171229	J. JONES ENGINEERS	ENGINEERS	Active	DURA XV LTE WITH CAMERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$28.99
5137603876	K. FARMER WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133153237	M. YETTER BLDZONE	BLDZONE	Active	IPHONE SE SPACE GRAY 16GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132928071	MELISSA BOUR	EMERG SERV	Active	SAMSUNG NOTE 8 ORCHID GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134556610	K. HARRIS PROS	PROSECUTORS	Active	IPHONE 5S SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136594090	THOMAS BOWMAN CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135180322	M. WYATT WCSO	WCSO	Active	IPHONE 7 SILVER 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136009958	S. DUNNING DOGWARD	DOG WARD	Active	DURA XV LTE WITH CAMERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$28.99
5139670262	ERIC HADDIX SEWER	WATER DEPT	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135348908	K. MALICOTE SEWER	WATER DEPT	Active	DURAXVPLUS BY KYOCERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$28.99
5132890156	COREY BURTON	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136230661	STEVE ARRASMITH	WCSO	Active	IPHONE 7 SILVER 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132390286	S. KNIPPEN PROS	PROSECUTORS	Active	IPHONE 6S 32GB GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135406833	J. NICHOLSON PROS	PROSECUTORS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134843550	R HAMMIEL JFS	HUMAN SERVICES	Active	IPHONE SE ROSE GOLD 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132228144	JOHN LUCAS VETERANS	VETS	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132743598	K KINCER JUVENILE COURT	JUV COURT	Active	IPHONE 8 SPACE GRAY 64GB VZ	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5137482570	S. ROBERTS JUV COURT	JUV COURT	Active	IPHONE 5C WHITE 8GB -USA	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5138400704	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132386777	D SCHWEITZER DTF	WCSO	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5138360438	RICHARD FRYE	ARMCO	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134812229	D. COREY USER	ENGINEERS	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132674279	C. SCHMID CLERK OF COURTS	W.C. CLERK OF COURTS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135091845	J. BYRD WATER	WATER DEPT	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5138166633	S. SPRIGGS CPCOMMCORE	CP COMM CORRECTIONS	Active	IPHONE 6S PLUS 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135258910	B LANGDON WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132187672	R. BERNARD TCOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134904334	ABUSE SHELTER VOL. DIRECTOR	FAMILY ABUSE	Active	IPHONE 7 ROSE GOLD 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132927483	EDWARD BAKER VETS	VETS	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135044778	J. ISBELL FACILITIES MGT	FACILITIES MGT	Active	IPHONE 6 16GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132408157	M ZEIHER WATER	WATER DEPT	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5138400851	MARK PURDY	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133352866	R. SMALL CPCOMMCORE	CP COMM CORRECTIONS	Active	SAMSUNG GALAXY S 5 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5137078921	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134033984	CALL-OUT ENGINEERS	ENGINEERS	Active	DURA XV LTE WITH CAMERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$23.99

5135154540	ROY NOE SEWER	WATER DEPT	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134309735	D. SEBASTIANELLI TCOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135195354	G. SQUIRE SEWER	WATER DEPT	Active	IPHONE SE SPACE GRAY 16GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132674395	B. HOUNSHELL WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132921982	A JUSTICE CPADLTPROB	CP ADULT PROBATION	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135029035	M. CAMPBELL FACILITIES MGT	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132399427	Y. IVERSON DOMESTIC REL.	DOMESTIC REL.	Active	SAMSUNG GALAXY S7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136509970	DIANE WIEDERHOLD	W.C. CLERK OF COURTS	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132654163	L. LEWIS ENGINEERS	ENGINEERS	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132607768	JASON SORRELL SEWER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133135766	NOAH BILLMAIER	WCSO	Active	IPHONE 5C WHITE 8GB -USA	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134445324	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132148207	DOYLE JOHNSON SEWER	WATER DEPT	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132556045	D. FLINT TELECOMM	TCOMM	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133108114	CONROY COMMUNITY CORRECTIONS	CP COMM CORRECTIONS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132407280	M. DAVENPORT PROS	PROSECUTORS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132679725	SECURITY ARMCO	ARMCO	Active	DURA XV LTE WITH CAMERA	86289	America's Choice® SharePlan - 100	23.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$23.99
5134790716	A. VALENTINE CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134393588	DAVID GROSS	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136233682	DAN SCHWEITZER	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132926620	CARA HARRISON CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135184723	R HOUSTON VETS	VETS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134030688	ANDY SIEVERS	JUV COURT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132670384	R BECKER WCSO	WCSO	Active	IPHONE 6S 32GB ROSE GOLD	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135439582	D. BRIGANO ENGINEERS	ENGINEERS	Active	IPHONE SE SPACE GRAY 16GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132925817	D GLENN HEALTH	HEALTH DEPT	Active	IPHONE 8 SILVER 64GB VZ	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5138154915	R. SEMPSROTT BLDZONE	BLDZONE	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132836182	SUE SPENCER OMB	OMB	Active	IPHONE 5C WHITE 8GB -USA	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136750582	M DEBORDE CORONERS	CORONERS OFFICE	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135094029	M TEGTMEIER BUILDING	BUILDING	Active	SAMSUNG GALAXY S8 BLACK	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5138926811	S. VAUGHT WCSO	WCSO	Active	IPHONE 5S SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132070173	A. PAYZANT	BLDZONE	Active	SAMSUNG GALAXY J3 ECLIPSE	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132679841	J. KRAFT PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135194183	K. HORVATH PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135094952	STANDBY WATER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133179670	BRETT RICHARDSON	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132929207	C CHARLTON MARY HAVEN	MARY HAVEN	Active	IPHONE 6S 32GB ROSE GOLD	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135408696	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133916823	VETS VETS	VETS	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132032270	D CHIARAMONTE WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135046157	R. JOHNSON FACILITIES MGT	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132920324	R SMITH WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132679856	J. BIGGS MARY HAVEN	MARY HAVEN	Active	IPHONE 6S 32GB SILVER	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134299113	NICHOLAS MARCONI WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134319416	R. MCGEE AUDITOR	AUDITOR	Active	SAMSUNG GALAXY J3 ECLIPSE	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132560792	M PETREY HUMNSERV	HUMAN SERVICES	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135098263	J. VOLKERDING FACILITIES MGT	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5137482942	K. ANDERSON PROS	PROSECUTORS	Active	IPHONE 5C WHITE 8GB -USA	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134039432	D. BUNNING TCOMM	TCOMM	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134162310	PIERCE ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132407249	J. COLLINS WATER DEPT	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132673349	FAMILY ABUSE SHELTER	FAMILY ABUSE	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132927261	S. EMBLETON WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132678448	BRIDGMAN ADULT PROABATION	CP COMM CORRECTIONS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133923296	M. MUMMA JUV COURT	JUV COURT	Active	IPHONE 6S 32GB ROSE GOLD	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133923295	S. WILLIAMS PLANNING COMMISH	PLANNING	Active	IPHONE 6S 32GB SILVER	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135153978	M. DAWSON ENGINEERS	ENGINEERS	Active	IPHONE SE SPACE GRAY 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133206530	A. CAITO PROS	PROSECUTORS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132922461	RYAN SAYLOR	WCSO	Active	IPHONE 6S 32GB SILVER	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5138469367	T. SHAFFNER PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132677184	N TRICK COMM CORRECTIONS	CP COMM CORRECTIONS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136592843	A. HIGGINS BLDZONE	BLDZONE	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133201577	BETH FARMER MASON JUVENILE COURT	JUV COURT	Active	SAMSUNG GALAXY S 5 WHITE	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135253393	J MARCUM TCOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132929136	VICTIM WITNESS ADVOC PROS	PROSECUTORS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132184627	JUDGE ODA	COMMON PLEAS/ ODA	Active	IPHONE X SPACE GRAY 64GB VZ	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132672484	C. BRAUSH WATER	WATER DEPT	Active	IPHONE SE SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133203727	M. THOMAS ADULT PROBATION	CP ADULT PROBATION	Active	SAMSUNG GALAXY S 5 BLACK	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133179797	PAUL DUBARD	WCSO	Active	IPHONE SE SPACE GRAY 64GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132679808	V. BILLMAN COMMON PLEAS	COMMON PLEAS	Active	SAMSUNG GALAXY S 5 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135627207	D. CONN WCCOURT	W.C. COURT	Active	SAMSUNG GALAXY S8 ORCHID GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132131217	B. VOST	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135209168	C. MILLER WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5138463837	A. NICE PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132186943	SUSANNE MASON	SOLID WASTE	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132131216	TAMI THOMAS CHILDREN SERV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132131215	B. WHITACRE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132920500	JOHN DOWNS	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133135392	CHET TEWMEY	WCSO	Active	IPHONE 5C WHITE 8GB -USA	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132390650	M. PROFFITT SOIL AND WATER	SOIL AND WATER	Active	IPHONE 6S PLUS 128GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136302836	CONNIE VANHOOK	W.C. CLERK OF COURTS	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132052118	C DAVIS WATER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135184732	BRANDON ABSHEAR	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134298249	R. CARTER WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132670325	E. DAVIS PROS	PROSECUTORS	Active	IPHONE SE SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133200658	B. YOUNG VETS	VETS	Active	IPHONE 6S 32GB GOLD	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135825043	EDWARD TURNER WATER	WATER DEPT	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74

5157488197	M. FETTY ONE STOP	OHIOMEANS	Active	IPHONE SE SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	
5182606856	E STONE BD OF ELECTIONS	BD OF ELECTIONS	Active	IPHONE 7 SILVER 32GB	84964	Smartphone America's Choice® Email SharePlan	
5185756618	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135033542	KURILKO CPADLTPROB	CP ADULT PROBATION	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135094908	L. SIMS WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5184326727	MARTA FARRELL SOIL AND WATER	SOIL AND WATER	Active	IPHONE 7 PLUS JET BLACK 128GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5136735219	M. HURST DOGWARD	DOG WARD	Active	DURAXVPLUS BY KYOCERA	85289	America's Choice® SharePlan - 100	
5195191264	MICHAEL STERN	OHIOMEANS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5135021101	B. JOSEPH DEPT	HEALTH DEPT	Active	IPHONE 8 PLUS SILVER 64GB VZ	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135168479	S. MALE PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5132677758	V. VONHOLLE PKBD	PARK BD	Active	IPHONE 8 PLUS SILVER 64GB VZ	84964	Smartphone America's Choice® Email SharePlan	
5135686745	C. WOJNICZ SEWER	WATER DEPT	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5134902075	M. RUSSELL COMMISH	COMMISSIONERS	Active	IPHONE XR YELLOW 256GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5193201640	A. GILL PROSECUTORS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5132921635	A. STEPHENS VETS	VETS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5135942089	JUDGE ROBERT FISCHER	W.C. COURT	Active	IPHONE 6S 32GB SILVER	84964	Smartphone America's Choice® Email SharePlan	
5135166148	B. PORTTORF FACILITIES MNGT	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5135057165	M. GOODLETT MARY HAVEN	MARY HAVEN	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5197608442	WESLEY BAKER	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5132031072	F HILL VETS	VETS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5133413093	J. NEWTON TCOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132567860	T JOHNSON BUILDING	BLDZONE	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5132572009	LEGAL DIRECTOR ABUSE SHELTER	FAMILY ABUSE	Active	SAMSUNG GALAXY J3 ECLIPSE	84964	Smartphone America's Choice® Email SharePlan	
5132677675	DONALD GRAY	VETS	Active	IPHONE 6S 32GB GOLD	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5134443908	A. LYONS TCOM	TCOMM	Active	SAMSUNG GALAXY S7 GOLD 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135188355	A. DEBORDE CORONER	CORONERS OFFICE	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5132678517	KATIE BARNES	WCSO	Active	IPHONE SE SPACE GRAY 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135084751	R. ALLEN SEWER	WATER DEPT	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135090888	CHUCK PETTY ENGINEERS	ENGINEERS	Active	DURA XV LTE WITH CAMERA	85289	America's Choice® SharePlan - 100	
5132747878	P. MCCOY JUDGE PEELER	JUDGE PEELER	Active	IPHONE SE SPACE GRAY 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132624258	GARRETT WILSON	TCOMM	Active	SAMSUNG GALAXY S8 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5134398789	RANDI PHILLIPS CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5132188588	SMITHWOLTMANN ABUSE SHELTER	FAMILY ABUSE	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5134357685	D. FAULKNER PROS	PROSECUTORS	Active	IPHONE 6S 32GB SILVER	84964	Smartphone America's Choice® Email SharePlan	
5136590698	HOTLINE CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135058527	JIMMY HOLLIN	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5136735484	P. KINDELL TELECOMM	TCOMM	Active	SAMSUNG NOTE 8 MIDNIGHT BLACK	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5133357875	L HOLT EMERG MGT	EMERG MGT	Active	IPHONE 7 ROSE GOLD 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135155727	G. ESTES TELECOMM	TCOMM	Active	SAMSUNG NOTE 8 ORCHID GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135091356	C. GABBARD WATER	WATER DEPT	Active	SAMSUNG GALAXY S 5 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135024489	PENNINGTON ADULT PROBATION	CP ADULT PROBATION	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135810608	CHARLES MARTIN VETERANS	VETS	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135092413	METER READERS WATER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5135154078	WATER CALL OUT WATER	WATER DEPT	Active	SAMSUNG GALAXY S 5 BLACK	84964	Smartphone America's Choice® Email SharePlan	
5134356232	B OWENS CHILDREN SERV	CHILDREN SERV	Suspended Nc	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135826916	GAIL EVERETT CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5134469161	ROBBIE RITCHARDSON VETERANS	VETS	Active	SAMSUNG GALAXY S8 BLACK	84964	Smartphone America's Choice® Email SharePlan	
5135091172	MAINTENANCE WATER	WATER DEPT	Active	SAMSUNG CONVOY II	85289	America's Choice® SharePlan - 100	
5135007727	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135091276	M. STEELE CPCOMMCORE	CP COMM CORRECTIONS	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5195706553	GREG RUSH VETS	VETS	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135090989	N. HAWKINS PROS	PROSECUTORS	Active	SAMSUNG GALAXY S6 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5134418198	S MCINTOSH VETS	VETS	Active	IPHONE 6S 32GB ROSE GOLD	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5136739789	R. HENSON ENGINEERS	ENGINEERS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5182926098	L. DICKERSON WCSO	WCSO	Active	MOTO Z2 PLAY LUNAR GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135161766	M. CALLAHAN TCOM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5134357359	L FOSTER CHILDREN SERV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5132677508	C HARVILLE ENGINEERS	ENGINEERS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5134788555	MICHAELA PARKER CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132677594	P. SARVER WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132679668	DAVID WOOD	LEPC	Active	SAM GALAXY NOTE5 BLACK 128GB	84964	Smartphone America's Choice® Email SharePlan	
5136590648	K. WEBER ENGINEERS	ENGINEERS	Active	IPHONE SC WHITE 8GB -USA	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5134788652	CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5138348627	ALLEN CARTER	VETS	Active	IPHONE SC WHITE 8GB -USA	84964	Smartphone America's Choice® Email SharePlan	
5182929711	MELISSA MOUBRAY	W.C. COURT	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	
5138154822	R. LOGAN COUNTY COURT	W.C. COURT	Active	IPHONE 6S 32GB SILVER	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5195203675	K BIRD WCSO	WCSO	Active	IPHONE SE SPACE GRAY 16GB	84964	Smartphone America's Choice® Email SharePlan	
5192184276	S. MCMAHON PROS	PROSECUTORS	Active	IPHONE 7 ROSE GOLD 32GB	84964	Smartphone America's Choice® Email SharePlan	
5135601070	BRIAN BEAUDRY	ECONOMIC DEVLP	Active	IPHONE 8 PLUS SP GRAY 64GB VZ	86724	4G Smartphone America's Choice® Global Email & Messaging SharePlan - 400	
5134788648	MORGAN CRAWFORD CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5192679068	CIS WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5132677625	JUSTIN KILDOW	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5132569358	E. HANCOCK DOGWARD	DOG WARD	Active	DURA XV LTE WITH CAMERA	85289	America's Choice® SharePlan - 100	
5132673502	B. KAMPMAN WCSO	WCSO	Active	MOTO Z2 PLAY LUNAR GRAY	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5135091297	R. POWELL WATER	WATER DEPT	Active	SAMSUNG GALAXY S6 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132134932	W CLICK FACILITIES	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5132676779	J. CEPIN TELECOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5138148399	G. HARDWICK TELECOMM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5132678768	K. DEDER TCOMM	TCOMM	Active	IPHONE 6S 32GB ROSE GOLD	84964	Smartphone America's Choice® Email SharePlan	
5135195518	M. HIGHLEY WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	
5137816765	DAVE MICK	ENGINEERS	Active	IPHONE 6S 32GB SILVER	74054	America's Choice® Smartphone Email & Data SharePlan - 400	
5134790624	DIANA O'CONNER CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5135670658	K THOMAS OMJ	OHIOMEANSJOBS	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5134790623	CHILDREN SERV CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	
5137816787	JOHN VANCE	CP COMM CORRECTIONS	Active	IPHONE 6S PLUS 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	
5182671624	S. AUSTIN BUILDING DEPT	BLDZONE	Active	IPHONE SE SPACE GRAY 16GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	

34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
25.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$28.99
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
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48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
25.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$23.99
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
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48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
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34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
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34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787 plus $20 for	
63.45	100MB global data, Overage is $25/100MG data	$77.74
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
25.06	State of Ohio Custom Nationwide 100 Shareplan - 83681	$23.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
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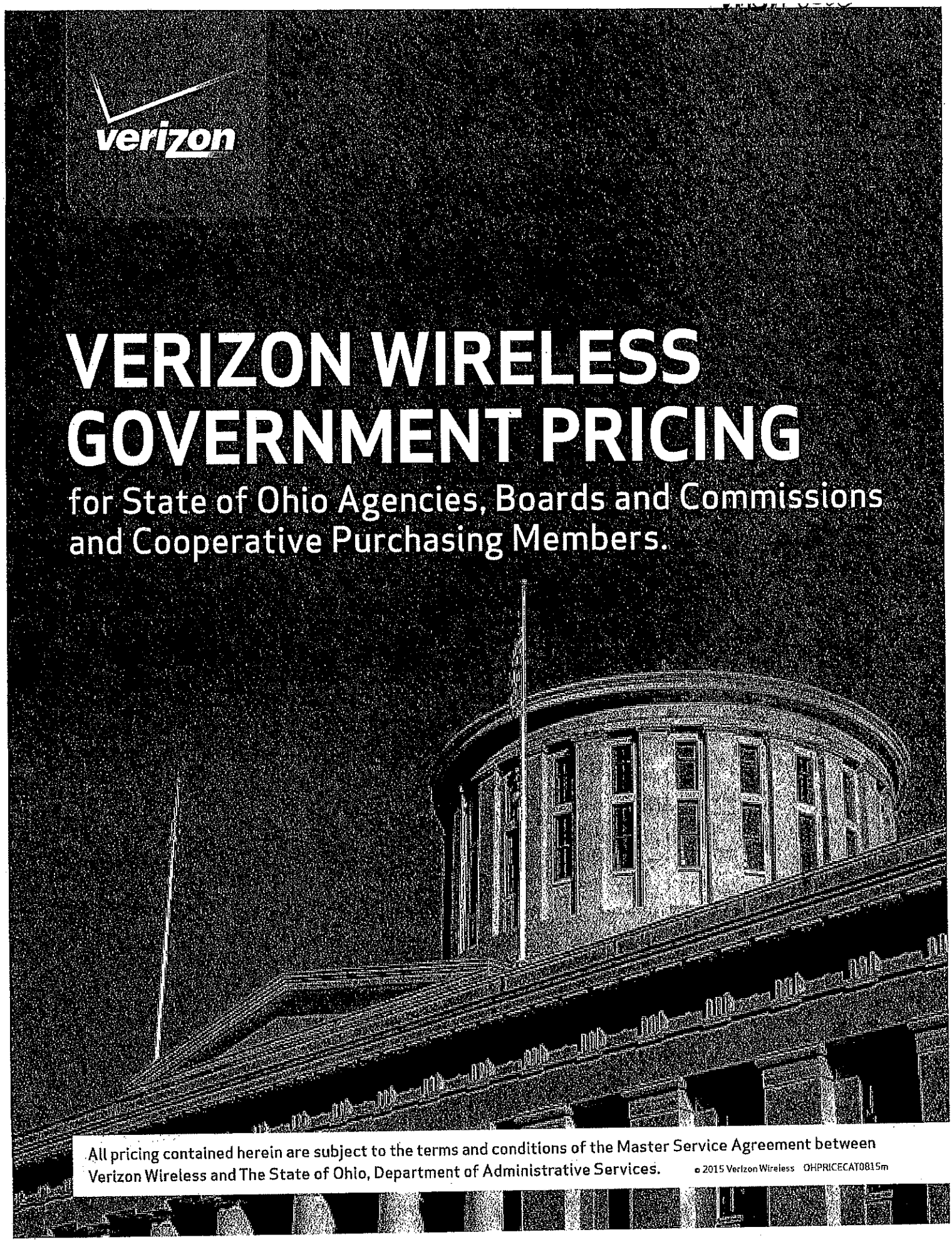
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74

5135756281	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135095030	D.STANSBURY HLTHDEPT	HEALTH DEPT	Active	IPHONE X SPACE GRAY 64GB SO	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136093538	MIKE GATES WATER	WATER DEPT	Active	SAMSUNG GALAXY S 5 WHITE	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136303462	TANNAH BARTON	W.C. CLERK OF COURTS	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132085171	NEW FAMILY ABUSE	FAMILY ABUSE	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132676763	WILSON COMM CORRECTIONS	CP COMM CORRECTIONS	Active	IPHONE 6S 32GB SPACE GRAY	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135821898	K. HAMMONDS WCSO	WCSO	Active	IPHONE 6S 32GB GOLD	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134264578	M. BUCK PROS	PROSECUTORS	Active	IPHONE 5C WHITE 8GB -USA	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133915664	E. ACUFF VETS	VETS	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132922191	M. LONGO WCSO	WCSO	Active	IPHONE 5S SPACE GRAY 16GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136670485	RUSSELL MCDONOUGH	PARK BD	Active	SAMSUNG GALAXY S8 BLACK	74048 Govt Only America's Choice SharePlan - 400	28.84 Nationwide for Government 400 Minute Shareplan - 74539	29.61
5134790635	ASHLEIGH BLAIR CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133351081	DAVID NOLAN	FACILITIES MGT	Active	SAMSUNG GALAXY S8 BLACK	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134790628	L. DABBELT CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134790625	BECKY CAMPANA CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135670657	K THOMAS OMJ	OHIOMEANSJOBS	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135670656	K THOMAS OMJ	OHIOMEANSJOBS	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134790640	A. DOWNEY CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134903108	C. CARMAN FACILITIES MGT	FACILITIES MGT	Active	IPHONE 7 BLACK 32GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135098402	HOT LINE FAMABUSE	FAMILY ABUSE	Active	IPHONE 7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134790645	SARAH NEFF CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133167093	M. HARRISON	FACILITIES MGT	Active	IPHONE 6S 32GB SILVER	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135027511	M. ZINDEL FACILITIES MGT	FACILITIES MGT	Active	IPHONE 5S SPACE GRAY 16GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133122656	AMY BUTLER	PARK BD	Active	IPHONE 6S 32GB SPACE GRAY	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135756362	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135205800	CHRISTIAN JENT CHILDREN SERVICES	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135096794	TRANSPORT 1 JDC	JDC	Active	DURAXVPLUS BY KYOCERA	68861 America's Choice® Corporate Flat Rate	11.99 Flat Rate Ohio footprint only $4.99 - 85371	$4.99
5135826359	JEFF GARLAND	WATER DEPT	Active	IPHONE 5C WHITE 8GB -USA	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136683665	A. HOBBS WATER DEPT	WATER DEPT	Active	SAMSUNG GALAXY S 5 BLACK	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136466434	ROGER JOHNSON	VETS	Active	IPHONE 5S SPACE GRAY 16GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133353607	T. MILLER JDC	JDC	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133353609	C. DUVELIUS JUV COURT	JUV COURT	Active	SAMSUNG GALAXY S8 ORCHID GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132675895	JACLYN ZACZEK	PROSECUTORS	Active	IPHONE 7 BLACK 32GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134790650	AMBER CASTRO CHILDSRV	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136676769	M. NIEMEYER ADULT PROBATION	CP ADULT PROBATION	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135097953	L. DICKEY HUMNSERV	HUMAN SERVICES	Active	IPHONE 6 16GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132743207	J MADDEN EMERG SERV	EMERG SERV	Active	IPHONE 8 PLUS 256GB RED VERIZON	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133353604	T. BRIGANO JUV COURT	JUV COURT	Active	IPHONE 6S 32GB SILVER	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132560275	E. JOHNSON WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135093197	J. BOYLAN WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132654748	DONALD BREWER SEWER	WATER DEPT	Active	SAMSUNG GALAXY S6 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132676739	RICAHRD JDC	JDC	Active	IPHONE 6S 32GB SPACE GRAY	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135024167	R. BEVINS FACILITIES MGT	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134644544	A. FOLTZ ENGINEERS	ENGINEERS	Active	SAMSUNG GALAXY S8 BLACK	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133203184	JUSTIN MCGHEE VETS	VETS	Active	IPHONE 6S 32GB GOLD	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134469047	RICK SPENCER VETERANS	VETS	Active	SAMSUNG GALAXY S7 BLACK 32GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132628482	D. FORNSHELL PROS	PROSECUTORS	Active	IPHONE 8 PLUS SILVER 64GB VZ	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132671905	T. HENDERSON VETS	VETS	Active	IPHONE 7 BLACK 32GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5133353610	J. COATNEY JUV COURT	JUV COURT	Active	IPHONE SE SPACE GRAY 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133353611	S. LEWIS JUV COURT	JUV COURT	Active	IPHONE 6S 32GB SILVER	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134318695	SUSAN LLOYD	WCSO	Active	IPHONE 6S 32GB ROSE GOLD	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132627578	WCSO SCOTT WILLIAMS	WCSO	Active	DURAXVPLUS BY KYOCERA	86289 America's Choice® SharePlan - 100	29.06 State of Ohio Custom Nationwide 100 Shareplan - 83681	$23.99
5134607609	P. BERNARD TELECOMM	TCOMM	Active	SAMSUNG NOTE 8 MIDNIGHT BLACK	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134163454	WOLFE ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134163453	FISHER ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134087139	C. HEISELE PROS	PROSECUTORS	Active	IPHONE 6S 32GB SILVER	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5138028559	ZACH LYKINS	VETS	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135710405	AMY BRATTON	CP COMM CORRECTIONS	Active	IPHONE 6S 32GB SPACE GRAY	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136594344	MATTHEW SCHNIPKE	ECONOMIC DEVLP	Active	IPHONE XR BLACK 128GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132678974	T. STEPHENSON SEWER	WATER DEPT	Active	SAMSUNG GALAXY J3 V	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134356928	R. MCGILL WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136735483	L. EASTERLY PKBD	PARK BD	Active	SAM GALAXY S8 PLUS ORCHID GRAY	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135096189	B. KING WCSO	WCSO	Active	SAMSUNG GALAXY S6 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135257824	ABUSE SHELTER	FAMILY ABUSE	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132678830	B. TINCH WCSO	WCSO	Active	SAMSUNG GALAXY S 4 BLACK 16GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136495278	TREVOR HERN	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5139672805	B. PAYNE WCSO	WCSO	Active	IPHONE 6S 32GB SILVER	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135208204	G. CARMACK ENGINEERS	ENGINEERS	Active	SAMSUNG GALAXY S 5 WHITE	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135203363	M. GATES WATER	WATER DEPT	Active	SAMSUNG GALAXY S8 BLACK	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135948495	BRANDON LACY	WCSO	Active	IPHONE 6S 32GB SILVER	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134533454	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135185204	DR. UPTEGROVE CORONER	CORONERS OFFICE	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132675743	D. BURKE CORONER	CORONERS OFFICE	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135202919	WATER LEAD TRUCK WATER	WATER DEPT	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133204274	S HALL EMERG SERV	EMERG SERV	Active	IPHONE 7 PLUS JET BLACK 128GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135439768	T. HIETT PROS	PROSECUTORS	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5138822202	S. RITCHIE WCSO	WCSO	Active	IPHONE 6S 32GB SPACE GRAY	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136007886	CHILDREN SERVICES IPHONE	CHILDREN SERV	Active	IPHONE 7 BLACK 32GB	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
9377283274	S SIDERS	PARK BD	Active	SAMSUNG GALAXY S8 BLACK	74051 Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136358011	B. SLEETH ELECTIONS	BD OF ELECTIONS	Active	GALAXY S10 5G BLACK 256GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
9375221550	CALL YO	WCSO	Active	SAMSUNG GALAXY J3 ECLIPSE	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135095975	N. TUNISON ENGINEERS	ENGINEERS	Active	IPHONE 6S 32GB SPACE GRAY	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5137045845	PHILIP BOMER TCOMM	TCOMM	Active	SAMSUNG GALAXY S8 BLACK	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134902161	J. ARNOLD PROS	PROSECUTORS	Active	IPHONE 7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5135097142	RON DAY WCSO	WCSO	Active	IPHONE 6S 32GB GOLD	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5132675067	J. MOYER TCOM	TCOMM	Active	SAMSUNG GALAXY S7 BLACK 32GB	84964 Smartphone America's Choice® Email SharePlan	34.99 Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5132743839	JUSTIN SMITH	VETS	Active	IPHONE 7 BLACK 32GB	74054 America's Choice® Smartphone Email & Data SharePlan - 400	48.07 Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74

5134313262	S GRAY OHIOMEANSJOBS	OHIOMEANS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5139979664	A. STURGILL WCSO	WCSO	Active	SAMSUNG GALAXY S6 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5133177922	M. KENNARD PROS	PROSECUTORS	Active	IPHONE 6S 32GB SPACE GRAY	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5136590346	J. SPAETH TITLCLRK	TITLE CLERK	Active	SAMSUNG GALAXY S 5 BLACK	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134313265	J HISLE OHIOMEANSJOBS	OHIOMEANS	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134163423	WATSON ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134163426	HOKE ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5134163425	PATY ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135096763	TRANSPORT 1 JDC	JDC	Active	DURAXVPLUS BY KYOCERA	84957	America's Choice® for Business Basic SharePlan	14.99	Custom Nationwide for Business Zero (0) Minute Shareplan - 83498	$16.19
5135324730	BLAIR CPADLTPROB	CP ADULT PROBATION	Active	IPHONE 7 BLACK 32GB	74054	America's Choice® Smartphone Email & Data SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136040905	DAVID HELTON FACILITIES MGT	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5135079276	C. ADAMS WCSO	WCSO	Active	IPHONE 7 BLACK 32GB	84964	Smartphone America's Choice® Email SharePlan	34.99	Custom Nationwide for Business Email Zero (0) Minute Shareplan - 86140	$35.99
5134162567	NEW ILC OFFICER ADULT PROBATION	CP ADULT PROB	Active	IPHONE 7 BLACK 32GB	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74
5136040908	PHYLIS DAVIDSON FACILITIES MGT	FACILITIES MGT	Active	IPHONE 6S 32GB SPACE GRAY	74051	Smartphone America's Choice® Email & Unlimited Messaging SharePlan - 400	48.07	Nationwide Email for Government Calling Plan 400 SHARE PDA-Smartphone - 74787	$57.74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VERIZON WIRELESS
GOVERNMENT PRICING
for State of Ohio Agencies, Boards and Commissions
and Cooperative Purchasing Members.
All pricing contained herein are subject to the terms and conditions of the Master Service Agreement between
Verizon Wireless and The State of Ohio, Department of Administrative Services.
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Table of Contents

All applicable discounts have been noted in the catalog tables. If no discount is listed for a feature or plan, then no further discounts apply.

Ohio Custom Plans

State of Ohio Regional Flat Rate Plan

The State of Ohio Regional Flat Rate Calling Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (Includes Long Distance)	Verizon Wireless Long Distance	Home Calling Area
$4.99	0	$0.07	$0.50	Included for Domestic Long Distance Calls Made from Home Calling Area	State of Ohio

Subscribers may choose the following options for an additional fee	
500 Mobile to Mobile Calling Minutes	$5.00 additional monthly access fee per line
1000 Mobile to Mobile Calling Minutes	$10.00 additional monthly access fee per line
500 Night and Weekend Minutes	$5.00 additional monthly access fee per line
1000 Night and Weekend Minutes	$10.00 additional monthly access fee per line
Unlimited Blackberry/PDA Data Feature	$44.99
Unlimited Blackberry/PDA Data Feature less 20% Discount	$35.99

Notes: *This plan includes a home airtime area that encompasses the State of Ohio only. See www.verizonwireless.com for important information about calling plans, features and options. Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at $1.99 per megabyte.

State of Ohio Custom Flat Rate Ohio 1 Plan

The State of Ohio Custom Flat Rate Ohio 1 Plan is NOT eligible for monthly access fee discounts and promotions. For Corporate Liable Government State of Ohio Subscribers Only.

Monthly Access Fee	Anytime Minutes	Per Minute Rate	Domestic Long Distance	Roaming outside Ohio on Verizon Wireless Network	Roaming outside Ohio off VZW network
$10.99	0	$0.13	Included	$0.13 per minute	$0.69 per minute

500 Mobile to Mobile minutes	$5.00 additional monthly access fee per line
1000 Mobile to Mobile minutes	$10.00 additional monthly access fee per line
500 Nights & Weekends minutes	$5.00 additional monthly access fee per line
1000 Nights & Weekends minutes	$10.00 additional monthly access fee per line
Push To Talk Unlimited with Group Calling Unlimited	$16.00 additional monthly access fee per line

Notes: Current coverage details can be found at www.verizonwireless.com. Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at $1.99 per megabyte. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Ohio Custom Plans

State of Ohio Nationwide Share Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

	Monthly Access Fee with a 19% State of Ohio Discount	Not eligible for monthly access fee discounts	Monthly Access Fee with a 19% State of Ohio Discount
	0 Minutes	100 Minutes	200 Minutes
Monthly Access Charge	~~$19.99~~ $16.19*	$23.99	~~$34.99~~ $28.34
Monthly Anytime Voice Minutes	0	100	200
Unlimited Domestic Push to Talk	$5.00 additional monthly access per line		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Text, Pictures & Video Messages	100 Included		
Data Sent or Received	$1.99/MB or per data package**		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *The $16.19 zero access plan can only be 50% of an account's total share lines. **Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage. Sharing on these plans require all Subscribing Entity(s) to be on the same billing account.

Nationwide for Government Calling Plans

Nationwide for Government Calling Plans include:
- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes
- Domestic Text, Picture & Video Messages: 100 included

Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 23% State of Ohio Discount			
400	~~$35.88~~ $27.62	~~$38.45~~ $29.61	Not Included	$0.25
600	~~$52.55~~ $40.46	~~$55.12~~ $42.44	Included*	
1000	~~$67.94~~ $52.31	~~$70.50~~ $54.29		
Unlimited Text (Domestic)	$12 additional monthly access per line			
Unlimited Push to Talk	$5 additional monthly access per line			
Data Sent or Received	$1.99/MB or per data package			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan. Unlimited Push to Talk available only on select handsets.

Ohio Custom Plans

Nationwide Unlimited Calling Plan

Nationwide Calling Plans are eligible for Monthly Access Fee Discounts and promotions (when available) and include:

- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes
- Unlimited Text Messages for Talk & Text Plans

Monthly Anytime Voice Minutes	Talk Monthly Access Fee **Monthly Access Fee with a 19% State of Ohio Discount**	Talk & Text Monthly Access Fee **Monthly Access Fee with a 19% State of Ohio Discount**	Friends & Family* (Up to 5 numbers)	Per-Minute Rate After Allowance
Unlimited	~~$69.99~~ $56.69	~~$89.99~~ $72.89	Included*	n/a
Data Sent or Received	$1.99/MB or per data package**			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plans. **Smartphones and Multimedia Phones require a data package.

State of Ohio Push to Talk Only Calling Plan

The State of Ohio Push to Talk Only Plan is NOT eligible for monthly access fee discounts and promotions. For Corporate Liable Government State of Ohio Subscribers Only.

Monthly Access Fee	$18.99
Home Airtime Minutes*	0
One to One Push to Talk and Group Calling	Unlimited
Data Sent or Received	$1.99/MB**

Notes: Current coverage details can be found at www.verizonwireless.com. See www.verizonwireless.com for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged $0.25 per minute for non-Push to Talk voice calls. **Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at $1.99 per megabyte.

Ohio Custom Plans

Custom Nationwide for Business Email SharePlan®: Government Subscribers Only

The Custom Nationwide for Business Email Calling Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access Fee with Sharing	$35.99
Anytime Minutes	0
Domestic MB Allowance	Unlimited
Overage Rate	$0.25 per minute
Mobile to Mobile Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Text, Picture and Video Messaging	Unlimited
Domestic Long Distance	Included
Overage Rate per KB	n/a

Notes: Subject to the NationalAccess/Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. Current Nationwide Calling Plan coverage details can be found at www.verizonwireless.com. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. Smartphones or Multimedia Phones require a data package. Upon prior notice, Verizon Wireless reserves the right to migrate all existing Subscribing Entity(s) on this plan per account to the Custom State of Ohio Voice and Data SharePlan with a Monthly Access Fee of $55.99 or higher which is eligible for monthly access fee discount, and includes all same elements of this price plan. Standard features can be added to this plan. Custom or Non-Standard features cannot be added to this plan. Mobile Broadband is available only in specific markets; please see www.verizonwireless.com for current availability. Subscribing Entity may not have more than 50% of their Total SharePlan Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all additional Government Subscribers to the Nationwide for Business Email SharePlan with a Monthly Access fee of $49.99, is eligible for monthly access fee discount, and includes all same elements of this price plan. Standard features can be added to this plan. Custom or non-standard features cannot be added to this plan. Broadband Access is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details.

Nationwide Email for Government Calling Plans

Nationwide for Government Calling Plans include:

- Unlimited National Mobile to Mobile Calling Minutes (Verizon Wireless Subscribers Only)
- No Domestic Roaming or Long Distance Charges
- Unlimited Data Allowance for Email
- Unlimited Night & Weekend Minutes
- Unlimited Domestic Text, Picture and Video Messaging

Monthly Anytime Voice Minutes	Monthly Access Fee, Non-Shared Minutes Monthly Access Fee with a 23% State of Ohio Discount	Monthly Access Fee, Shared Minutes	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
400	~~$72.49~~ $55.82	~~$74.99~~ $57.74	Included*	$0.25
600	~~$88.74~~ $68.33	~~$91.24~~ $70.25		
1000	~~$103.74~~ $79.88	~~$106.24~~ $81.80		
Mobile Hotspot	$10 additional monthly access per line			
Unlimited Push to Talk	$0 additional monthly access per line			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Unlimited Push to Talk available only on select handsets.
*Friends & Family eligibility varies on selected calling plan.

Ohio Custom Plans

Smartphone Calling Plans for Government Subscribers State of Ohio Unlimited Data with per minute Voice Calling Option Includes Wireless Sync compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts	
Monthly Access Fee with a 23% State of Ohio Discount	
Discounted Monthly Access Fee	~~$47.49~~ $36.57
Domestic MB Allowance	Unlimited
Home Airtime/Minute Rate	$0.12
Mobile to Mobile Calling	Unlimited
Domestic Text, Picture & Video Messages	Unlimited
Domestic Long Distance[1]	Included
Mobile Hotspot	$10.00 additional monthly access fee per line
Overage Rate Per KB	n/a
Unlimited Push to Talk	$0 additional monthly access per line

Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB) and Smartphone Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. [1]Domestic long distance is included when placing calls in the Nationwide home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Unlimited Push to Talk available only on select handsets.

Ohio Custom Plans

State of Ohio Global Custom Voice and Data Bundle Plans for State of Ohio Government Subscribers – For 3G Smartphones Only

The State of Ohio Voice and Data Bundle Plans have been discounted and are not eligible for additional monthly access fee discounts.

	Government 400 Global Voice and Data Plan	Government 400 Global Voice and Data Share Plan[1]	Government 600 Global Voice and Data Plan	Government 600 Global Voice and Data Share Plan[1]	Government 1000 Global Voice and Data Plan	Government 1000 Global Voice and Data Share Plan[1]	State of Ohio Government Data-Only Global
Standard Monthly Access	$92.49	$94.99	$108.74	$111.24	$123.74	$126.24	$67.49
Monthly Access Fee Discount Less 23% Discount	$71.22	$73.14	$83.73	$85.65	$95.28	$97.20	$51.97
Anytime Minutes	400	400	600	600	1000	1000	n/a
Friends & Family (Up to 10 numbers)	Included up to 10 numbers per account (not per user)						n/a
Overage Rate	$0.25 per minute						$0.12
Mobile to Mobile Minutes	Unlimited						Unlimited
Night and Weekend Minutes	Unlimited						n/a
Domestic Long Distance	Included						Included
Domestic Text Messages†	Unlimited						Unlimited
Global MB Allowance	Unlimited						Unlimited
Tethered Modem	$10.00 additional monthly charge						

Notes: These plans include a home airtime area that encompasses the Verizon Wireless Nationwide network. Our Nationwide network includes Verizon Wireless' network and the network of select roaming partners. Please see Nationwide map below for more information. See www.verizonwireless.com for important information about calling plans, features and options. †Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages. A data plan or feature is required to use a BlackBerry device. [1]Share Option: Sharing on these calling plans is for voice anytime minutes only. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. *Mobile Broadband Connect (Tethered Modem Capability) is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect.

Ohio Custom Plans

State of Ohio Custom Mobile Broadband Plan The State of Ohio Custom Mobile Broadband Calling Plan has been discounted and is not eligible for additional monthly access fee discounts.	
Monthly Access Fee	$37.99
Monthly Allowance	Unlimited
Per Minute Rate	$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See www.verizonwireless.com for important information about calling plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period, by accessing My Account online, or by contacting Customer Service. The State of Ohio Custom Mobile Broadband Plan MAY NOT be used for automated Machine-to-Machine connections. Machine-to-Machine ("M2M") refers to the transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Ohio Custom Plans

Mobile Broadband Machine-to-Machine (M2M) Share Plans Low Usage Group

The Machine to Machine plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1MB	5MB	25MB	50MB	150MB
Domestic Shared Data Allowance Per Month	1MB	5MB	25MB	50MB	150MB
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per MB	$1.00				
National Access Roaming	$0.002 per KB(Canada)/$0.005 per KB (Mexico)				

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans High Usage Group

Machine to Machine plans with a monthly access fee of $34.99 and higher are eligible to receive a 19% monthly access charge discount.

Mobile Broadband Machine-to-Machine Plans	250MB	1GB	5GB	10GB
Domestic Data Allowance Per Month	250MB	1GB	5GB	10GB
Monthly Access Charge	$20.00	$25.00	~~$50.00~~ $40.50	~~$80.00~~ $64.80
Overage Rate Per MB	$0.015			

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service.

Sharing

Multi-Account Share: Subscribing Entity may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, Subscribing Entity may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group.** Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile.** Subscribing Entity subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.
Notes: A profile is defined as a Subscribing Entity's overarching account of record under which Subscribing Entity may have multiple billing accounts.

Text Messaging for Machine-to-Machine (M2M) Plans Only

Allowance	Monthly Recurring Charge (MRC)	Overage Rate Per Message
0 Messages	$0.20	$0.01
20 Messages	$0.30	$0.05
50 Messages	$0.45	$0.05
85 Messages	$0.60	$0.03
125 Messages	$0.80	$0.03
International Roaming	Canada and Mexico – $0.20 per message sent or received All other countries – $0.25 per message sent/$0.20 per message received	

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com. Applicable to M2M Plans only. Text messaging rate applies per message, per address sent to and per message received. Picture and video messaging is excluded.

Ohio Custom Plans

10GB Machine-to-Machine Mobile Broadband Plan The Machine-to-Machine Mobile Broadband Plan is eligible for Monthly Access Fee Discounts.	
Monthly Access Fee	$80.00
Monthly Access Fee Less 19% Discount	$64.80
MB Allowance	10GB
Overage Rate	$10.00 per GB
Rate Per Minute (Voice)	$0.25
Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	$0.69 domestic roaming
NationalAccess Roaming per KB (Canada)	$0.002
Notes: 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. See the Calling Plan and Feature Details in the Agreement or contact your Verizon Wireless Sales Representative for important information about calling plans, features and options. *Monthly Access Fee Discounts on these Plans are for Government Subscribers only.	

Ohio Custom Plans

Custom 5GB Machine-to-Machine Mobile Broadband Plan

This plan has been discounted and is NOT eligible for any additional discounts or promotions.

Monthly Access Fee	$37.99
MB Allowance	5GB
Overage Rate	$10.00 per GB
Rate Per Minute (Voice)	$0.25
Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	$0.69 domestic roaming
NationalAccess Roaming per KB (Canada)	$0.002

Notes: 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. See the Calling Plan and Feature Details in the Agreement or contact your Verizon Wireless Sales Representative for important information about calling plans, features and options. *The Custom 5GB Machine-to-Machine Mobile Broadband Plan is available for Government Subscribers Only.

Custom 4G Mobile Broadband Machine-to-Machine (M2M) Megabyte SharePlan®: Government Subscribers Only

The Custom 4G Mobile Broadband Machine-to-Machine Megabyte SharePlan is eligible for Monthly Access Fee Discounts.

	Mobile Broadband
Monthly Access Fee	$90.00
Monthly Access Fee Less 19% Discount	$72.90
MB Allowance	10GB
Share Option Monthly Access Fee	Included
Overage Rate	$10.00 per GB
Rate Per Minute (Voice)	$0.25
Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	$0.69 domestic roaming
NationalAccess Roaming per KB (Canada)	$0.002

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com.

Sharing: Sharing among M2M lines is available only among lines active on this plan. This plan does not share with other M2M plans. Subscribing Entity must maintain a minimum of 5 lines on the Machine-to-Machine plans in order to share data. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available. Plan changes may not take effect until the billing cycle following the change request. This plan is not eligible to be activated on 3G equipment including but not limited to PC cards, modems, and tablets. This plan is not eligible to be activated on 4G tablets.

Ohio Custom Plans

Wireless Priority Service		
Monthly Access Charge	Per Minute Charge*	One-Time Activation Fee
$0	$0.00	$0

Notes: WPS is a government initiative to provide wireless priority access capabilities to leaders and responders of emergency preparedness and disaster recover positions authorized for higher-level of communications capabilities. This service will provide the benefit of a higher probability of call completion during times of wireless network congestion for government agencies that must have communications capabilities.

Approval Process

WPS is managed by the National Communication Systems (NCS) of the Department of Homeland Security (DHS). You can fnd out if you are eligible to receive WPS by visiting the NCS's website at https://www.dhs.gov/wireless-priority-service-wps. Once the NCS determines your eligibility for priority access, your Designated Agency Representative must authorize the feature to be added to your Verizon Wireless Account.

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. WPS Access functions on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). *All WPS Access charges, including the $.75 per minute charge are in addition to the charges associated with your Verizon Wireless calling plan. WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Visit wps.ncs.gov or contact your Verizon Wireless representative for complete details regarding WPS Access coverage, service and availability.

PRIVACY NOTICE: Verizon Wireless is required to and will share information about your WPS Access usage and account status with the NCS and its authorized agents.

Ohio Custom Plans

Enterprise Messaging

Contingent upon execution of a Letter of Authorization by the Subscribing Entity

Enterprise Messaging is Not eligible for monthly access fee discounts.

Messaging Allowance	Enterprise Messaging Monthly Access (Standard text messaging rates apply for Recipient)	Per Message After Allowance
100,000	$200.00	$0.02
Unlimited	$500.00	N/A
Public Safety Unlimited	$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

*The $0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes

• 621910 Ambulance Services	• 922130 Legal Counsel and Prosecution	• 922160 Fire Protection
• 922110 Courts	• 922140 Correctional Institutions	• 922190 Other Justice, Public Order, and Safety Activities
• 922120 Police Protection	• 922150 Parole Offices and Probation Offices	• 928110 National Security

1. **ENTERPRISE MESSAGING:** In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.
2. **REQUIREMENTS AND RESTRICTIONS:** Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations, experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

   Subscribing Entity agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Subscribing Entity agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.
3. **LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Subscribing Entity's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.
4. **SUBSCRIBING ENTITY ENTERPRISE MESSAGING CONTACT:** Subscribing Entity agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Subscribing Entity utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Subscribing Entity must provide written notice of changes to contact information fourteen days prior.
5. **PILOT MOBILE PHONE:** Verizon Wireless shall provide Subscribing Entity with one pilot mobile phone at no charge to manage password setup and resets. Subscribing Entity should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Subscribing Entity shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Subscribing Entity for replacement phones.
6. **IP ADDRESSES:** Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Subscribing Entity uses. Subscribing Entity's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Subscribing Entity by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.
7. **TERMINATION OF SERVICE:** VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL SUBSCRIBING ENTITY'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF SUBSCRIBING ENTITY VIOLATES THE RESTRICTIONS OF THIS AMENDMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Amendment or the Master Service Agreement for Wireless Voice and Data Services, effective August 6, 2009 between the Department of Administrative Services on behalf of the State of Ohio and Cellco Partnership d/b/a Verizon Wireless.; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Amendment; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Amendment; or (f) operational or other governmental reasons.
8. **DISCLAIMER AND LIMITATION OF LIABILITY:** SUBSCRIBING ENTITY AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBING ENTITY'S USE OF ENTERPISE MESSAGING AND EMAG IS IT'S SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
9. **INDEMNIFICATION:** Shall be as provided in Section 2.1 of the Agreement dated August 6, 2009.
10. **NO RESELLING:** Subscribing Entity cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.
11. **SUBJECT TO SERVICE PROVIDER'S MASTER SERVICE AGREEMENT:** These terms supplement the Master Service Agreement for Wireless Voice and Data Services, effective August 6, 2009 between the Department of Administrative Services on behalf of the State of Ohio and Cellco Partnership d/b/a Verizon Wireless. As it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Subscribing Entity's use of Enterprise Messaging and EMAG. The terms and conditions of Section 1, Enterprise Messaging, specifically apply to the Subscribing Entity's use of Enterprise Messaging. All terms and conditions of the Master Service Agreement apply except as modified herein.

Commercially Available Plans

Nationwide for Business Calling Plans

Nationwide for Business Calling Plans include:
- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes
- Mobile Web 2.0†

Monthly Anytime Voice Minutes	Talk — Monthly Access Fee with a 19% State of Ohio Discount		Talk & Text ✓Unlimited Messaging — Monthly Access Fee with a 19% State of Ohio Discount		Friends & Family® (Up to 10 numbers)	Per-Minute Rate After Allowance
	Single Line	Share Option	Single Line	Share Option		
450	~~$39.99~~ $32.39*	~~$44.99~~ $36.44	~~$59.99~~ $48.59*	~~$64.99~~ $52.64	Included w/ Share*	$0.25
900	~~$59.99~~ $48.59	~~$64.99~~ $52.64	~~$79.99~~ $64.79	~~$84.99~~ $68.84	Included*	
1350	~~$79.99~~ $64.79	~~$84.99~~ $68.84	~~$99.99~~ $80.99	~~$104.99~~ $85.04		
2000	~~$99.99~~ $80.99	~~$104.99~~ $85.04	~~$119.99~~ $97.19	~~$124.99~~ $101.24		
4000	~~$149.99~~ $121.49	~~$154.99~~ $125.54	~~$169.99~~ $137.69	~~$174.99~~ $141.74		
6000	~~$199.99~~ $161.99	~~$204.99~~ $166.04	~~$219.99~~ $178.19	~~$224.99~~ $182.24		
Data Sent or Received	$1.99/MB or per data package**					
Unlimited Push to Talk	$5 additional monthly access per line					

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. *Friends & Family eligibility varies on selected calling plan. **Smartphones and Data Multimedia Phones require a data package. Unlimited Push to Talk available only on select handsets.

Nationwide for Business Data Share Plans

Monthly Access with 20% Feature Discount	Shared Data Allowance	Basic Phone	Smartphone	Tablet	USB* Netbook Notebook
$20.00	500MB	X			
~~$30.00~~ $24.00	2GB	X	X	X	
~~$50.00~~ $40.00	5GB	X	X	X	X
~~$80.00~~ $64.00	10GB	X	X	X	X

Data Overage: $15/GB. *4G LTE USB devices only.

Notes: Accounts with a minimum of 5 lines. These aggregate data features/plans are NOT compatible with any legacy share plan (Nationwide Small Business Share) and can only be added to a Nationwide for Business voice plan. Mobile Hotspot/MBBC is included on all capable devices. Access to personal email and corporate email (using ActiveSync or Lotus Notes Traveler) is included with data allowance, if supported by device. Data charges apply. For all capable devices, corporate email using BES/GMM is included on data plans with a Monthly Access of $50 and higher, otherwise corporate email using BES/GMM is available for an additional $15 Monthly Access.

Commercially Available Plans

MORE Everything Plan for Small Business: Talk, Text and Data Government Subscribers

Select Device Type

Monthly Line Access Fee (Is NOT eligible for Monthly Access Charge discounts)

Smartphones	Basic Phones	Jetpacks/Netbooks/ Notebooks/USBs and 4G LTE Routers with voice only or data only	4G LTE Routers (with voice and data bundle)	Tablets (including Google Chromebook)	Wireless Home Phone/ HomeFusion Broadband	Select Connected Devices
$40.00 per device	$30.00 per device	$20.00 per device	$30.00 per device	$10.00 per device	$20.00 per device	$5.00 per device

Select Data Amount (Talk and Text are Unlimited)

Monthly Account Access Fee with a 19% Discount (as applicable)

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
$15.00[4]	Up to 10	250MB	$15.00 per 200MB
$30.00[4]		500MB[5]	$15.00 per 500MB
~~$40.00~~ $32.40		1GB	$15.00 per 1GB
~~$50.00~~ $40.50		2GB	
~~$60.00~~ $48.60		3GB	
~~$70.00~~ $56.70		4GB	
~~$80.00~~ $64.80		6GB	
~~$90.00~~ $72.90		8GB	
~~$100.00~~ $81.00		10GB	
~~$110.00~~ $89.10		12GB	
~~$120.00~~ $97.20		14GB	
~~$130.00~~ $105.30		16GB	
~~$140.00~~ $113.40		18GB	
~~$150.00~~ $121.50		20GB	
~~$225.00~~ $182.25	Up to 25	30GB[2]	
~~$300.00~~ $243.00		40GB[2]	
~~$375.00~~ $303.75		50GB[2]	
~~$450.00~~ $364.50	Up to 50	60GB[2]	
~~$600.00~~ $486.00		80GB[2]	
~~$750.00~~ $607.50		100GB[2]	
~~$1,125.00~~ $911.25	Up to 100	150GB[2]	
~~$1,500.00~~ $1,215.00		200GB[2]	

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
Good Mobile Messenger	$15.00 per line
BlackBerry Enterprise Server	$15.00 per line
Cloud Storage	25GB per line
Unlimited Domestic Text and Multimedia Messages	Included (Including messages to Canada and Mexico)
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. [1]Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. [2]HomeFusion Broadband cannot be added to these MORE Everything plans. [3]Only Delphi Connect and Samsung Galaxy Camera devices are eligible. [4]No additional discounts apply. [5]Accounts with Data only devices must take the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. Prevailing rates apply to all other messages. Text Messages originating from Mexico are $0.50 per message sent (per recipient) and $0.05 per message received. Subscribing Entity subscribing to MORE Everything for Small Business Plans and non-MORE Everything for Small Business Plans will be billed on separate billing accounts and invoices. Sharing: Sharing is available only among Government Subscribers on the MORE Everything for Small Business Plans - Talk Text and Data. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from MORE Everything for Business plans will not share with any non-MORE Everything for Small Business Plans. MORE Everything is a commercially available (retail) rate plan and is subject to availability and change.

Commercially Available Plans

MORE Everything Plan with Canada and Mexico Feature: Talk, Text and Data Government Subscribers (Subject to international eligibility requirements)

Select Device Type

Monthly Line Access Fee (Is NOT eligible for Monthly Access Charge discounts)

Smartphones	Basic Phones	Jetpacks/Netbooks/ Notebooks/USBs and 4G LTE Routers with voice only or data only	4G LTE Routers (with voice and data bundle)	Tablets (including Google Chromebook)	Wireless Home Phone / HomeFusion Broadband	Select Connected Devices
$40.00 per device	$30.00 per device	$20.00 per device	$30.00 per device	$10.00 per device	$20.00 per device	$5.00 per device

Select Data Amount (Talk and Text are Unlimited)

Monthly Account Access Fee with a 19% Discount (as applicable)

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage (within the domestic 48 US)
$30.00[4]	Up to 10	250MB	$15.00 per 200MB
$45.00[4]		500MB[5]	$15.00 per 500MB
~~$55.00~~ $44.55		1GB	$15.00 per 1GB
~~$65.00~~ $52.65		2GB	
~~$75.00~~ $60.75		3GB	
~~$85.00~~ $68.85		4GB	
~~$95.00~~ $76.95		6GB	
~~$105.00~~ $85.05		8GB	
~~$115.00~~ $93.15		10GB	
~~$12500~~ $101.25		12GB	
~~$135.00~~ $109.35		14GB	
~~$145.00~~ $117.45		16GB	
~~$155.00~~ $125.55		18GB	
~~$165.00~~ $133.65		20GB	
~~$240.00~~ $194.40		30GB[2]	
~~$315.00~~ $255.15		40GB[2]	
~~$390.00~~ $315.90		50GB[2]	
General Allowance Minutes	1,000 shared minutes for Long Distance and roaming in Canada and Mexico. Voice overage $0.35/minute		
Domestic Long Distance			
National Access Roaming			
~~$250.00~~ $202.50	Up to 25	30GB[2]	$15.00 per 1GB
~~$325.00~~ $263.25		40GB[2]	
~~$400.00~~ $324.00		50GB[2]	
~~$475.00~~ $384.75	Up to 50	60GB[2]	
~~$625.00~~ $506.25		80GB[2]	
~~$775.00~~ $627.75		100GB[2]	
General Allowance Minutes	2,000 shared minutes for Long Distance and roaming in Canada and Mexico. Voice overage $0.35/minute		
Domestic Long Distance			
National Access Roaming			
~~$1,175.00~~ $951.75	Up to 100	150GB[2]	$15.00 per 1GB
~~$1,550.00~~ $1,255.50		200GB[2]	
General Allowance Minutes	4,000 shared minutes for Long Distance and roaming in Canada and Mexico. Voice overage $0.35/minute		
Domestic Long Distance			
National Access Roaming			
Good Mobile Messenger	$15.00 per line		
BlackBerry Enterprise Server	$15.00 per line		
Cloud Storage	25GB per line		
Mobile Hotspot	Included. Note: Data usage on both 3G MHS and 4G MHS will deduct from the Global Data Feature allowance.		

Continued next page.

Commercially Available Plans

Continued from previous page.

MORE Everything Plan with Canada and Mexico Feature: Talk, Text and Data Government Subscribers (Subject to international eligibility requirements)				
Global Data Usage OPTION 1: Pay As You Go	$2.05 per MB(Canada)/$5.12 per MB (Mexico)			
Global Data Usage OPTION 2:	Per Global Data package or feature Note: If a Subscribing Entity has a global data option on their line, data usage while sending multimedia messaging will deduct from the global data allowance.			
Unlimited Domestic Text and Multimedia Messages	Canada Messaging		Mexico Messaging	
	Sent **TO**	Sent **FROM**	Sent **TO**	Sent **FROM**
	Included	Text: included in Messaging allowance. Multimedia: sent/ received domestic msg. rate + $2.05/MB	Included	Text: $0.50 per msg sent/ per recipient/$0.05 per msg received. Multimedia: sent/ received domestic msg. rate + $5.12/MB

Notes: Subscribing Entity in Canada or Mexico placing calls to international numbers other than the US, Canada or Mexico use minutes from the Monthly Shared minute allowance and are charged at the International Long Distance (LD) rate for the country they are calling. Subscribing Entity may add the International Value Plan to discount international long distance per minute rates. Puerto Rico and US Virgin Islands usage is billed at domestic rates and deducts from domestic allowance (if available). Subscribing Entity who exceed their 1000, 2000 or 4,000 minute allowance and call any destination besides the US, Puerto Rico and US Virgin Islands while roaming in Canada/Mexico will be charged the $0.35/min MORE Everything Canada & Mexico overage rate plus the I-Dial rate for the country they are calling. Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. Shared data allowance is domestic only. For data in Canada or Mexico refer to Global Data options. [1]Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. [2]HomeFusion Broadband cannot be added to these MORE Everything plans. [3]Only Delphi Connect and Samsung Galaxy Camera devices are eligible. [4]No additional discounts apply. [5]Accounts with Data only devices must take the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. Prevailing rates apply to all other messages. Subscribing Entity subscribing to MORE Everything for Small Business Plans and non-MORE Everything for Small Business Plans will be billed on separate billing accounts and invoices. Voice Sharing Canada and Mexico only: At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need. Calling plan changes may not take effect until the next billing cycle following the request. Global Data Package. Not available in all countries. $20.48/MB for countries not included in the global allowance. Sharing: Sharing is available only among Government Subscribers on the MORE Everything Plan with Canada and Mexico Feature – Talk Text and Data. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from MORE Everything Plan with Canada and Mexico Feature – Talk Text and Data will not share with any non-MORE Everything Plan with Canada and Mexico Feature – Talk Text and Data. MORE Everything is a commercially available (retail) rate plan and is subject to availability and change.

Commercially Available Plans

MORE Everything Plan for Small Business: Basic Device Talk Only	
Up to Ten (10) Lines Only (per billing account)	
Monthly Line Access and Monthly Account Access (Are NOT eligible for Monthly Access Charge discounts)	
Basic Phones Only	
Monthly Device Access Charge	$30.00 per device
Monthly Account Access Charge	$5.00
Domestic Anytime Voice Allowance Per Month	700 Minutes (shared)
Voice Per Minute Rate (after allowance)	$0.45
Unlimited Domestic Night & Weekend Minutes	Included
Unlimited Domestic Mobile to Mobile	Included
Domestic Long Distance	Included
Domestic Data	$1.99 per MB
Personal Email	$5.00
1000 Domestic Text and Multimedia Messages	$10.00
Cloud Storage	25 GB per line
Domestic Text and Multimedia Messages (Pay As You Go)	$0.20 (SMS) Text sent/received $0.25 (MMS) Multimedia sent/received

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.

MORE Everything Talk-only plans are not available for accounts with Smartphones or data devices. Subscribing Entity subscribing to MORE Everything for Small Business Plans and non-MORE Everything for Small Business Plans will be billed on separate billing accounts and invoices. MORE Everything Canada and Mexico cannot be added to this plan.

Sharing: Sharing is available only among Government Subscribers to this MORE Everything for Small Business Plans Basic Phone Only Plan. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Canada and Mexico minutes cannot be added to this plan. Domestic Data MBs, and Text, Picture and Video messages are not eligible for sharing. Voice allowances from MORE Everything for Small Business Basic Phone Talk Only Plans will not share with any non-MORE Everything Small Business Basic Phone Talk Only Plans. MORE Everything is a commercially available (retail) rate plan and is subject to availability and change.

Commercially Available Plans

MORE Everything Plan for Small Business: Data Only Government Subscribers

Select Device Type

Monthly Line Access Fee (Is NOT eligible for Monthly Access Charge discounts)

Jetpacks	USBs	Netbooks/ Notebooks	4G LTE Routers with data only	Verizon 4G LTE Broadband Routers with voice data only	Tablets (including Google Chromebook)	Connected Devices
$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$10.00 per device	$5.00 per device

Select Data Amount

Monthly Account Access Fee with a 19% Discount (as applicable)

Monthly Account Access	Maximum Number of Lines (Per billing account)	Shared Data Allowance	Domestic Data Overage
$20.00 Tablet & Connected Devices Only	Up to 10	2GB	$15.00 per 1GB
$30.00		4GB	
~~$40.00~~ $32.40		6GB	
~~$50.00~~ $40.50		8GB	
~~$60.00~~ $48.60		10GB	
~~$70.00~~ $56.70		12GB	
~~$80.00~~ $64.80		14GB	
~~$90.00~~ $72.90		16GB	
~~$100.00~~ $81.00		18GB	
~~$110.00~~ $89.10		20GB	
~~$185.00~~ $149.85	Up to 25	30GB	
~~$260.00~~ $210.60		40GB	
~~$335.00~~ $271.35		50GB	
~~$410.00~~ $332.10	Up to 50	60GB	
~~$560.00~~ $453.60		80GB	
~~$710.00~~ $575.10		100GB	
~~$1,025.00~~ $830.25	Up to 100	150GB	
~~$1,400.00~~ $1,134.00		200GB	

National Access Roaming	$0.002 per KB (Canada)/$0.005 per KB (Mexico)
Domestic Text Messaging	Unlimited (device dependent)
Good Mobile Messenger	$15.00 per line
BlackBerry Enterprise Server	$15.00 per line
Cloud Storage	25GB per line

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. MORE Everything data-only plans are not available for accounts with Smartphones or basic phones. LTE Internet (installed) devices require a data package of 10 GB or higher. Current coverage details can be found at www.verizonwireless.com. Access Charge discounts applied at the account level only. Open Development approved devices cannot be activated on MORE Everything plans. Subscribing Entity subscribing to MORE Everything for Small Business Data Only Plans and non-MORE Everything for Business Data Only Plans will be billed on separate billing accounts and invoices.

Sharing: Sharing is available only among Government Subscribers to this MORE Everything for Small Business Plans Data Only Plans. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Text, Picture and Video messages are not eligible for sharing. Data allowances from MORE Everything for Small Business Data Only plans will not share with any non-MORE Everything for Business Data Only Plans. MORE Everything is a commercially available (retail) rate plan and is subject to availability and change.

Commercially Available Plans

Wireless Home Phone

Wireless Home Phone is NOT eligible for Monthly Access Discounts.	
Monthly Access Charge	$20.00
Monthly Allowance	Unlimited
Domestic Calling	Unlimited
Domestic Long Distance	Unlimited

Included features with the Wireless Home Phone (WHP) service are:

- Account Balance (#225)
- Account Payment (#768)
- Call Waiting
- Call Forwarding
- Caller ID (number only, Caller ID with name is supported - monthly charges may apply)
- 411 (Subscribing Entity will be charged $1.99 plus airtime), 611, 911 (Subject to change)
- International Calling (via iDial or Calling Card)
- Last Number Callback (*69)
- National Domestic Hotlines (#4673)
- Ringback Tones
- 3-Way Calling
- TTY/TTD Compatible

Notes: Wireless Home Phone is an analog telephone adaptor that provides users with a high-quality, home phone service on Verizon Wireless CDMA network. Wireless Home Phone is designed to operate anywhere within the Verizon Wireless coverage area. The Verizon Wireless coverage map at www.verizonwireless.com provides the expected coverage for each location. Wireless Home Phone is a commercially available (retail) rate plan and is subject to availability and change.

Nationwide for Business Data Share Plan for Tablets and Netbooks

The plan below reflects the Monthly Access charge discount. No additional discounts apply.

Monthly Access Fee	Monthly Allowance	Domestic Data Overage	Optional Business Email Feature Compatible with server based email solutions
$30.00	2GB	$15.00 per each additional GB of usage	$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at Prevailing Rates. Lines activated on this Nationwide for Business Data Share Plan for Tablets and Netbooks will share with lines on the commercially available Nationwide for Business Data Share Plans and Features included within this amendment only. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Commercially Available Plans

Machine-to-Machine (M2M) Wireless Backup Router Plan			
Allowance	Monthly Recurring Charge	Overage Rate/GB	3G or 4G
25MB	$10.00	$10.00	3G
25MB	$10.00	$10.00	4G

Notes: 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. Typical 4G speeds: 5 to 12 Mbps download, 2 to 5 Mbps upload. When traveling in the 3G Coverage Area, you can expect download speeds of 600 Kbps to 1.4 Mbps and upload speeds of 500 to 800 Kbps. When traveling in the Extended 3G Coverage Area, you can expect download speeds of 400 to 700 Kbps and upload speeds of 60 to 80 Kbps. Outside the Mobile Broadband Rate and Coverage Area, the NationalAccess network allows connections at typical speeds of 60 to 80 Kbps. See the Calling Plan and Feature Details in the Agreement or contact your Verizon Wireless Sales Representative for important information about calling plans, features and options.

VZW Data Package Requirements The Data Packages are eligible for monthly access fee discounts and promotions, when available. Data for Feature Phones and Smartphones.			
Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature (Compatible with server-based email solutions)
n/a	-0-	$1.99 per MB	n/a
$10.00	75MB	$10.00 per each additional 75 MB of usage	n/a
~~$30.00~~ $24.30*	2GB**	$10.00 per each additional GB of usage	$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). *The $30.00/2GB data package is eligible for monthly access fee discounts when combined with select Business calling plans. **Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein. These plans are not eligible for discounts on month to month activations.

Commercially Available Plans

Private Network/Dynamic Mobile Network Routing (DMNR)/ Service Based Access (SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

3G/4G Data plans or features only

Configuration	Private Network Only
Per Account Level Set-Up (One-time fee)	$500.00
Per Account FES Connect Set-Up (One-time fee)	$1500.00

Set-Up fees apply to new Private Network builds (Verizon Home Agent Portal [VHAP]). This applies to New Private Networks built as Standard, Parent or Child which includes Virtual Subscribing Entity PN (VCPN), Closed User Group (CUG) and M2M. Once a PN has been built, there are no setup fees for modifications to the PN, such as upgrading PN from 3G to 4G LTE or adding Internet Protocol (IP) Pools.

Dynamic Mobile Network Routing (DMNR) [Optional Feature]

Dynamic Mobile Network Routing (DMNR) is a network-based mobile technology capable of providing dynamic routing and support for mobile or stationary routers, single primary wireless access or automatic wireless backup configurations using Mobile IPv4 based NEMO (Network Mobility) protocol regardless of the application beneath it.

Configuration	Private Network with DMNR	DMNR Only (Adding to existing Private Network Only)
Per Account Level Set-Up (One time fee)	$750.00	$250.00
Per Account FES Connect Set-Up (One time fee)	$1500.00	N/A

Setup fee is only for the PN with DMNR. It does not include Verizon Business Private IP Wireless Access (Multi Protocol Label Switching [MPLS]) set up, FES Connectivity Solution, or Virtual PN (VPN) set up, which is required for DMNR if a connection is not already established. DMNR may be configured for Dynamic or Static Wireless Wide Area Network (WWAN) IP and Local Area Network (LAN) Internet Protocol (IP) addresses. DMNR & SBA are optional features that can co-exist on a Subscribing Entity's PN profile.

Service Based Access (SBA) [Optional Feature]

Service Based Access (SBA) is an optional configuration for Verizon Wireless Private Network that enables Subscribing Entity to determine a connected device's location using VZW assisted GPS (aGPS). It also provides Private Network-eligible Smartphones with access to VisualVoicemail (VVM) and Multimedia Messaging Services (MMS).

Configuration	Private Network with SBA	SBA Only (Adding to existing Private Network Only)
Per Account Level Set-Up (One time fee)	$750.00	$250.00
Per Account FES Connect Set-Up (One time fee)	$1500.00	N/A

Setup fee is only for the PN with SBA. It does not include Verizon Business Private IP Wireless Access (Multi Protocol Label Switching [MPLS]) set up, FES Connectivity Solution, or Virtual PN (VPN) set up, which is required for DMNR if a connection is not already established. For Tiered Hierarchy PN configurations the SBA setup fee is applied to the Parent profile. Child profile(s) configured under a Parent context enabled for SBA inherits the SBA configuration of the Parent context. SBA & DMNR are optional features that can co-exist on a Subscribing Entity's PN profile.

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees for new Public Safety builds classified with the following NAICS (formerly SIC) Codes only:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security

Notes: Fees are per account level (regardless of the number of IPs ordered). Fees may not apply in certain VPN environments. Monthly access charges per device are based on Mobile Broadband, Mobile Broadband Wireless Router, Telemetry, Wireless Email, or usage-based megabyte pricing. If a Fixed End Systems (FES) connection is ordered in support of PN, the $1,500 FES setup fee is waived.

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Commercially Available Plans

Zipit Now Messaging Solution 35MB Price Plan This plan has been discounted and is NOT eligible for any additional discounts or promotions.	
	Zipit
Discounted Monthly Access Fee	$15.00
Optional Feature Access Fee	n/a
Domestic MB Allowance	35MB
Overage Rate per KB	$0.005/KB
NationalAccess Roaming	n/a
Home Airtime/Minute Rate	n/a
Domestic Text Messages	Standard Rate
Domestic Long Distance†	Included

Notes: Current coverage details can be found at www.verizonwireless.com. Subject to NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. Broadband Access is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance.

Commercially Available Plans

Global Voice*

No additional discounts apply.

Canada	$0.69/min
Mexico	$0.99/min
Caribbean and Europe	As low as $1.29/min
Standard Rates for Other Countries	As low as $1.29/min
Global Roam Voice Value Plan Rates	$4.99/month, as low as $0.99/min

Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices.

Global Messaging*

No additional discounts apply.

Global Text Messaging	
Canada	$0.20 per recipient per message sent and $0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	$0.50 per recipient per message sent and $0.05 per message received
Global Picture and Video Messaging	
Canada, Mexico and Puerto Rico	$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges
Other Countries	$0.50 per recipient to send, $0.25 per message to receive plus global data roaming charges Visit verizonwireless.com/internationalmms for supported countries

Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices.

Global Data Optional Feature

The Data Feature is eligible for a monthly access fee discount and promotions, when available*

Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (Non-Global Data Plan Countries)
~~$25.00~~ $20.00	100MB	$25.00 per each additional 100 MB used	$0.02 per KB ($20.48/MB)

Pay Per Use (for subscribers not using the Global Data Feature)				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/global. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Subscribing Entity must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance. *Discount available for this feature when provisioned onto a qualified plan $34.99 or greater.

Grandfathered Plans

3G Mobile Broadband Data Plans – PC Card, USB Modem or Express Card

Monthly Access Fee with a 19% State of Ohio Discount	
Monthly Access Fee	~~$39.99~~ $32.39
Monthly Allowance	250MB/$0.10/MB overage

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect.

Nationwide Email for Business Calling Plans

Nationwide for Business Calling Plans include:
- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Data Allowance for Email
- Unlimited Night & Weekend Minutes

Monthly Anytime Voice Minutes	Email Plan ✓ Voice and email	Email and Messaging Plan ✓ Voice, email, and messaging ✓ Unlimited text, picture, and video messaging	Friends & Family (Up to 10 numbers)	Per-Minute Rate After Allowance
	Monthly Access Fee with a 19% State of Ohio Discount			
450	~~$79.99~~ $64.79	~~$99.99~~ $80.99	Included w/ Share*	$0.25
900	~~$99.99~~ $80.99	~~$119.99~~ $97.19	Included*	
1350	~~$109.99~~ $89.09	~~$129.99~~ $105.29		
2000	~~$129.99~~ $105.29	~~$149.99~~ $121.49		
4000	~~$169.99~~ $137.69	~~$189.99~~ $153.89		
6000	~~$219.99~~ $178.19	~~$239.99~~ $194.39		
Share Option	~~$5~~ $4.05 additional monthly access per line			

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Friends & Family eligibility varies on selected calling plan.

Grandfathered Plans

Nationwide Small Business SharePlans

Nationwide for Business Calling Plans include:
- Unlimited National Mobile to Mobile Calling Minutes
- No Domestic Roaming or Long Distance Charges
- Unlimited Night & Weekend Minutes
- Mobile Web 2.0†

Shared Monthly Anytime Voice Minutes	Talk Monthly Access Fee – First 2 Lines – with a 19% State of Ohio Discount on Primary Line Only	Talk & Text ✓ Unlimited Messaging Monthly Access Fee – First 2 Lines – with a 19% State of Ohio Discount on Primary Line Only	Maximum # of Lines	Friends & Family (Up to 10 numbers)	Per Minute Rate After Allowance
700	~~$69.99~~ $58.59	~~$99.99~~ $82.89	5	Not Included	$0.45
1400	~~$89.99~~ $74.79	~~$119.99~~ $99.09	5	Included*	$0.40
2000	~~$99.99~~ $82.89	~~$129.99~~ $107.19	5		$0.35
3000	~~$149.99~~ $123.39	~~$179.99~~ $147.69	5		$0.25
4000	~~$199.99~~ $163.89	~~$230.99~~ $190.14	8		
6000	~~$274.99~~ $224.64	~~$305.99~~ $250.89	10		
7500	~~$424.99~~ $346.14	~~$455.99~~ $372.39	15		
10000	~~$544.99~~ $443.34	~~$575.99~~ $469.59	20		
15000	~~$804.99~~ $653.94	~~$835.99~~ $680.19	30		
20000	~~$1084.99~~ $880.74	~~$1115.99~~ $906.99	40		
30000	~~$1609.99~~ $1305.99	~~$1640.99~~ $1332.24	50		
Add a Line**	$9.99	$9.99 or $15.99			

Unlimited Push to Talk	$5 additional monthly access per line
Data Sent or Received	$1.99/MB or per data package***

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Only primary lines are eligible for monthly access fee discounts. Monthly Access Fees are for two lines of service. If the maximum number of lines associated with the Shared Monthly Anytime Minutes tier is exceeded, Subscribing Entity will automatically be migrated to the lowest Shared Monthly Anytime Minutes tier that supports their number of lines. Unlimited Push to Talk available only on select handsets. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. *Friends & Family eligibility varies on selected calling plan. **All additional lines on a Select Plan with a Shared Monthly Anytime Minute allowance for 3,000 minutes or less are $9.99 each, for 4,000 minutes or more adding a line is $15.99 each. ***3G Smartphones and 3G Data Multimedia Phones require a data package.

Grandfathered Plans

Custom Mobile Broadband Machine-to-Machine (M2M) Megabyte SharePlans®: Government Subscribers Only

These Custom Mobile Broadband Machine-to-Machine Plans with Monthly Access Fees $34.99 or higher are eligible for the 19% Monthly Access Fee Discounts.

Monthly Access Fee	Mobile Broadband/ National Access MB Allowance	Share Option Monthly Access Fee	Share Tier	Overage Rate per MB	Rate Per Minute	Off-Net Rate Per Minute (Peak/Off Peak) [Off-Net LD Included]	National Access Roaming per KB (Canada)
$5.00	1MB	Included	Tier 1	$3.00	$0.25	$0.69 domestic roaming	$0.002
$7.00	5MB	Included					
$10.00	25MB	Included					
$15.00	50MB	Included					
~~$35.00~~ $28.35	250MB	Included	Tier 2	$0.03			
~~$60.00~~ $48.60	5GB	Included		$0.03			
$25.00	250MB	n/a	n/a	$0.03			
~~$50.00~~ $40.50	5GB	n/a	n/a	$0.03			

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com.

Sharing: Subscribing Entity must maintain a minimum of five (5) M2M lines choosing a Custom Mobile Broadband Machine-to-Machine Megabyte SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering these plans and may migrate existing M2M lines to the Mobile Broadband M2M Plans (without sharing). Sharing among M2M lines is available only among lines active on plans in the same sharing tier. Subscribing Entity must maintain a minimum of 5 lines on the Machine-to-Machine plans in order to share data. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available. Plan changes may not take effect until the billing cycle following the change request.

Grandfathered Plans

Mobile Broadband Telemetry Megabyte Plans

The Mobile Broadband/National Access Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.

Monthly Access Fee	Mobile Broadband/ National Access MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute (Peak/Off Peak) (Off-Net LD Included)*	National Access Roaming (Canada)
~~$8.99~~ $8.09	1MB	$0.0050	$0.25	$0.69 domestic roaming	$0.002
~~$10.99~~ $9.89	2MB				
~~$12.99~~ $11.69	3MB				
~~$14.99~~ $13.49	4MB				
~~$16.99~~ $15.29	5MB				
~~$19.99~~ $17.99	10MB				
~~$29.99~~ $26.99	25MB				
~~$39.99~~ $35.99	50MB	$0.0003	$0.25	$0.69 domestic roaming	$0.002
~~$49.99~~ $44.99	250MB				
~~$59.99~~ $53.99	1GB				
~~$99.99~~ $89.99	5GB				

Notes: A minimum of five (5) corporate liability devices in service required. Telemetry plans are intended for data transmissions and for primary use within the Verizon Wireless Mobile Broadband and NationalAccess Coverage Areas. Current coverage details can be found at www.verizonwireless.com. *Grand-fathered for current Subscribing Entity who already have these plans.

Mobile Broadband Telemetry Megabyte SharePlans

The Mobile Broadband/NationalAccess Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.

Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute (Peak/Off Peak) (Off-Net LD Included)*	National Access Roaming (Canada)
~~$10.99~~ $9.89	1MB	$0.0050	$0.25	$0.69 domestic roaming	$0.002
~~$12.99~~ $11.69	2MB				
~~$18.99~~ $17.09	5MB				
~~$34.99~~ $31.49	25MB				
~~$39.99~~ $35.99	50MB	$0.0003	$0.25	$0.69 domestic roaming	$0.002
~~$49.99~~ $44.99	250MB				
~~$59.99~~ $53.99	1GB				
~~$99.99~~ $89.99	5GB				

Notes: Sharing requires 10+ telemetry lines on the account. Telemetry plans are intended for data transmissions and for primary use within the Verizon Wireless Mobile Broadband and National Access Coverage Areas. Current coverage details can be found at www.verizonwireless.com. *Grand-fathered for current Subscribing Entity who already have these plans.

Grandfathered Plans

Digital Minutes of Use Telemetry Plans

The Minutes of Use Telemetry plans are NOT eligible for the Telemetry Monthly Access Fee Discounts.

Digital Minutes of Use Telemetry Plan – Option 1

Telemetry Units[2]	Monthly Access Fee	On-Net Anytime Allowance	On-Net Rate Per Minute[1] / Overage (Peak/Off Peak)	Off-Net Rate Per Minute (Peak/Off Peak) [Off-Net LD Included]*	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
50 - 499	$11.00	45 Minutes	$0.45 Peak/ $0.20 Off-Peak	$0.69 domestic roaming	$0.20
500 - 999	$10.00				
1,000 - 4,999	$9.00				
5,000 - 9,999	$8.00				
10,000 +	$7.00				

Digital Minutes of Use Telemetry Plan – Option 2

Telemetry Units[2]	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute[1] / Overage (Peak/Off Peak)	Off-Net Rate Per Minute (Peak/Off Peak) [Off-Net LD Included]*	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
50 - 499	$11.00	60 Minutes	$0.45 Peak/ $0.20 Off-Peak	$0.69 domestic roaming	$0.20
500 - 999	$10.00				
1,000 - 4,999	$9.00				
5,000 - 9,999	$8.00				
10,000 +	$7.00				

Notes: [1]On-Net rates apply when on the Verizon Wireless digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls.
[2]The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Subscribing Entity's Telemetry Units but are not subject to further access fee discounts based on Telemetry Attainment Tier. *Grand-fathered for current Subscribing Entity who already have these plans.

Verizon Wireless Calling Plan Optional Features

Calling Plans and Associated Charges: Corporate Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at corporate pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Corporate Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or PDA devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Unlimited Messaging: Unlimited Messaging, included with the Select, Connect and Premium Plans, is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Friends & Family: Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide Family SharePlans with 1400 minutes or more, subscribers can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Verizon Wireless Calling Plan Included Features[1]

Call Waiting[2,7]	Three Way Calling[2,7]
Call Forwarding[2,7]	No Answer/Busy Transfer[7]
Caller ID[3,7]	Basic Voice Mail[2,4,7]
411 Search[5,7]	Basic Text Messaging[6]
Mobile Web[2,7,8]	International Calling/ Roaming[9]

[1] Not available in some areas.
[2] Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.
[3] When making a call, subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.
[4] Airtime charges apply to message retrieval.
[5] 411 Search, directory assistance with automatic call completion is subject to a per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.
[6] Text Messaging offered at the prevailing rate, currently $0.20 per inbound and $0.20 per outbound message per address $0.25 for picture messages. Text message charges are subject to change.
[7] Feature not included on National Access and Mobile Broadband Plans at no charge, but are available at the prevailing Verizon Wireless rates.
[8] Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on smartphones or the Email and Web for BlackBerry Plans. Unless the a V Cast, or Mobile TV Select Package, or a Nationwide Premium Calling Plans is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.
[9] International Calling/ Roaming prices start at $.49 a minute (plus airtime). For complete terms and conditions for International Calling/Roaming please visit verizonwireless.com/international.

Calling Plan Optional Features

	Optional Feature Access Fee	Messages	Overage Rate
Text Messaging*	$2.99	100	$0.10 per message/per address/ sent or received
Text, Picture, & Video Messaging	$10.00	1000	$0.10 per message/per address
Picture & Video Messaging	$2.99	20	$0.10 per message/per address
	$4.99	40	$0.10 per message/per address
Visual Voice Mail	$2.99 Monthly Access Fee		
Visual Voice Mail for iPhone	$0 Monthly Access Fee		
Push to Talk	$5.00 Monthly Access Fee**		
Roadside Assistance	$3.00 Monthly Access Fee		
VZNavigator	Smartphones (including iPhones) – $4.99 Monthly Access Fee Tablets – $4.99 Monthly Access Fee Basic Phones – $9.99 Monthly Access Fee		

Field Force Manager† Government Unlimited Data Plans (Corporate Subscribers Only)	**Monthly Access per Handset**	Limited	Basic	Premium***
		$19.99 per user	$29.99 per user	$49.99 per user
	Monthly Access per Advanced Device††	Limited	Basic	Premium***
		$15.00 per user	$20.00 per user	$30.00 per user
Field Force Manager† Government Plans Without Unlimited Data (Corporate Subscribers Only)	**Monthly Access per Basic/ Smartphone Feature (Data Package Required)*** **	Limited	Basic	Pro
		$15.00 per user	$20.00 per user	$25.00 per user
Field Force Manager† Only	**Monthly Access per Handset**	Limited	Basic	Push to Talk & FFM
		$24.99 per user	$29.99 per user	$45.00 per user

Notes: Optional Feature rates and packages are subject to change. Other Optional Features may be available please see your Account Manager or visit www.verizonwireless.com for information. Pricing applies to the voice and data plans with unlimited data feature. *Picture and Video messages will be billed at the prevailing rate of $0.25 per picture/video message, per address. **Unless otherwise noted, the Push to Talk Feature is available when combined with a calling plan with a monthly access fee of $34.99 or higher. ***Field Force Manager and Field Force Manager Premium are not available on all devices. †Field Force Manager features $24.99 or higher qualify for 20% feature discount. †† Requires Unlimited Email Plan or Feature.

Verizon Wireless Calling Plan Optional Features

Visual Voice Mail: Visual Voice Mail is only available in the national Enhanced Services Coverage Area and only on select devices. Basic Voice Mail required. Not compatible with Text Messaging Block. Data charges apply during application download and standard messaging rates apply for messages initiated from the application. Accessing Voice Mail, Call Forwarding, Call Return, Personal Operator and other features are subject to airtime, long distance, roaming charges and taxes and Mobile to Mobile Calling minutes do not apply.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal® services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.*

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. Mobile to Mobile Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless subscribers' wireless phones while both wireless subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies
regarding camera phone use.

International Long Distance (1-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operatorassisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: 1-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls made from your Calling Plan's Rate and Coverage Area. If a subscriber's Calling Plan's Rate and Coverage Area includes Canada, calls made from that area to Canadian phone numbers, as applicable, will be billed per the Calling Plan. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): International roaming requires digital or tri-mode CDMA phone with current software. Global Phone requires CDMA/GSM-capable phones and compatible SIM card. 1-Dial required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally and charges will be in addition to text messaging roaming charges. Where available calls placed to directory assistance, entertainment lines and any third-party services are billed (along with applicable toll charges) in addition to roaming rates. Message waiting indicator service is not available where text messaging is not available. Availability of services and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice. See versionwireless.com/international for rates and destinations, which are subject to change without notice. Existing subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the subscriber's MTN or to 000-000-0086Taxes, surcharges and other regulatory fees may apply and may vary by country. Billing for airtime used when roaming may be delayed up to two billing cycles.

By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Field Force Manager (FFM): FFM is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Monthly access includes unlimited data usage for Field Force Manager. Limited Monthly Access plan and Basic Monthly Access plan for advanced devices are not eligible for business discounts. Field FFM available only to Corporate Subscribers is intended for authorized employees/users in the course of legitimate corporate business. Unauthorized or improper use could be a violation of law and may carry civil and criminal penalties. By subscribing to and/or using this service Customer agrees, represents and warrants that: 1) use of FFM by its Corporate Subscribers will be solely for lawful use and for no other purpose, 2) Verizon Wireless is authorized to access, collect, gather, use and disclose personal location information for all devices with FFM in order to deliver the services, and 3) all disclosures and/or consents from individual Corporate Subscribers in possession of the devices being tracked and/or monitored will be obtained as required by applicable law, regulation or policy (including but not limited to those relating to individual privacy rights). FFM requires a supported GPS enabled wireless device, specified Calling Plan or Data Plan, downloadable application, valid e-mail address and Internet access for activation and use. Data usage for FFM is included in the monthly subscription fee. FFM may prevent use of other features and services; any incompatible features and services must be cancelled in order to use FFM. Verizon Wireless does not guarantee the accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. From time to time customers with Limited or Basic service may inadvertently be able to access, view and/or use certain features associated with Basic and/or Premium features of FFM, in order to utilize these features on a regular and ongoing basis, fees associated with the Basic or Premium plan shall apply. Downloading the Field Force Manager application will require approximately 2 MB of data. Data sent or received will be aggregated each month, rounded up to the next megabyte and billed at $1.99/MB. Megabyte charges will not be incurred for using the application after download to the device. FFM is available on select devices only.

Data Plans and Features

Data Plans and Features: Monthly Megabyte allowances apply onto Mobile Broadband data transmissions. Other data (Quick 2 Netsm or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the plan. For optional data features, "other data" will be billed as Anytime Minutes or at the perminute overage rate according to the underlying calling plan. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed with Mobile Broadband service area. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Thirdparty applications may automatically reinitiate data sessions without the subscriber pressing or clicking SEND or CONNECT button. Customer must maintain virus protection when accessing the service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time. Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email,

and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 5 GB in a given month, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the Subscribing Entity.

No Reselling: The Agreement specifically contemplates the purchase of Wireless Services and Equipment by Subscribing Entities. No other parties are eligible to purchase Wireless Services or Equipment under the Agreement. The State may not resell the Wireless Services or Equipment except upon specific written agreement between the Parties.

Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and Mobile Broadband data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.004/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit www.verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. 1-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO 1XRTT Roaming Feature. When roaming domestically, Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where 1XRTT Roaming is available, see www.verizonwireless.com. 1XRTT roaming is available (1) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install GlobalAccess VZAccess ManagerSM and run the OTA wizard. GlobalAccess subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to Mobile Broadband and NationalAccess usage within the United States and Canada as well as an allowance of 100MB ($0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB ($0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and Mobile Broadband Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global Smartphone, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

Share Option

Share Option: Sharing is available only among Corporate Subscribers on applicable calling plans choosing the Share Option.

Nationwide for Business: Sharing Option is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Corporate Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all subscribers if the 5 Corporate Subscriber minimum is not met at any time. Each sharing subscriber's unused Anytime Minutes will pass to other sharing subscribers that have exceeded their Anytime Minutes during the same monthly billing period (Mobile to Mobile Calling minutes and Night and Weekend minutes do not share). Each sharing subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Corporate Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Corporate Subscribers, some Customers may have to have sharing subscribers activated in more than one Verizon Wireless billing system. Sharing among subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Corporate Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing subscriber to the total minutes needed by all sharing subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

Machine-to-Machine Data Plan Terms and Conditions

Machine-to-Machine (M2M) refers to the transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. All terms and condition of the Agreement apply to M2M service, which shall be deemed a "Wireless Service," and M2M Lines, except as modified below.

Eligible M2M Plans: Verizon Wireless M2M plan with a monthly access fee of $34.99 or higher unless such plan specifies that discounts are not applicable. M2M plans can be activated on a 12-month Line Term.

M2M Line: An individual line of Wireless Service used for Machine-to-Machine transmission.

M2M Equipment: Customer must provide its own M2M equipment, which must be listed on Verizon Wireless' approved device list at the time of activation, when activating service on a Verizon Wireless M2M Plan. Unless otherwise approved, customer may not activate equipment purchased from Verizon Wireless on M2M Plans.

M2M Management Center: The Machine-to-Machine Management Center (M2M Management Center) provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Catalog. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Centers are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

M2M Plan Details: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA Countries Outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: *In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $3.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.*

Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice. Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

Federal Universal Service Charge
The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, including voice services and private network data services, other than data charges for wireless broadband Internet access, equipment charges, and taxes. As of July 1, 2015, the basic FUSC rate is 17.1% and changes quarterly. The FUSC rate for bundled minute plans is 4.26% if the customer does not exceed the included number of minutes. The 17.1% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

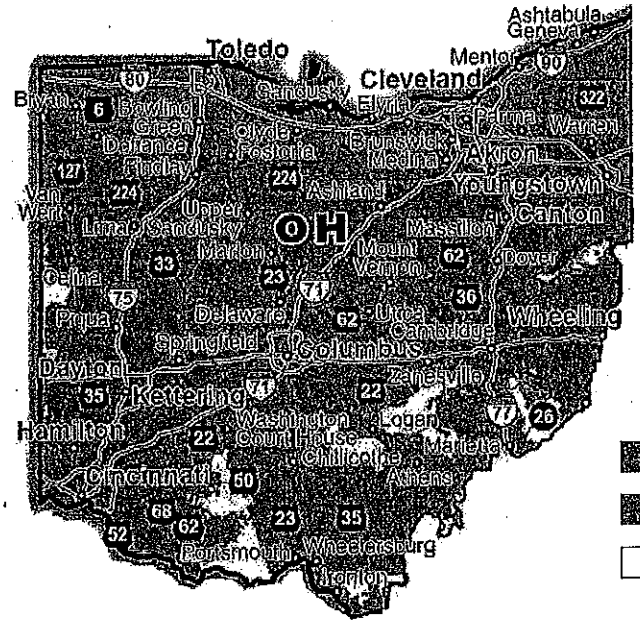
We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

Regulatory Charge
The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.

This charge is subject to change over time upon notice and is taxable in most jurisdictions. Effective August 1, 2014, the Regulatory Charge is $0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and is $0.18 per line for all other services.

Ohio 1 Plan Rate and Coverage Area



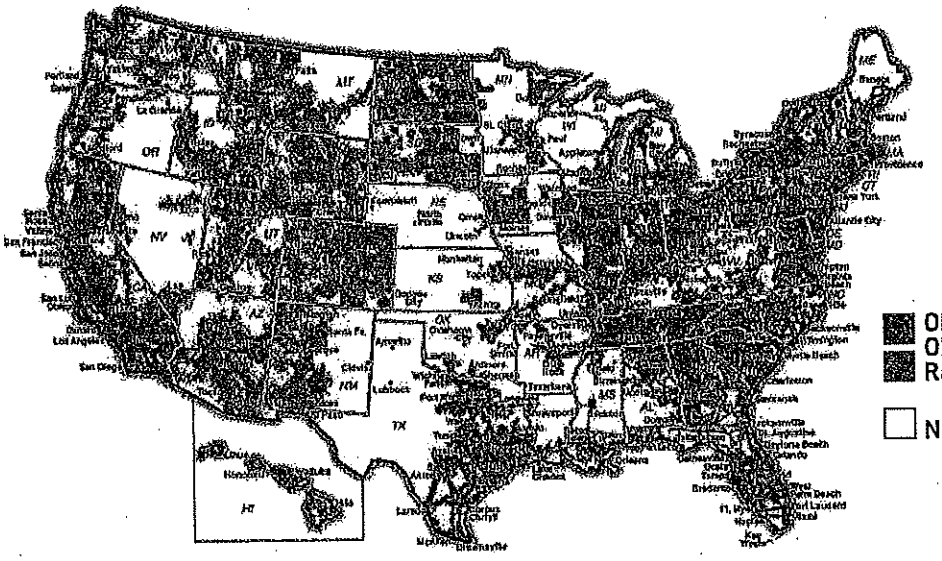
State of Ohio Regional Flat Rate and Ohio 1 Rate Plan & Coverage Area

Ohio 1 Rate Plan & Coverage Area

No Coverage

Important Map Information:
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may included locations with limited or no coverage. Even within a coverage area there are many factors, including customer's equipment, terrain, proximity to buildings, foliage and weather, that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Ohio 1 Plan Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.

Ohio 1 Plan – Extended Rate and Coverage Area



Ohio 1 Plan and Ohio 1 Mobile to Mobile Rate & Coverage Area

No Coverage

Important Map Information:
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may included locations with limited or no coverage. Even within a coverage area there are many factors, including customer's equipment, terrain, proximity to buildings, foliage and weather, that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Ohio 1 Plan Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0984 *Adopted Date* July 30, 2019

APPROVE AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT TO AUTHORIZE THE FINANCIAL RENEWAL AND TERMS AMENDMENT WITH UNITED HEALTHCARE

WHEREAS, an Amendment is needed to the Administrative Services Agreement with United Healthcare effective January 1, 2016 which incorporates previously approved services and fees associated with the administration of the medical plan; and

WHEREAS, previously approved services and fees have been authorized on the Renewal Verification with United Healthcare on Resolution #16-1733, #17-1818, #18-1747; and

NOW THEREFORE BE IT RESOLVED, to authorize the Financial Renewal and Terms Amendment with United Healthcare relative to services and fees pertaining to the administration of the medical plan; amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

HR/

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

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Warren County Board of Commissioners ("Customer"), Contract No. 743289, and is effective on January 1, 2016 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Warren County Board of Commissioners

By _____
Authorized Signature

Print Name Shannon Jones

Print Title President

Date 7-30-19

United HealthCare Services, Inc.

By _____
Authorized Signature

Print Name Pres. Sec. Sherwood

Print Title Reg. Contracts Mgr.

Date 7/12/2019

Renewal 4Q 2014

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

The Administrative Services Agreement is amended on January 1, 2016 as noted below.

1. Exhibit A- Services is amended by the addition of the following to Section E. Claims Administration Services

Advanced Analytics and Recovery Services	United or its affiliates will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

2. Exhibit A-Services is amended by the addition of the following:

O. MEDICARE SERVICES

Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

The Administrative Services Agreement is amended on January 1, 2017 as noted below.

Section I Behavioral Health Solutions -- Mental Health and Substance Abuse Services in Exhibit A is amended by the addition of the following:

Service	Comments
Enhanced Autism Program	

The Administrative Services Agreement is amended on February 1, 2017 as noted below.

Section H Care Management and Outreach Services in Exhibit A is amended by the addition of the following:

Service	Comments
Obesity and Diabetes Prevention Services, customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.	Services are delivered by United Network Providers. At the Customer's request, United can direct bill for these services

This language replaces and supersedes any references in the Agreement to the Virtual Diabetes Prevention Program or vDPP, including related fees.

The Administrative Services Agreement is amended on January 1, 2018 as noted below.

Section 5 Benefit Determinations and Appeals is amended by the addition of the following:

Section 5.3 Catastrophic Events: During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs United to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application

of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level) , (c) extension of time frames for timely claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

Section D eServices Customer Reporting Services of Exhibit A – Services, is amended to include the following:

Service	Comments
Interface with third party stop loss vendor. United provides claim statistical reports, designed to meet the requirements of most insurers, to support Customer's filing of Individual Stop Loss (ISL) claims. The report includes the total dollars paid for any claimant exceeding 50 percent of the Individual Stop Loss (ISL) threshold for policy year to date claims paid through the end of the previous month.	Customer and its third party stop loss carrier must execute United's standard nondisclosure and indemnification agreement prior to United's providing any of the information. Customer understands that it is its responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.

EXHIBIT B

Contract Number: 43289
The following financial terms are effective for the period January 1, 2016 through December 31, 2019:

The Standard Medical Service Fees are the sum of the following:

The Standard Medical Service Fees are as stated below. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan. The Standard Medical Fees are based upon an estimated minimum of 823for 2016, 819 for 2017 enrolled Employees, 847 for 2018 enrolled Employees and 860 for 2019 enrolled Employees.

- $55.28 per Employee per month covered under the Plan.
- Average Contract Size: 2.41

The following financial terms are effective for the period January 1, 2017 through December 31, 2017.

- $56.11 per Employee per month covered under the Plan.
- Average Contract Size: 2.35

The following financial terms are effective for the period January 1, 2018 through December 31, 2018.

- $58.24 per Employee per month covered under the Plan.
- Average Contract Size: 2.37

Effective January 1, 2019 through December 31, 2019:

- $58.24 per Employee per month covered under the Plan.
- Average Contract Size: 2.34

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to 35% of the Savings **Effective Janauary 1, 2019:** The savings used to calculate the fee per individual claim for Shared Savings will not exceed $50,000. Accordingly, the fee per individual claim will not exceed 35% of $50,00. Obtained as a result of the Shared Savings Program. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by

	both the Participant and the Plan, after the discount is taken.
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of $500 will apply per review.

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. This credit is available during the period January 1, 2016 through December 31, 2016 If Customer terminates the Agreement prior to December 31, 2016, Customer will pay United a prorated portion of this credit. *The Wellness Allowance is included in the Standard Medical Service Fee.

*$10,000 Wellness Allowance in 2016

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. This credit is available during the period January 1, 2017 through December 31, 2017. If Customer terminates the Agreement prior to December 31, 2017, Customer will pay United a prorated portion of this credit. *The Wellness Allowance is included in the Standard Medical Service Fee.

*$10,000 Wellness Allowance in 2017

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. This credit is available during the period January 1, 2018 through December 31, 2018. If Customer terminates the Agreement prior to December 31, 2018, Customer will pay United a prorated portion of this credit. *The Wellness Allowance is included in the Standard Medical Service Fee.

*$15,000 Wellness Allowance in 2018

Wellness Allowance: $20,000 in 2019

AFFIDAVIT OF NON COLLUSION

STATE OF ____OH_____
COUNTY OF ____Hamilton_____

I, _Kurt Lewis_____, holding the title and position of __Health Plan CEO_____ at the firm ____UnitedHealthcare_____, 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 18th day of July 20 20

(Notary Public),

Hamilton County.

JAN BUELL
Notary Public, State of Ohio
Butler County
My Comm. Expires 10/2022

My commission expires October 31 20 22

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0985 *Adopted Date* July 30, 2019

ACCEPT 2019 SUMMARY PLAN DESCRIPTION WITH UNITED HEALTHCARE RELATIVE TO THE WARREN COUNTY MEDICAL PLAN

WHEREAS, from time to time a thorough review of the healthcare documents is needed to ensure compliance with regulations, general grammatical correction and language clarification, and to ensure approved updates to the plan provisions have been added; and

NOW THEREFORE BE IT RESOLVED, to accept the 2019 Summary Plan Description relative to the "Base" and "Buy-Up" medical plan administered by United Healthcare; Summary Plan Description attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

HR/

cc: c/a—United Healthcare
Horan Assoc
Tammy Whitaker, OMB
Benefit File

Summary Plan Description

Warren County Board of Commissioners
Choice Plus Buy-Up Plan

Effective: January 1, 2019
Group Number: 743289

UnitedHealthcare®
A UnitedHealth Group Company

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 Deductible[1]		
■ Individual	$1,500	$3,000
■ Family (cumulative Annual Deductible[2])	$3,000	$6,000
Annual Out-of-Pocket Maximum[1]		
■ Individual	$3,400	$11,900
■ Family (cumulative Out-of-Pocket Maximum[3])	$6,800	$23,800
Lifetime Maximum Benefit[4] 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	

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

[2]The 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.

[3]The 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.

[4]Generally 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.

Summary Plan Description

Warren County Board of Commissioners
Choice Plus Base Plan

Effective: January 1, 2019
Group Number: 743289

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SECTION 1 - WELCOME

Quick Reference Box

- Member services, claim inquiries, Personal Health Support and Mental Health/Substance Related and Addictive Disorders Administrator: (877) 468 0980;
- Claims submittal address: UnitedHealthcare Claims, P.O. Box 30555, Salt Lake City, UT 84130 0555; and
- Online assistance: www.myuhc.com.

Warren County Board of Commissioners is pleased to provide you with this Summary Plan Description (SPD), which describes the health Benefits available to you and your covered family members. It includes summaries of:

- who is eligible;
- services that are covered, called Covered Health Services;
- services that are not covered, called Exclusions;
- how Benefits are paid; and
- your rights and responsibilities under the Plan.

IMPORTANT

The healthcare service, supply or Pharmaceutical Product is only a Covered Health Service if it is Medically Necessary. (See definitions of Medically Necessary and Covered Health Service in Section 14, *Glossary*.) The fact that a Physician or other provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a Sickness, Injury, Mental Illness, substance related and addictive disorders, disease or its symptoms does not mean that the procedure or treatment is a Covered Health Service under the Plan.

Warren County Board of Commissioners intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice. This SPD is not to be construed as a contract of or for employment. If there should be an inconsistency between the contents of this summary and the contents of the Plan, your rights shall be determined under the Plan and not under this summary.

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 the back of your ID card.

How To Use This SPD

- Read the entire SPD and share it with your family. Then keep it in a safe place for future reference.
- Many of the sections of this SPD are related to other sections. You may not have all the information you need by reading just one section.
- You can request copies of your SPD and any future amendments by contacting Office of Management & Budget.
- Capitalized words in the SPD have special meanings and are defined in Section 14, *Glossary*.
- If eligible for coverage, the words "you" and "your" refer to Covered Persons as defined in Section 14, *Glossary*.
- Warren County Board of Commissioners is also referred to as Company.
- If there is a conflict between this SPD and any benefit summaries (other than Summaries of Material Modifications) provided to you, this SPD will control.

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 DEFINEDIN 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.

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.

- your or your Spouse's child who is under age 26, including a natural child, stepchild, a legally adopted child, a child placed for adoption or a child for whom you or your Spouse are the legal guardian; or

- an unmarried child who attains age 26 while covered on the plan and is disabled and dependent upon you

- your unmarried child who is mentally or physically incapable of earning their own living, and who otherwise ceases to be eligible for coverage due to the attainment of the limiting age, may continue to be eligible under this Plan for the duration of the incapacity, provided the child remains unmarried, qualifies as a dependent exemption under IRS, and the Plan does not terminate for any other reason. In order for benefits to be extended past the limiting age, proof of disability and dependency must be submitted to the Plan within 30 days of the disabled dependent reaching age 26. During the first two years the Plan may, at reasonable intervals, require proof of continued incapacity and dependency. After the two-year period, subsequent proof will not be required more than once a year. If you fail to submit any required proof, or refuse to permit medical examination of your child, he/she will be considered to be no longer handicapped.

To be eligible for coverage under the Plan, a Dependent must reside within the United States.

Note: Your Dependents may not enroll in the Plan unless you are also enrolled. In addition, if you and your Spouse are both covered under the Plan, you may each be enrolled as a Participant or be covered as a Dependent of the other person, but not both. In addition, if you and your Spouse are both covered under the Plan, only one parent may enroll your child as a Dependent.

A Dependent also includes a child for whom health care coverage is required through a Qualified Medical Child Support Order or other court or administrative order, as described in Section 13, *Other Important Information.*

Cost of Coverage

You and Warren County Board of Commissioners share in the cost of the Plan. Your contribution amount depends on the Plan you select and the family members you choose to enroll.

Your contributions are deducted from your paychecks on a before-tax basis. Before-tax dollars come out of your pay before federal income and Social Security taxes are withheld - and in most states, before state and local taxes are withheld. This gives your contributions a special tax advantage and lowers the actual cost to you.

Your contributions are subject to review and Warren County Board of Commissioners reserves the right to change your contribution amount from time to time.

You can obtain current contribution rates by calling Office of Management & Budget.

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.

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.

Changing Your Coverage

You may make coverage changes during the year only if you experience a change in family status. The change in coverage must be consistent with the change in status (e.g., you cover your Spouse following your marriage, your child following an adoption, etc.). The following are considered family status changes for purposes of the Plan:

- your marriage, divorce, legal separation or annulment;
- the birth, adoption, placement for adoption or legal guardianship of a child;

- a change in your Spouse's employment or involuntary loss of health coverage (other than coverage under the Medicare or Medicaid programs) under another employer's plan;
- loss of coverage due to the exhaustion of another employer's COBRA benefits, provided you were paying for premiums on a timely basis;
- the death of a Dependent;
- your Dependent child no longer qualifying as an eligible Dependent;
- a change in your or your Spouse's position or work schedule that impacts eligibility for health coverage;
- contributions were no longer paid by the employer (This is true even if you or your eligible Dependent continues to receive coverage under the prior plan and to pay the amounts previously paid by the employer);
- you or your eligible Dependent who were enrolled in an HMO no longer live or work in that HMO's service area and no other benefit option is available to you or your eligible Dependent;
- benefits are no longer offered by the Plan to a class of individuals that include you or your eligible Dependent;
- termination of your or your Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility (you must contact Office of Management & Budget within 60 days of termination);
- you or your Dependent become eligible for a premium assistance subsidy under Medicaid or CHIP (you must contact Office of Management & Budget within 60 days of determination of subsidy eligibility);
- a strike or lockout involving you or your Spouse; or
- a court or administrative order.

Unless otherwise noted above, if you wish to change your elections, you must contact Office of Management & Budget within 30 days of the change in family status. Otherwise, you will need to wait until the next annual Open Enrollment.

While some of these changes in status are similar to qualifying events under COBRA, you, or your eligible Dependent, do not need to elect COBRA continuation coverage to take advantage of the special enrollment rights listed above. These will also be available to you or your eligible Dependent if COBRA is elected.

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.

SECTION 3 - HOW THE PLAN WORKS

What this section includes:

- Accessing Benefits;
- Eligible Expenses;
- Annual Deductible;
- Coinsurance; and
- Out-of-Pocket Maximum.

Accessing Benefits

As a participant in this Plan, you have the freedom to choose the Physician or health care professional you prefer each time you need to receive Covered Health Services. The choices you make affect the amounts you pay, as well as the level of Benefits you receive and any benefit limitations that may apply.

You are eligible for the Network level of Benefits under this Plan when you receive Covered Health Services from Physicians and other health care professionals who have contracted with UnitedHealthcare to provide those services. For facility services, these are Benefits for Covered Health Services that are provided at a Network facility under the direction of either a Network or non-Network Physician or other provider. Network Benefits include Physician services provided in a Network facility by a Network or a non-Network anesthesiologist, Emergency room Physician, consulting Physician, pathologist and radiologist. Emergency Health Services are always paid as Network Benefits.

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.

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.

Looking for a Network Provider?
In addition to other helpful information, **www.myuhc.com**, UnitedHealthcare's consumer website, contains a directory of health care professionals and facilities in UnitedHealthcare's Network. While Network status may change from time to time, **www.myuhc.com** has the most current source of Network information. Use **www.myuhc.com** to search for Physicians available in your Plan.

Network Providers

UnitedHealthcare or its affiliates arrange for health care providers to participate in a Network. At your request, UnitedHealthcare will send you a directory of Network providers free of charge. Keep in mind, a provider's Network status may change. To verify a provider's status or request a provider directory, you can call UnitedHealthcare at the toll-free number on your ID card or log onto **www.myuhc.com**.

Network providers are independent practitioners and are not employees of Warren County Board of Commissioners or UnitedHealthcare.

UnitedHealthcare's credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided.

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 UnitedHealthcare the 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 UnitedHealthcare determines that UnitedHealthcare will pay for Benefits. For Network Benefits, you are not responsible for any difference between Eligible Expenses and the amount the provider bills. For Network Benefits for Covered Health Services provided by a non-Network provider (other than Emergency Health Services or services otherwise arranged by UnitedHealthcare), you will be responsible to the non-Network Physician or provider for any amount billed that is greater than the amount UnitedHealthcare determines to be an Eligible Expense as described below. For Non-

Network Benefits, you are responsible for paying, directly to the non-Network provider, any difference between the amount the provider bills you and the amount UnitedHealthcare will pay for Eligible Expenses. Eligible Expenses are determined solely in accordance with UnitedHealthcare's reimbursement policy guidelines, as described in the SPD.

For Network Benefits, Eligible Expenses are based on the following:

- When Covered Health Services are received from a Network provider, Eligible Expenses are UnitedHealthcare's contracted fee(s) with that provider.

- When Covered Health Services are received from a non-Network provider as a result of an Emergency or as arranged by UnitedHealthcare, Eligible Expenses are an amount negotiated by UnitedHealthcare or an amount permitted by law. Please contact UnitedHealthcare if you are billed for amounts in excess of your applicable Coinsurance, Copayment or any deductible. The Plan will not pay excessive charges or amounts you are not legally obligated to pay.

- When Covered Health Services are received from a non-Network provider as a result of an Emergency or as arranged by UnitedHealthcare, Eligible Expenses are billed charges unless a lower amount is negotiated or authorized by law.

For Non-Network Benefits, Eligible Expenses are based on either of the following:

- When Covered Health Services are received from a non-Network provider, Eligible Expenses are determined, based on:
  - Negotiated rates agreed to by the non-Network provider and either UnitedHealthcare or one of UnitedHealthcare's vendors, affiliates or subcontractors, at UnitedHealthcare's discretion.
  - If rates have not been negotiated, then one of the following amounts:
- Eligible Expenses are determined based on 110% of the published rates allowed by the *Centers for Medicare and Medicaid Services (CMS)* for Medicare for the same or similar service within the geographic market , with the exception of the following:
  - 50% of *CMS* for the same or similar laboratory service.
  - 45% of *CMS* for the same or similar Durable Medical Equipment, or CMS competitive bid rates.
    - When a rate is not published by *CMS* for the service, UnitedHealthcare uses an available gap methodology to determine a rate for the service as follows:
      - For services other than Pharmaceutical Products, UnitedHealthcare uses a gap methodology established by *OptumInsight* and/or a third party vendor that uses a relative value scale. The relative value scale is usually based on the difficulty, time, work, risk and resources of the service. If the relative value scale(s) currently in use become no longer available, UnitedHealthcare will use a comparable scale(s). 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 gap fill relative value scale information.

- For Pharmaceutical Products, UnitedHealthcare uses gap methodologies that are similar to the pricing methodology used by *CMS*, and produce fees based on published acquisition costs or average wholesale price for the pharmaceuticals. These methodologies are currently created by *RJ Health Systems*, *Thomson Reuters* (published in its *Red Book*), or *UnitedHealthcare* based on an internally developed pharmaceutical pricing resource.
- When a rate is not published by *CMS* for the service and a gap methodology does not apply to the service, the Eligible Expense is based on 50% of the provider's billed charge.

♦ For Mental Health Services and Substance-Related and Addictive Disorders Services the Eligible Expense will be reduced by 25% for Covered Health Services provided by a psychologist and by 35% for Covered Health Services provided by a masters level counselor.

UnitedHealthcare 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.

■ When Covered Health Services are received from a Network provider, Eligible Expenses are UnitedHealthcare's contracted fee(s) with that provider.

Don't Forget Your ID Card

Remember to show your UnitedHealthcare ID card every time you receive health care services from a provider. If you do not show your ID card, a provider has no way of knowing that you are enrolled under the Plan.

Annual Deductible

The Annual Deductible is the amount of Eligible Expenses 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.

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 the Network individual and family Out-of-Pocket Maximums and the non-Network individual and family Out-of-Pocket Maximums.

The following table identifies what does and does not apply toward your Network and non-Network Out-of-Pocket Maximums:

Plan Features	Applies to the Network Out-of-Pocket Maximum?	Applies to the Non-Network Out-of-Pocket Maximum?
Payments toward the Annual Deductible	Yes	Yes
Coinsurance Payments	Yes	Yes
Charges for non-Covered Health Services	No	No
The amounts of any reductions in Benefits you incur by not obtaining prior authorization as required.	No	No
Charges that exceed Eligible Expenses	No	No

SECTION 4 - PERSONAL HEALTH SUPPORT AND PRIOR AUTHORIZATION

What this section includes:

- An overview of the Personal Health Support program, and
- A 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** - Nurse Advocates are available to help you prepare for a successful surgical admission and recovery. Call the number on the back of your ID card for support.
- **Inpatient care management** - If you are hospitalized, a 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.

- **Risk Management** - Designed for participants with certain chronic or complex conditions, this program addresses such health care needs as access to medical specialists, medication information, and coordination of equipment and supplies. Participants may receive a phone call from a Personal Health Support Nurse to discuss and share important health care information related to the participant's specific chronic or complex condition.

If you do not receive a call from a Personal Health Support Nurse but feel you could benefit from any of these programs, please call the toll-free number on your ID card.

Prior Authorization

United Healthcare requires prior authorization for certain Covered Health Services. In general, your Network Primary Physician and other Network providers are responsible for obtaining prior authorization before they provide these services to you. There are some Benefits, however, for which you are responsible for obtaining prior authorization. For detailed information on the Covered Health Services that require prior authorization, please refer to Section 6, *Additional Coverage Details*.

It is recommended that you confirm with the Claims Administrator that all Covered Health Services listed below have been prior authorized as required. Before receiving these services from a Network provider, you may want to contact the Claims Administrator to verify that the Hospital, Physician and other providers are Network providers and that they have obtained the required prior authorization. Network facilities and Network providers cannot bill you for services they fail to prior authorize as required. You can contact the Claims Administrator by calling the number on the back of your ID card.

When you choose to receive certain Covered Health Services from non-Network providers, you are responsible for obtaining prior authorization before you receive these services. Note that your obligation to obtain prior authorization is also applicable when a non-Network provider intends to admit you to a Network facility or refers you to other Network providers.

To obtain prior authorization, call the number on the back of your ID card. This call starts the utilization review process. Once you have obtained the authorization, please review it carefully so that you understand what services have been authorized and what providers are authorized to deliver the services that are subject to the authorization.

The utilization review process is a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures or settings. Such techniques may include ambulatory review, prospective review, second opinion, certification, concurrent review, case management, discharge planning, retrospective review or similar programs.

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

Network providers are generally responsible for obtaining prior authorization from the Claims Administrator before they provide certain services to you. However, there are some Network Benefits for which you are responsible for obtaining prior authorization from the Claims Administrator.

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.

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 Deductible[1,2]		
■ Individual	$2,700	$5,200
■ Family	$5,400	$10,400
Annual Out-of-Pocket Maximum[1,3]		
■ Individual	$5,950	$11,900
■ Family	$11,900	$23,800
Lifetime Maximum Benefit[4] 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	

[1]The Annual Deductible applies toward the Out-of-Pocket Maximum for all Covered Health Services.[2]An 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.

[3]An 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.

[4]Generally 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.

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

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
Ambulance Services		
■ Emergency Ambulance	90% after you meet the Annual Deductible	90% after you meet the Annual Deductible
■ Non-Emergency Ambulance	90% after you meet the Annual Deductible	90% after you meet the Annual Deductible
Cancer Resource Services (CRS)[2]		
■ Hospital Inpatient Stay	90% after you meet the Annual Deductible	90% after you meet the Annual Deductible
Cellular and Gene Therapy Services must be received at a Designated Provider.	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.	Non-Network Benefits are not available.
Clinical Trials	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.	
Congenital Heart Disease (CHD) Surgeries ■ 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

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan	
	Network	Non-Network
Diabetes Services Diabetes Self-Management and Training/ Diabetic Eye Examinations/Foot Care	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.	
■ insulin pumps ■ diabetes supplies See *Durable Medical Equipment* in Section 6, *Additional Coverage Details*, for limits	Benefits for diabetes equipment will be the same as those stated under *Durable Medical Equipment* in this section.	
Durable Medical Equipment (DME) See Section 6, *Additional Coverage Details*, for limits.	90% after you meet the Annual Deductible	70% 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. The Benefits for an Inpatient Stay in a Hospital will apply instead.	75% after you meet the Annual Deductible	
Hearing Aids See Section 6, *Additional Coverage Details*, for limits.	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Home Health Care Up to 60 visits per calendar year	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	70% after you meet

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan	
	Network	Non-Network
	the Annual Deductible	the Annual Deductible
Kidney Resource Services (KRS) (These Benefits are for Covered Health Services provided through KRS only)	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
Lab, X-Ray and Diagnostics - Outpatient ■ Non-Preventive Mammography	90% after you meet the Annual Deductible 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 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 ■ 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 ■ 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

Covered Health Services[1]	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
Obesity Surgery		
■ Physician's Office Services	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
■ Physician Fees for Surgical and Medical Services	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
■ Hospital - Inpatient Stay See Section 6, *Additional Coverage Details* for limits	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Ostomy Supplies	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Pharmaceutical Products - Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Physician Fees for Surgical and Medical Services	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Physician's Office Services - Sickness and Injury	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Pregnancy - Maternity Services		
■ Preventive Care	100%	70% after you meet the Annual Deductible
■ Physician's Office Services	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
■ Physician Fees for Surgical and	90% after you meet	70% after you meet

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
Medical Services 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.	the Annual Deductible	the Annual Deductible
Preventive Care Services		
■ Physician Office Services	100%	70% after you meet the Annual Deductible
■ Lab, X-ray or Other Preventive Tests	100%	70% after you meet the Annual Deductible
■ Breast Pumps	100%	70% after you meet the Annual Deductible
Prosthetic Devices	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Reconstructive Procedures		
■ Physician's Office Services	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% and after you meet the Annual Deductible
■ Physician Fees for Surgical and Medical Services	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
■ Prosthetic Devices	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
■ Surgery - Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Rehabilitation Services - Outpatient	90% after you meet	70% after you meet

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
Therapy and Manipulative Treatment See Section 6, Additional Coverage Details, for visit limits	the Annual Deductible	the Annual Deductible
Scopic Procedures - Outpatient Diagnostic and Therapeutic	90% and after you meet the Annual Deductible	70% after you meet the Annual Deductible
Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Up to 90 days per calendar year	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Substance-Related and Addictive Disorders Services		
■ Inpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
■ Outpatient	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
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.	
Travel and Lodging	For patient and companion(s) of patient	

Covered Health Services	Percentage of Eligible Expenses Payable by the Plan:	
	Network	Non-Network
(If services rendered by a Designated Provider)	undergoing transplant procedures.	
Urgent Care Center Services	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible
Virtual Visits Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Network	90% after you meet the Annual Deductible	Non-Network Benefits are not available.
Provider by going to www.myuhc.com or by calling the telephone number on your ID card.		
Wigs Unlimited coverage with diagnosis of chemotherapy	90% after you meet the Annual Deductible	70% after you meet the Annual Deductible

[1]Please obtain prior authorization from the Claims Administrator before receiving Covered Health Services, as described in Section 6, *Additional Coverage Details.*

[2]These Benefits are for Covered Health Services provided through CRS at a Designated Provider. For oncology services not provided through CRS, the Plan pays Benefits as described under *Physician's Office Services, Physician Fees for Surgical and Medical Services, Hospital - Inpatient Stay, Surgery - Outpatient, Scopic Procedures - Outpatient Diagnostic and Therapeutic* Lab, *X-Ray and Diagnostics – Outpatient,* and *Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine – Outpatient.*

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.*

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 air 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.

Prior Authorization Requirement

In most cases, the Claims Administrator will initiate and direct non-Emergency ambulance transportation. If you are requesting non-Emergency ambulance services, please remember that you must obtain prior authorization as soon as possible prior to transport. If you fail to obtain prior authorization from the Claims Administrator, Benefits will be subject to a $250 reduction.

Cancer Resource Services (CRS)

The Plan pays Benefits for oncology services provided by Designated Providers participating in the Cancer Resource Services (CRS) program. Designated Provider is defined in Section 14, *Glossary.*

For oncology services and supplies to be considered Covered Health Services, they must be provided to treat a condition that has a primary or suspected diagnosis relating to cancer. If you or a covered Dependent has cancer, you may:

- be referred to CRS by a Personal Health Support Nurse;
- call CRS toll-free at (866) 936-6002; or
- visit www.myoptumhealthcomplexmedical.com.

To receive Benefits for a cancer-related treatment, you are not required to visit a Designated Provider. If you receive oncology services from a facility that is not a Designated rpvoder, 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.*

To receive Benefits under the CRS program, you must contact CRS prior to obtaining Covered Health Services. The Plan will only pay Benefits under the CRS program if CRS provides the proper notification to the Designated Provider performing the services (even if you self-refer to a provider in that Network).

Cellular and Gene Therapy

Cellular Therapy and Gene Therapy received on an inpatient or outpatient basis at a Hospital or on an outpatient basis at an Alternate Facility or in a Physician's office.

Benefits for CAR-T therapy for malignancies are provided as described under *Transplantation Services.*

Prior Authorization Requirement
For Network Benefits you must obtain prior authorization from the Claims Administrator as soon as the possibility of a Cellular or Gene Therapy arises. If you do not obtain prior authorization and if, as a result, the services are not received from a Designated Provider, Network Benefits will not be paid.

Clinical Trials

Benefits are available for routine patient care costs incurred during participation in a qualifying clinical trial for the treatment of:

- cancer or other life-threatening disease or condition. For purposes of this benefit, a life-threatening disease or condition is one from which the likelihood of death is probable unless the course of the disease or condition is interrupted;
- cardiovascular disease (cardiac/stroke) which is not life threatening, for which, as UnitedHealthcare determines, a clinical trial meets the qualifying clinical trial criteria stated below;
- surgical musculoskeletal disorders of the spine, hip and knees, which are not life threatening, for which, as UnitedHealthcare determines, a clinical trial meets the qualifying clinical trial criteria stated below; and
- other diseases or disorders which are not life threatening for which, as UnitedHealthcare determines, a clinical trial meets the qualifying clinical trial criteria stated below.

Benefits include the reasonable and necessary items and services used to prevent, diagnose and treat complications arising from participation in a qualifying clinical trial.

Benefits are available only when the Covered Person is clinically eligible for participation in the qualifying clinical trial as defined by the researcher.

- Routine patient care costs for qualifying clinical trials include:
- Covered Health Services for which Benefits are typically provided absent a clinical trial;
- Covered Health Services required solely for the provision of the investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and
- 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:

    - comparable to the system of peer review of studies and investigations used by the *National Institutes of Health*; and
    - ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.

- the study or investigation is conducted under an investigational new drug application reviewed by the *U.S. Food and Drug Administration;*

- the study or investigation is a drug trial that is exempt from having such an investigational new drug application;
- the clinical trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (*IRBs*) before participants are enrolled in the trial. UnitedHealthcare may, at any time, request documentation about the trial; or
- the subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Health Service and is not otherwise excluded under the Plan.

Prior Authorization Requirement
You must obtain prior authorization from the Claims Administrator as soon as the possibility of participation in a Clinical Trial arises.

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

Congenital Heart Disease (CHD) Surgeries

The Plan pays Benefits for Congenital Heart Disease (CHD) services ordered by a Physician and received at a CHD Resource Services program. Benefits include the facility charge and the charge for supplies and equipment. Benefits are available for the following CHD services:

- outpatient diagnostic testing;
- evaluation;
- surgical interventions;
- interventional cardiac catheterizations (insertion of a tubular device in the heart);
- fetal echocardiograms (examination, measurement and diagnosis of the heart using ultrasound technology); and
- approved fetal interventions.

CHD services other than those listed above are excluded from coverage, unless determined by United Resource Networks or Personal Health Support to be proven procedures for the involved diagnoses. Contact United Resource Networks at (888) 936-7246 or Personal Health Support at the toll-free number on your ID card for information about CHD services.

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 Covered Health Services required to be received from a Designated Provider, you must obtain prior authorization from the Claims Administrator as soon as the possibility of a Congenital Heart Disease (CHD) surgery arises. If you do not obtain prior authorization and if, as a result, the CHD services are not received from a Designated Provider, Network Benefits will not be paid. Non-Network Benefits will apply.

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

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.

Dental services for final treatment to repair the damage caused by accidental Injury must be started within three months of the accident, or if not a Covered Person at the time of the accident, within the first three months of coverage under the Plan, unless extenuating circumstances exist (such as prolonged hospitalization or the presence of fixation wires from fracture care) and completed within 12 months of the accident, or if not a Covered Person at the time of the accident, within the first 12 months of coverage under the Plan.

The Plan pays for treatment of accidental Injury only for:

- emergency examination;
- necessary diagnostic x-rays;
- endodontic (root canal) treatment;
- temporary splinting of teeth;
- prefabricated post and core;
- simple minimal restorative procedures (fillings);
- extractions;
- post-traumatic crowns if such are the only clinically acceptable treatment; and
- replacement of lost teeth due to the Injury by implant, dentures or bridges.

The Plan pays for the treatment of congenitally missing (when the cells responsible for the formation of the tooth are absent from birth), malpositioned or supernumerary (extra) teeth, even if part of a Congenital Anomaly such as cleft lip or cleft palate.

Diabetes Services

The Plan pays Benefits for the Covered Health Services identified below.

Diabetes Self-Management and Training/Diabetic Eye Exams/Foot Care

Outpatient self-management training for the treatment of diabetes, education and medical nutrition therapy services. Services must be ordered by a Physician and provided by appropriately licensed or registered health care professionals.

Benefits also include medical eye exams (dilated retinal exams) and preventive foot care for diabetes.

Diabetic Self-Management Items

Insulin pumps and supplies for the management and treatment of diabetes, based upon your medical needs include:

- Insulin pumps that are subject to all the conditions of coverage stated under Durable Medical Equipment (DME).
- Blood glucose meters including continuous glucose monitors.
- Insulin syringes with needles.
- Blood glucose and urine test strips.

- Ketone test strips and tablets.
- Lancets and lancet devices.

Prior Authorization Requirement
For Non-Network Benefits you must obtain prior authorization from the Claims Administrator 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:

- Theractec Pneumatic Cervical Traction Unit
- equipment to administer oxygen;
- equipment to assist mobility, such as a standard wheelchair;
- Hospital beds;
- delivery pumps for tube feedings;
- negative pressure wound therapy pumps (wound vacuums);
- burn garments;
- cranial banding
- 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. Braces that stabilize an injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are orthotic devices and are excluded from coverage. Dental braces are also excluded from coverage; and

- equipment for the treatment of chronic or acute respiratory failure or conditions.

The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME.

Benefits also include speech aid devices and tracheo-esophageal voice devices required for treatment of severe speech impediment or lack of speech directly attributed to Sickness or Injury. Benefits for the purchase of speech aid devices and tracheo-esophageal voice devices are available only after completing a required three-month rental period. Benefits are limited as stated below.

Note: DME is different from prosthetic devices – see *Prosthetic Devices* in this section.

Benefits for speech aid devices and tracheo-esophageal voice devices are limited to the purchase of one device during the entire period of time a Covered Person is enrolled under the Plan.

Benefits are provided for the repair/replacement of a type of Durable Medical Equipment once every three calendar years.

At UnitedHealthcare's discretion, replacements are covered for damage beyond repair with normal wear and tear, when repair costs exceed new purchase price, or when a change in the Covered Person's medical condition occurs sooner than the three year timeframe. Repairs, including the replacement of essential accessories, such as hoses, tubes, mouth pieces, etc., for necessary DME are only covered when required to make the item/device serviceable and the estimated repair expense does not exceed the cost of purchasing or renting another item/device. Requests for repairs may be made at anytime and are not subject to the three year timeline for replacement.

Prior Authorization Requirement

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator before obtaining any DME or orthotic 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.

Emergency Health Services - Outpatient

The Plan's Emergency services Benefit pays for outpatient treatment at a Hospital or Alternate Facility when required to stabilize a patient or initiate treatment.

Network Benefits will be paid for an Emergency admission to a non-Network Hospital as long as Personal Health Support is notified within one business day of the admission or on the same day of admission if reasonably possible after you are admitted to a non-Network Hospital. If you continue your stay in a non-Network Hospital after the date your Physician determines that it is medically appropriate to transfer you to a Network Hospital, Non-Network Benefits will apply.

Benefits under this section are not available for services to treat a condition that does not meet the definition of an Emergency.

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.

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.

Benefits do not include bone anchored hearing aids. Bone anchored hearing aids are a Covered Health Service for which Benefits are available under the applicable medical/surgical Covered Health Services categories in this section only for Covered Persons who have either of the following:

- Craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid.
- Hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid.

Any combination of Network Benefits and Non-Network Benefits is limited to $2,500 per ear per calendar year. This would be a maximum of $5,000 per calendar year ($2,500 per ear).

Benefits are limited to a single purchase (including repair/replacement) per hearing impaired ear every 3 calendar years.

Home Health Care

Covered Health Services are services that a Home Health Agency provides if you need care in your home due to the nature of your condition. Services must be:

- ordered by a Physician;
- provided by or supervised by a registered nurse in your home, or provided by either a home health aide or licensed practical nurse and supervised by a registered nurse;
- not considered Custodial Care, as defined in Section 14, *Glossary*; and
- provided on a part-time, Intermittent Care schedule when Skilled Care is required. Refer to Section 14, *Glossary* for the definition of Skilled Care.

Personal Health Support will decide if Skilled Care is needed 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.

Any combination of Network Benefits and Non-Network Benefits is limited to 60 visits per calendar year. One visit equals four hours of Skilled Care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

Prior Authorization Requirement
For Non-Network Benefits you must obtain prior authorization from the Claims Administrator five business days before receiving services or as soon as is reasonably possible. If you fail to obtain prior authorization as required, Benefits will be subject to a $250 reduction.

Hospice Care

Hospice care is an integrated program recommended by a Physician which provides comfort and support services for the terminally ill. Hospice care can be provided on an inpatient or outpatient basis and includes physical, psychological, social, spiritual and respite care for the terminally ill person, and short-term grief counseling for immediate family members while the Covered Person is receiving hospice care. Benefits are available only when hospice care is received from a licensed hospice agency, which can include a Hospital.

Prior Authorization Requirement
For Non-Network Benefits you must obtain prior authorization from the Claims Administrator 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.

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, Scopic 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.

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 procedures to correct a functional or diseased condition, when under the direction of a Physician.

Kidney Resource Services (KRS)

The Plan pays Benefits for Comprehensive Kidney Solution (CKS) that covers both chronic kidney disease and End Stage Renal Disease (ESRD) disease provided by Designated Providers participating in the Kidney Resource Services (KRS) program. Designated Provider is defined in Section 14, *Glossary.*

In order to receive Benefits under this program, KRS must provide the proper notification to the Network provider performing the services. This is true even if you self refer to a Network provider participating in the program. Notification is required:

- prior to vascular access placement for dialysis; and
- prior to any ESRD services.

You or a covered Dependent may:

- be referred to KRS by Personal Health Support; or
- call KRS toll-free at (888) 936-7246 and select the KRS prompt.

To receive Benefits related to ESRD and chronic kidney disease, you are not required to visit a Designated Provider. If you receive 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.*

To receive Benefits under the KRS program, you must contact KRS prior to obtaining Covered Health Services. The Plan will only pay Benefits under the KRS program if KRS provides the proper notification to the Designated Provider performing the services (even if you self-refer to a provider in that Network).

Lab, X-Ray and Diagnostics - Outpatient

Services for Sickness and Injury-related diagnostic purposes, received on an outpatient basis at a Hospital or Alternate Facility include:

- lab and radiology/x-ray; and
- mammography.

The first mammogram in a calendar year for eligible members regardless of age will be covered at 100% of eligible expenses whether preventive or diagnostic INN. Subsequent diagnostic mammograms will be subject to deductible and coinsurance.

Benefits include:

- The facility charge and the charge for supplies and equipment.
- Physician services for radiologists, anesthesiologists and pathologists. (Benefits for other Physician services are described under Physician Fees for Surgical and Medical Services.)
- Presumptive Drug Tests and Definitive Drug Tests.

When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services - Sickness and Injury.*

Any combination of Network Benefits and Non-Network Benefits are limited to 18 Presumptive Drug Tests per calendar year.

Any combination of Network Benefits and Non-Network Benefits are limited to 18 Definitive Drug Tests per calendar year.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services.* Lab, X-ray and diagnostic services for preventive care are described under *Preventive Care Services* in this section. CT scans, PET scans, MRI, MRA, nuclear medicine and major diagnostic services are described under *Lab, X-Ray and Major Diagnostics - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient* in this section.

Prior Authorization Requirement
For Non-Network Benefits for sleep studies, you must obtain prior authorization from the Claims Administrator five business days before scheduled services are received. If you fail to obtain prior authorization as required, Benefits will be subject to a $250 reduction.

Lab, X-Ray and Major Diagnostics - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient

Services for CT scans, PET scans, MRI, MRA, nuclear medicine, and major diagnostic services received on an outpatient basis at a Hospital or Alternate Facility.

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.

Benefits include the following levels of care:

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

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 all levels of care.

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

Prior Authorization Requirement

For Non-Network Benefits for:

- A scheduled admission for Mental Health Services (including Partial Hospitalization/ Day Treatment and 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: Intensive Outpatient Treatment programs; outpatient electro convulsive treatment; psychological testing; transcranial magnetic stimulation; extended outpatient treatment visits beyond 45-50 minutes in duration, with or without medication management.

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.

Neurobiological Disorders - Autism Spectrum Disorder Services

The Plan pays Benefits for behavioral services for Autism Spectrum Disorder including Intensive Behavioral Therapies such as Applied Behavior Analysis (ABA) that are the following:

- Focused on the treatment of core deficits of Autism Spectrum Disorder.
- Provided by a Board Certified Applied Behavior Analyst (BCBA) or other qualified provider under the appropriate supervision.
- Focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property and impairment in daily functioning.

These Benefits describe only the behavioral component of treatment for Autism Spectrum Disorder. Medical treatment of Autism Spectrum Disorder is a Covered Health Service for which Benefits are available under the applicable medical Covered Health Services categories as described in this section.

Benefits include the following levels of care:

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

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 all levels of care.

You are encouraged to contact the Mental Health/Substance-Related and Addictive Disorders Administrator for 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 Partial Hospitalization/Day Treatment and 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: Service requiring prior authorization: Intensive Outpatient Treatment programs; psychological testing; extended outpatient treatment visits beyond 45-50 minutes in duration, 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.

Some examples of such medical conditions include:

- coronary artery disease;
- congestive heart failure;
- severe obstructive airway disease;
- gout (a form of arthritis);
- renal failure;
- phenylketonuria (a genetic disorder diagnosed at infancy); and

- hyperlipidemia (excess of fatty substances in the blood).

Benefits are limited to three individual sessions in your lifetime for each medical condition. This limit applies to non-preventive nutritional counseling services only.

When nutritional counseling services are billed as a preventive care service, these services will be paid as described under *Preventive Care Services* in this section.

Obesity Surgery

The Plan covers surgical treatment of obesity provided by or under the direction of a Physician provided either of the following are true:

- you have a minimum Body Mass Index (BMI) of 40; or
- you have a minimum BMI of 35 with complicating co-morbidities (such as sleep apnea or diabetes) directly related to, or exacerbated by obesity.

Benefits are available for obesity surgery services that meet the definition of a Covered Health Service, as defined in Section 14, *Glossary*, and are not Experimental or Investigational or Unproven Services.

Any combination of Network Benefits and Non-Network Benefits is limited to $10,000 during the entire period you are covered under the Plan.

Prior Authorization Requirement

For Non-Network Benefits, you must obtain prior authorization from the Claims Administrator as soon as the possibility of obesity surgery arises.

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 provide notification 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.

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. Benefits for medication normally available by prescription or order or refill are provided as described under your Outpatient Prescription Drug Plan. Benefits under this section do not include medications for the treatment of infertility.

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, Benefits are not available for that Pharmaceutical Product.

Certain Pharmaceutical Products are subject to step therapy requirements. This means that in order to receive Benefits for such Pharmaceutical Products, you must use a different Pharmaceutical Product and/or prescription drug product first. You may find out whether a particular Pharmaceutical Product is subject to step therapy requirements by contacting UnitedHealthcare at www.myuhc.com or by calling the telephone number on your ID card.

UnitedHealthcare may have certain programs in which you may receive an enhanced or reduced Benefit based on your actions such as adherence/compliance to medication or treatment regimens and/or participation in health management programs. You may access information on these programs through the Internet at www.myuhc.com or by calling the number on your ID card.

Physician Fees for Surgical and Medical Services

The Plan pays Physician fees for surgical procedures and other medical care received from a Physician in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility, Alternate Facility, or for Physician house calls.

Physician's Office Services - Sickness and Injury

Benefits are paid by the Plan for Covered Health Services received in a Physician's office for the evaluation and treatment of a Sickness or Injury. Benefits are provided under this section regardless of whether the Physician's office is free-standing, located in a clinic or located in a Hospital. Benefits under this section include allergy injections.

Covered Health Services include genetic counseling. Benefits are available for Genetic Testing which is determined to be Medically Necessary following genetic counseling when ordered by the Physician and authorized in advance by UnitedHealthcare.

Benefits for preventive services are described under *Preventive Care Services* in this section.

When a test is performed or a sample is drawn in the Physician's office and then sent outside the Physician's office for analysis or testing, Benefits for lab, radiology/x-rays and other diagnostic services that are performed outside the Physician's office are described in *Lab, X-ray and Diagnostics - Outpatient.*

Please Note
Your Physician does not have a copy of your SPD, and is not responsible for knowing or communicating your Benefits.

Prior Authorization Requirement
For Non-Network Benefits you must obtain prior authorization from the Claims Administrator as soon as is reasonably possible before Genetic Testing - BRCA is performed. If you fail to obtain prior authorization as required, Benefits will be subject to a $250 reduction.

Pregnancy - Maternity Services

Benefits for Pregnancy will be paid at the same level as Benefits for any other condition, Sickness or Injury. This includes all maternity-related medical services for prenatal care, postnatal care, delivery, and any related complications.

The Plan will pay Benefits for an Inpatient Stay of at least:

- 48 hours for the mother and newborn child following a vaginal delivery; or
- 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 from the Claims Administrator 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 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
- with respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Preventive care Benefits defined under the Health Resources and Services Administration (HRSA) requirement include the cost of renting one breast pump per Pregnancy in conjunction with childbirth. Benefits for breast pumps also include the cost of purchasing one breast pump per Pregnancy in conjunction with childbirth. These Benefits are described under Section 5, *Plan Highlights,* under *Covered Health Services.*

If more than one breast pump can meet your needs, Benefits are available only for the most cost effective pump. UnitedHealthcare will determine the following:

- Which pump is the most cost effective;

- Whether the pump should be purchased or rented;
- Duration of a rental;
- Timing of an acquisition;

Benefits are only available if breast pumps are obtained from a DME provider or Physician.

Benefits are available for skin cancer screenings when billed as preventive.

For questions about your preventive care Benefits under this Plan call the number on the back of your ID card.

Prosthetic Devices

Benefits are paid by the Plan for prosthetic devices and appliances that replace a limb or body part, or help an impaired limb or body part work. Examples include, but are not limited to:

- artificial arms, legs, feet and hands;
- artificial face, eyes, ears and nose; and
- breast prosthesis following mastectomy as required by the Women's Health and Cancer Rights Act of 1998, including mastectomy bras and lymphedema stockings for the arm.

Benefits under this section are provided only for external prosthetic devices and do not include any device that is fully implanted into the body.

If more than one prosthetic device can meet your functional needs, Benefits are available only for the most Cost-Effective prosthetic device. The device must be ordered or provided either by a Physician, or under a Physician's direction. If you purchase a prosthetic device that exceeds these minimum specifications, the Plan may pay only the amount that it would have paid for the prosthetic that meets the minimum specifications, and you may be responsible for paying any difference in cost.

Benefits are provided for the replacement of a type of prosthetic device once every three calendar years.

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 from the Claims Administrator before obtaining prosthetic devices that exceed $1,000 in cost per device. If you fail to obtain prior authorization 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*.

The fact that a Covered Person may suffer psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery (or other procedures done to relieve such consequences or behavior) as a reconstructive procedure.

Prior Authorization Requirement
For Non-Network Benefits for:

- A scheduled Reconstructive Procedure, you must obtain prior authorization from the Claims Administrator five business days before a scheduled Reconstructive Procedures is performed.

- A non-scheduled Reconstructive Procedure, you must provide notification within one business day or 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.

Rehabilitation Services - Outpatient Therapy and Manipulative Treatment

The Plan provides short-term outpatient rehabilitation services for the following types of therapy:

- physical therapy;
- occupational therapy;
- Manipulative Treatment;
- speech therapy;
- post-cochlear implant aural therapy;
- cognitive rehabilitation therapy following a post-traumatic brain Injury or cerebral vascular accident;
- pulmonary rehabilitation; and
- cardiac rehabilitation.

For all rehabilitation services, a licensed therapy provider, under the direction of a Physician (when required by state law), must perform the services. Benefits under this section include rehabilitation services provided in a Physician's office or on an outpatient basis at a Hospital or Alternate Facility. Rehabilitative services provided in a Covered Person's home by a Home Health Agency are provided as described under Home Health Care. Rehabilitative services provided in a Covered Person's home other than by a Home Health Agency are provided as described under this section.

Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed rehabilitation services or if rehabilitation goals have previously been met. Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed 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.

Benefits for Durable Medical Equipment and prosthetic devices, when used as a component of habilitative services, are described under *Durable Medical Equipment* and *Prosthetic Devices* in this section.

Other than as described under Habilitative Services above, please note that the Plan will pay Benefits for speech therapy for the treatment of disorders of speech, language, voice,

communication and auditory processing only when the disorder results from Injury, stroke, cancer, Congenital Anomaly, or Autism Spectrum Disorders. The Plan will pay Benefits for cognitive rehabilitation therapy only when Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident.

Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed rehabilitation services or if rehabilitation goals have previously been met. Benefits can be denied or shortened for Covered Persons who are not progressing in goal-directed Manipulative Treatment or if treatment goals have previously been met. Benefits under this section are not available for maintenance/preventive Manipulative Treatment.

Benefits are limited to:

- 60 visits per calendar year for physical, occupational and speech therapy combined;
- 20 visits per calendar year for cognitive rehabilitation therapy;
- 20 visits per calendar year for pulmonary rehabilitation therapy;
- 36 visits per calendar year for cardiac rehabilitation therapy; and
- Unlimited visits per calendar year for Manipulative Treatment;

These visit limits apply to Network Benefits and Non-Network Benefits combined.

Scopic Procedures - Outpatient Diagnostic and Therapeutic

The Plan pays for diagnostic and therapeutic scopic procedures and related services received on an outpatient basis at a Hospital or Alternate Facility.

Diagnostic scopic procedures are those for visualization, biopsy and polyp removal. Examples of diagnostic scopic procedures include colonoscopy, sigmoidoscopy, and endoscopy.

Benefits under this section include:

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

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.*

Please note that Benefits under this section do not include surgical scopic procedures, which are for the purpose of performing surgery. Benefits for surgical scopic procedures are 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.*

Any combination of Network Benefits and Non-Network Benefits is limited to 90 days per calendar year.

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 (or admissions resulting from an Emergency), 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.

Substance-Related and Addictive Disorders Services

Substance-Related and Addictive Disorders Services include those received on an inpatient or outpatient basis in a Hospital, 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.

Benefits include the following levels of care:

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

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 all levels of care.

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

Prior Authorization Requirement

For Non-Network Benefits for:

- A scheduled admission for Substance-Related and Addictive Disorders Services (including Partial Hospitalization/Day Treatment and 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: Intensive Outpatient Treatment programs; psychological testing; extended outpatient treatment visits beyond 45-50 minutes in duration, with or without medication management.

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.

Surgery - Outpatient

The Plan pays for surgery and related services received on an outpatient basis at a Hospital or Alternate Facility.

Benefits under this section include:

- the facility charge and the charge for supplies and equipment;
- certain surgical scopic procedures (examples of surgical scopic procedures include arthroscopy, laparoscopy, bronchoscopy and hysteroscopy); 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.

Prior Authorization Requirement

For Non-Network Benefits for blepharoplasty, uvulopalatopharyngoplasty, vein procedures, sleep apnea surgeries and cochlear implant you must obtain prior authorization from the Claims Administrator five business days before scheduled services are received or, for non-scheduled services, within one business day or as soon as is reasonably possible. If you fail to obtain prior authorization as required, Benefits will be subject to a $250 reduction.

Temporomandibular Joint (TMJ) Services

The Plan covers diagnostic and surgical and non-surgical treatment of conditions affecting the temporomandibular joint when provided by or under the direction of a Physician. Coverage includes necessary treatment required as a result of accident, trauma, a Congenital Anomaly, developmental defect, or pathology.

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.*

Prior Authorization Requirement

For Non-Network Benefits for the following outpatient therapeutic services you must obtain prior authorization from the Claims Administrator five business days before scheduled services are received or, for non-scheduled services, within one business day or as soon as is reasonably possible.

Services that require prior authorization: dialysis, IV infusion, radiation oncology, intensity modulated radiation therapy and MR-guided focused ultrasound.

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

Transplantation Services

Organ and tissue transplants including CAR-T cell therapy for malignancies when ordered by a Physician. Benefits are available for transplants when the transplant meets the definition of a Covered Health Service, and is not an Experimental or Investigational or Unproven Service.

Examples of transplants for which Benefits are available include bone marrow including CAR-T cell therapy for malignancies, heart, heart/lung, lung, kidney, kidney/pancreas, liver, liver/small bowel, pancreas, small bowel and cornea.

Benefits are available to the donor and the recipient when the recipient is covered under this Plan. Donor costs that are directly related to organ removal or procurement are Covered Health Services for which Benefits are payable through the organ recipient's coverage under the Plan.

The Claims Administrator has specific guidelines regarding Benefits for transplant services. Contact the Claims Administrator at the number on your ID card for information about these guidelines.

Transplantation services including evaluation for transplant, organ procurement and donor searches and transplantation procedures may be received at a Designated Provider, Network facility that is not a Designated Provider or a non-Network facility.

Benefits are also available for cornea transplants. You are not required to obtain prior authorization from the Claims Administrator for a cornea transplant nor is the cornea transplant required to be performed at a Designated Provider.

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

Prior Authorization Requirement
For Network Benefits you must obtain prior authorization from the Claims Administrator 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 and if, as a result, the services are not performed at a Designated Provider, Network Benefits will not be paid. Non-Network Benefits will apply.

For Non-Network Benefits you must obtain prior authorizrion from the Claims Administrator 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 fail to obtain prior authorization from the Claims Administrator as required, Benefits will be subject to a $250 reduction.

Support in the event of serious illness
If you or a covered family member has cancer or needs an organ or bone marrow transplant, UnitedHealthcare can put you in touch with quality treatment centers around the country.

~~Inpatient facility services (including evaluation for transplant, organ procurement and donor searches) for transplantation procedures must be ordered by a provider. Benefits are available to the donor and the recipient when the recipient is covered under this Plan. The transplant must meet the definition of a Covered Health Service and cannot be Experimental~~

~~or Investigational, or Unproven. Examples of transplants for which Benefits are available include but are not limited to:~~

- ~~heart;~~
- ~~heart/lung;~~
- ~~lung;~~
- ~~kidney;~~
- ~~kidney/pancreas;~~
- ~~liver;~~
- ~~liver/kidney;~~
- ~~liver/intestinal;~~
- ~~pancreas;~~
- ~~intestinal; and~~
- ~~bone marrow (either from you or from a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service.~~

~~Benefits are also available for cornea transplants. You are not required to obtain prior authorization from the Claims Administrator for a cornea transplant nor is the cornea transplant required to be performed by a Designated Provider.~~

~~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 Network Benefits you must obtain prior authorization from the Claims Administrator 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 and if, as a result, the services are not performed by a Designated Provider, Network Benefits will not be paid. Non-Network Benefits will apply.

For Non-Network Benefits you must obtain prior authorization from the Claims Administrator 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 from the Claims Administrator as required, Benefits will be subject to a $250 reduction.

Travel and Lodging

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 Travel and Lodging, 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, provided he or she is not covered by Medicare, and a companion as follows:

- Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the qualified procedure provided by a Designated Provider for the purposes of an evaluation, the procedure or necessary post-discharge follow-up.
- The Eligible Expenses for lodging for the patient (while not a Hospital inpatient) and one companion.
- If the patient is an enrolled Dependent minor child, the transportation expenses of two companions will be covered.
- Travel and lodging expenses are only available if the patient resides more than 50 miles from the Designated Provider.
- Reimbursement for certain lodging expenses for the patient and his/her companion(s) may be included in the taxable income of the Plan participant if the reimbursement exceeds the per diem rate.

- The transplant program offers a lifetime maximum of $10,000 per Covered Person for all transportation and lodging expenses incurred by you and reimbursed under the Plan in connection with all qualified procedures.

  The Claims Administrator must receive valid receipts for such charges before you will be reimbursed. Reimbursement is as follows:

Lodging

- A per diem rate, up to $50.00 per day, for the patient or the caregiver if the patient is in the Hospital.

- A per diem rate, up to $100.00 per day, for the patient and one caregiver. When a child is the patient, two persons may accompany the child.

  Examples of items that are not covered:

  - Groceries.
  - Alcoholic beverages.
  - Personal or cleaning supplies.
  - Meals.
  - Over-the-counter dressings or medical supplies.
  - Deposits.
  - Utilities and furniture rental, when billed separate from the rent payment.
  - Phone calls, newspapers, or movie rentals.

Transportation

- Automobile mileage (reimbursed at the IRS medical rate) for the most direct route between the patient's home and the Designated Provider.

- Taxi fares (not including limos or car services).

- Economy or coach airfare.

- Parking.

- Trains.

- Boat.

- Bus.

- Tolls.

Support in the event of serious illness
If you or a covered family member has cancer or needs an organ or bone marrow transplant, UnitedHealthcare can put you in touch with quality treatment centers around the country.

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.

Virtual Visits

Virtual visits for Covered Health Services that include the diagnosis and treatment of low acuity medical conditions for Covered Persons, through the use of interactive audio and video telecommunication and transmissions, and audio-visual communication technology. Virtual visits provide communication of medical information in real-time between the patient and a distant Physician or health care specialist, through use of interactive audio and video communications equipment 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 going to **www.myuhc.com** or by calling the telephone number on your ID card.

Please Note: Not all medical conditions can be appropriately treated through virtual visits. The Designated Virtual Network Provider will identify any condition for which treatment by in-person Physician contact is necessary.

Benefits under this section do not include email, fax and standard telephone calls, or for telehealth/telemedicine visits that occur within medical facilities (*CMS* defined originating facilities).

Wigs

The Plan pays Benefits for wigs when treatment is due to chemotherapy.

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 and Condition Management Services; and
- Wellness Programs.

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.

To find the health survey, log in to **www.myuhc.com**. After logging in, access your personalized *Health & Wellness* page and click the *Health Survey* link. If you need any assistance with the online survey, please call the number on the back of your ID card.

Health Improvement Plan

You can start a Health Improvement Plan at any time. This plan is created just for you and includes information and interactive tools, plus online health coaching recommendations based on your profile.

Online coaching is available for:

- nutrition;
- exercise;
- weight management;
- stress;
- smoking cessation;
- diabetes; and
- heart health.

To help keep you on track with your Health Improvement Plan and online coaching, you'll also receive personalized messages and reminders – Warren County Board of Commissioners' way of helping you meet your health and wellness goals.

NurseLine℠

NurseLine℠ is a toll-free telephone service that puts you in immediate contact with an experienced registered nurse any time, 24 hours a day, seven days a week. Nurses can provide health information for routine or urgent health concerns. When you call, a registered nurse may refer you to any additional resources that Warren County Board of Commissioners has available to help you improve your health and well-being or manage a chronic condition. Call any time when you want to learn more about:

- a recent diagnosis;
- a minor Sickness or Injury;
- men's, women's, and children's wellness;
- how to take prescription drugs safely;
- self-care tips and treatment options;
- healthy living habits; or
- any other health related topic.

NurseLine[SM] gives you another convenient way to access health information. By calling the same toll-free number, you can listen to one of the Health Information Library's over 1,100 recorded messages, with over half in Spanish.

NurseLine[SM] is available to you at no cost. To use this convenient service, simply call the toll-free number on the back of your ID card.

Note: If you have a medical emergency, call 911 instead of calling NurseLine[SM].

Your child is running a fever and it's 1:00 AM. What do you do?
Call NurseLine[SM] toll-free any time, 24 hours a day, seven days a week. You can count on NurseLine[SM] to help answer your health questions.

With NurseLine[SM], you also have access to nurses online. To use this service, log onto **www.myuhc.com** and click "Live Nurse Chat" in the top menu bar. You'll instantly be connected with a registered nurse who can answer your general health questions any time, 24 hours a day, seven days a week. You can also request an e-mailed transcript of the conversation to use as a reference.

Note: If you have a medical emergency, call 911 instead of logging onto **www.myuhc.com.**

Treatment Decision Support

In order to help you make informed decisions about your health care, UnitedHealthcare has a program called Treatment Decision Support. This program targets specific conditions as well as the treatments and procedures for those conditions.

This program offers:

- access to accurate, objective and relevant health care information;
- coaching by a nurse through decisions in your treatment and care;
- expectations of treatment; and
- information on high quality providers and programs.

Conditions for which this program is available include:

- back pain;
- knee & hip replacement;
- prostate disease;
- prostate cancer;
- benign uterine conditions;

- breast cancer;
- coronary disease and
- bariatric surgery.

Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please contact the number on the back of your ID card.

UnitedHealth Premium℠ Program

UnitedHealthcare designates Network Physicians and facilities as UnitedHealth Premium℠ Program Physicians or facilities for certain medical conditions. Physicians and facilities are evaluated on two levels - quality and efficiency of care. The UnitedHealth Premium℠ Program was designed to:

- help you make informed decisions on where to receive care;
- 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 Premium℠ Program including how to locate a UnitedHealth Premium℠ 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;
- access all of the content and wellness topics from NurseLine including Live Nurse Chat 24 hours a day, seven days a week;
- 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.

Want to learn more about a condition or treatment?
Log on to **www.myuhc.com** and research health topics that are of interest to you. Learn about a specific condition, what the symptoms are, how it is diagnosed, how common it is, and what to ask your Physician.

Disease and Condition Management Services

Disease Management Services

If you have been diagnosed with or are at risk for developing certain chronic medical conditions you may be eligible to participate in a disease management program at no cost to you. The heart failure, coronary artery disease, diabetes and asthma programs are designed to support you. This means that you will receive free educational information through the mail, and may even be called by a registered nurse who is a specialist in your specific medical condition. This nurse will be a resource to advise and help you manage your condition.

These programs offer:

- educational materials mailed to your home that provide guidance on managing your specific chronic medical condition. This may include information on symptoms, warning signs, self-management techniques, recommended exams and medications;
- access to educational and self-management resources on a consumer website;
- an opportunity for the disease management nurse to work with your Physician to ensure that you are receiving the appropriate care; and

- toll-free access to and one-on-one support from a registered nurse who specializes in your condition. Examples of support topics include:

  - education about the specific disease and condition,
  - medication management and compliance,
  - reinforcement of on-line behavior modification program goals,
  - preparation and support for upcoming Physician visits,
  - review of psychosocial services and community resources,
  - caregiver status and in-home safety,
  - use of mail-order pharmacy and Network providers.

Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please contact the number on the back of your ID card.

HealtheNotes℠

UnitedHealthcare provides a service called HealtheNotes to help educate members and make suggestions regarding your medical care. HealtheNotes provides you and your Physician with suggestions regarding preventive care, testing or medications, potential interactions with medications you have been prescribed, and certain treatments. In addition, your HealtheNotes report may include health tips and other wellness information.

UnitedHealthcare makes these suggestions through a software program that provides retrospective, claims-based identification of medical care. Through this process patients are identified whose care may benefit from suggestions using the established standards of evidence based medicine as described in Section 14, *Glossary* under the definition of Covered Health Services.

If your Physician identifies any concerns after reviewing his or her HealtheNotes report, he or she may contact you if he or she believes it to be appropriate. In addition, you may use the information in your report to engage your Physician in discussions regarding your health and the identified suggestions. Any decisions regarding your care, though, are always between you and your Physician.

If you have questions or would like additional information about this service, please call the number on the back of your ID card.

Wellness Programs

Real Appeal Program

UnitedHealthcare provides the Real Appeal program, which represents a practical solution for weight related conditions, with the goal of helping people at risk from obesity-related diseases and those who want to maintain a healthy lifestyle. This program is designed to support individuals over the age of 18. This intensive, multi-component behavioral intervention provides a 52-week virtual approach that includes one-on-one coaching and online group participation with supporting video content, delivered by a live virtual coach. The experience will be personalized for each individual through an introductory call.

This program will be individualized and may include, but is not limited to, the following:

- Online support and self-help tools: Personal one-on-one coaching, group support sessions, including integrated telephonic support, and mobile applications.
- Education and training materials focused on goal setting, problem-solving skills, barriers and strategies to maintain changes.
- Behavioral change guidance and counseling by a specially trained health coach for clinical weight loss.

Participation is completely voluntary and without any additional charge or cost share. There are no Copays, Coinsurance, or Deductibles that need to be met when services are received as part of the Real Appeal program. If you would like to participate, or if you would like any additional information regarding the program, please call Real Appeal at 1-844-344-REAL (1-844-344-7325). TTY users can dial 711 or visit **www.realappeal.com**.

Healthy Pregnancy Program

If you are pregnant and enrolled in the medical Plan, you can get valuable educational information and advice by calling the toll-free number on your ID card. This program offers:

- pregnancy consultation to identify special needs;
- written and on-line educational materials and resources;
- 24-hour toll-free access to experienced maternity nurses;
- a phone call from a care coordinator during your Pregnancy, to see how things are going; and
- a phone call from a care coordinator approximately four weeks postpartum to give you information on infant care, feeding, nutrition, immunizations and more.

Participation is completely voluntary and without extra charge. To take full advantage of the program, you are encouraged to enroll within the first 12 weeks of Pregnancy. You can enroll any time, up to your 34th week. To enroll, call the toll-free number on the back of your ID card.

As a program participant, you can call any time, 24 hours a day, seven days a week, with any questions or concerns you might have.

SECTION 8 – EXCLUSIONS AND LIMITATIONS: WHAT THE MEDICAL PLAN WILL NOT COVER

What this section includes:

- Services, supplies and treatments that are not Covered Health Services, except as may be specifically provided for in Section 6, *Additional Coverage Details*

The Plan does not pay Benefits for the following services, treatments or supplies even if they are recommended or prescribed by a provider or are the only available treatment for your condition.

When Benefits are limited within any of the Covered Health Services categories described in Section 6, *Additional Coverage Details*, those limits are stated in the corresponding Covered Health Service category in Section 5, *Plan Highlights*. Limits may also apply to some Covered Health Services that fall under more than one Covered Health Service category. When this occurs, those limits are also stated in Section 5, *Plan Highlights*. Please review all limits carefully, as the Plan will not pay Benefits for any of the services, treatments, items or supplies that exceed these benefit limits.

Please note that in listing services or examples, when the SPD says "this includes," or "including but not limiting to", it is not UnitedHealthcare's intent to limit the description to that specific list. When the Plan does intend to limit a list of services or examples, the SPD specifically states that the list "is limited to."

Alternative Treatments

1. acupressure
2. acupuncture;
3. aromatherapy;
4. hypnotism;
5. massage therapy;
6. rolfing (holistic tissue massage); and
7. art therapy, music therapy, dance therapy, horseback therapy and other forms of alternative treatment as defined by the National Center for Complimentary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 6, *Additional Coverage Details*.

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.*

6. treatment of congenital missing (when the cells responsible for the formation of the teeth are absent from birth), malpositioned or supernumerary (extra) teeth, even if part of a Congenital Anomaly such as cleft lip or cleft palate

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*:

   Examples of excluded orthotic appliances and devices include but are not limited to, foot orthotics or any orthotic braces available over-the-counter. This exclusion does not include diabetic footwear which may be covered for a Covered Person with diabetic foot disease.

~~3. cranial banding;~~

3. the following items are excluded, even if prescribed by a Physician:

   - blood pressure cuff/monitor;
   - enuresis alarm;
   - non-wearable external defibrillator;
   - trusses;
   - ultrasonic nebulizers;

4. repairs to prosthetic devices due to misuse, malicious damage or gross neglect;

5. replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items;

6. devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under *Durable Medical Equipment* in Section 6, *Additional Coverage Details*;

7. oral appliances for snoring.

Drugs

1. prescription drugs for outpatient use that are filled by a prescription order or refill;

2. self-injectable medications. (This exclusion does not apply to medications 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 in an outpatient setting);

3. growth hormone therapy;

4. non-injectable medications given in a Physician's office except as required in an Emergency and consumed in the Physician's office; and

5. over the counter drugs and treatments.

6. Certain New Pharmaceutical Products and/or new dosage forms until the date as determined by the Claims Administrator or the Claims Administrator's designee, but no later than December 31st of the following calendar year.

   This exclusion does not apply if you have a life-threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment). If you have a 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*. ~~New Pharmaceutical Products and/or new dosage forms until the date they are reviewed.~~

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.

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.

   This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under *Diabetes Services* in Section 6, *Additional Coverage Details.* Routine foot care services that are not covered include:

   - nail trimming or cutting; and
   - debriding (removal of dead skin or underlying tissue);

2. hygienic and preventive maintenance foot care. Examples include:

- cleaning and soaking the feet;
- applying skin creams in order to maintain skin tone;

This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes.

3. treatment of flat feet;

4. treatment of subluxation of the foot;

5. shoe inserts;

6. arch supports;

7. shoes.

Medical Supplies and Equipment

1. prescribed or non-prescribed medical supplies. Example includes:

   - ace bandages.

This exclusion does not apply to:

- ostomy bags and related supplies for which Benefits are provided as described under *Ostomy Supplies* in Section 6, *Additional Coverage Details.*
- disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under *Durable Medical Equipment* in Section 6, *Additional Coverage Details*; or
- diabetic supplies for which Benefits are provided as described under *Diabetes Services* in Section 6, *Additional Coverage Details.*

2. tubings and masks except when used with Durable Medical Equipment as described under *Durable Medical Equipment.*

Mental Health, Neurobiological Disorders - Autism Spectrum Disorder and Substance-Related and Addictive Disorders Services

In addition to all other exclusions listed in this Section 8, *Exclusions and Limitations*, the exclusions listed directly below apply to services described under *Mental Health Services, Neurobiological Disorders - Autism Spectrum Disorder Services* and/or *Substance-Related and Addictive Disorders Services* in Section 6, *Additional Coverage Details.*

~~Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association.*~~ Services performed in connection with conditions not classified in the current edition of the *International Classification of Diseases* section on *Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association.*

3. 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.*

4. ~~Outside of initial assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, pyromania, kleptomania, gambling disorder and paraphilic disorder.~~ 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.

5. ~~Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning.~~ Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes.

6. 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.*

7. 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.

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;
   - meals you can order from a menu, for an additional charge, during an Inpatient Stay; and
   - other dietary and electrolyte supplements; and

4. health education classes unless offered by UnitedHealthcare or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

Personal Care, Comfort or Convenience

1. television;

2. telephone;

3. beauty/barber service;

4. guest service;

5. supplies, equipment and similar incidentals for personal comfort. Examples include:

   - air conditioners;
   - air purifiers and filters;
   - batteries and battery chargers;
   - dehumidifiers and humidifiers;
   - ergonomically correct chairs;
   - non-Hospital beds, comfort beds, motorized beds and mattresses;
   - breast pumps;
   - car seats;
   - chairs, bath chairs, feeding chairs, toddler chairs, chair lifts and recliners;
   - exercise equipment and treadmills;
   - hot tubs, Jacuzzis, saunas and whirlpools;
   - medical alert systems;
   - music devices;
   - personal computers;
   - pillows;
   - power-operated vehicles;
   - radios;
   - strollers;
   - safety equipment;
   - vehicle modifications such as van lifts;
   - video players; and
   - home modifications to accommodate a health need (including, but not limited to, ramps, swimming pools, elevators, handrails, and stair glides).

Physical Appearance

1. Cosmetic Procedures, as defined in Section 14, *Glossary*, are excluded from coverage. Examples include:

   - 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);
   - 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. biofeedback;

2. 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);

3. 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;

4. outpatient cognitive rehabilitation therapy except as Medically Necessary following traumatic brain Injury or cerebral vascular accident;

5. speech therapy to treat stuttering, stammering, or other articulation disorders;

6. speech therapy, except when required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, a Congenital Anomaly or Autism Spectrum Disorders as identified under *Rehabilitation Services – Outpatient Therapy and Manipulative Treatment* in Section 6, *Additional Coverage Details*;

7. a procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy;

8. excision or elimination of hanging skin on any part of the body (examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy and brachioplasty);

9. psychosurgery (lobotomy);

10. stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings;

11. chelation therapy, except to treat heavy metal poisoning;

12. Manipulative Treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies;

13. physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter;

14. sex transformation operations and related services;

15. the following treatments for obesity:

    - non-surgical treatment, even if for morbid obesity; and
    - surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under *Obesity Surgery* in Section 6, *Additional Coverage Details*;

16. medical and surgical treatment of hyperhidrosis (excessive sweating);

17. the following services for the diagnosis and treatment of temporomandibular joint syndrome (TMJ): surface electromyography, Doppler analysis, vibration analysis, computerized mandibular scan or jaw tracking, craniosacral therapy, orthodontics, occlusal adjustment, and dental restorations; and ~~the following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment and dental restorations;~~

18. upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors or cancer or obstructive sleep apnea; and

19. 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.*

20. Habilitative services for maintenance/preventive treatment

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 services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment

   This exclusion does not apply to services required to treat or correct underlying causes of infertility.

2. storage and retrieval of all reproductive materials (examples include eggs, sperm, testicular tissue and ovarian tissue);

3. in vitro fertilization regardless of the reason for treatment;

4. surrogate parenting, donor eggs, donor sperm and host uterus;

5. the reversal of voluntary sterilization;

6. artificial reproductive treatments done for genetic or eugenic (selective breeding) purposes;

7. elective 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).

8. services provided by a doula (labor aide); and

9. parenting, pre-natal or birthing classes.

Services Provided under Another Plan

Services for which coverage is available:

1. under another plan, except for Eligible Expenses payable as described in Section 10, *Coordination of Benefits (COB)*;

2. under workers' compensation, no-fault automobile coverage or similar legislation if you could elect it, or could have it elected for you; and

3. while on active military duty; and

3. for treatment of military service-related disabilities when you are legally entitled to other coverage, and facilities are reasonably accessible.

Transplants

1. health services for organ and tissue transplants, except as identified under *Transplantation Services* in Section 6, *Additional Coverage Details* unless UnitedHealthcare determines the transplant to be appropriate according to UnitedHealthcare's transplant guidelines;

2. mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and

3. donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

Travel

1. health services provided in a foreign country, unless required as Emergency Health Services; and

2. travel or transportation expenses, even if ordered by a Physician, except as identified under *Travel and Lodging* in Section 6, *Additional Coverage Details*. Additional travel expenses related to Covered Health Services received from a Designated Provider may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under *Ambulance Services* in Section 6, *Additional Coverage Details*.

Types of Care

1. Custodial Care as defined in Section 14, *Glossary* or maintenance care;

2. Domiciliary Care, as defined in Section 14, *Glossary;*

3. multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain;

4. Private Duty Nursing;

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;

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:

- that are received as a result of war or any act of war, whether declared or undeclared, while part of any armed service force of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone;
- that are received after the date your coverage under this Plan ends, including health services for medical conditions which began before the date your coverage under the Plan ends;
- for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under this Benefit Plan;
- that exceed Eligible Expenses or any specified limitation in this SPD;
- for which a non-Network provider waives the Annual Deductible or Coinsurance amounts;

6. foreign language and sign language services;

7. long term (more than 30 days) storage of blood, umbilical cord or other material. Examples include cryopreservation of tissue, blood and blood products;

8. health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 14, *Glossary.* Covered Health Services are those health services including services, supplies or Pharmaceutical Products, which the Claims Administrator determines to be all of the following:

   - Medically Necessary;
   - described as a Covered Health Service in this SPD under Section 6, *Additional Coverage Details* and in Section 5, *Plan Highlights;* and
   - not otherwise excluded in this SPD under this Section 8, *Exclusions and Limitations.*

9. health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service.

   For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

10. physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when:

    - required solely for purposes of education, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration;
    - conducted for purposes of medical research. 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;*
    - related to judicial or administrative proceedings or orders; or
    - required to obtain or maintain a license of any type.

SECTION 9 - CLAIMS PROCEDURES

What this section includes:
- How Network and non-Network claims work, and
- What to do if your claim is denied, in whole or in part.

Network Benefits

In general, if you receive Covered Health Services from a Network provider, UnitedHealthcare will pay the Physician or facility directly. If a Network provider bills you for any Covered Health Service other than your Coinsurance, please contact the provider or call UnitedHealthcare at the phone number on your ID card for assistance.

Keep in mind, you are responsible for meeting the Annual Deductible and paying any Coinsurance owed to a Network provider at the time of service, or when you receive a bill from the provider.

Non-Network Benefits

If you receive a bill for Covered Health Services from a non-Network provider, you (or the provider if they prefer) must send the bill to UnitedHealthcare for processing. To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to UnitedHealthcare at the address on the back of your ID card.

How To File Your Claim

You can obtain a claim form by visiting **www.myuhc.com**, calling the toll-free number on your ID card or contacting Office of Management & Budget. If you do not have a claim form, simply attach a brief letter of explanation to the bill, and verify that the bill contains the information listed below. If any of these items are missing from the bill, you can include them in your letter:

- your name and address;
- the patient's name, age and relationship to the Participant;
- the number as shown on your ID card;
- the name, address and tax identification number of the provider of the service(s);
- a diagnosis from the Physician;
- the date of service;
- an itemized bill from the provider that includes:
  - the Current Procedural Terminology (CPT) codes;
  - a description of, and the charge for, each service;

- the date the Sickness or Injury began; and
- 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

When you assign your Benefits under the Plan to a non-Network provider with UnitedHealthcare's consent, and the non-Network provider submits a claim for payment, you and the non-Network provider represent and warrant that the Covered Health Services were actually provided and were medically appropriate.

To be recognized as a valid assignment of Benefits under the Plan, the assignment must reflect the Covered Person's agreement that the non-Network provider will be entitled to all the Covered Person's rights under the Plan and applicable state and federal laws, including legally required notices and procedural reviews concerning the Covered Person's Benefits, and that the Covered Person will no longer be entitled to those rights. If an assignment form does not comply with this requirement, but directs that your benefit payment should be made directly to the provider, UnitedHealthcare may in its discretion make payment of the benefits directly to the provider for your convenience, but will treat you, rather than the provider, as the beneficiary of your claim. If Benefits are assigned or payment to a non-Network provider is made, Catecourse reserves the right to offset Benefits to be paid to the provider by any amounts that the provider owes Catecourse (including amounts owed as a result of the assignment of other plans' overpayment recovery rights to the Plan) pursuant to *Refund of Overpayments* in Section 10, *Coordination of Benefits*.

UnitedHealthcare will pay Benefits to you unless:

- The provider submits a claim form to UnitedHealthcare that you have provided signed authorization to assign Benefits directly to that provider.
- You make a written request for the non-Network provider to be paid directly at the time you submit your claim.

UnitedHealthcare will only pay Benefits to you or, with written authorization by you, your Provider, and not to a third party, even if your provider purports to have assigned Benefits to that third party.

~~When you assign your Benefits under the Plan to a non-Network provider with UnitedHealthcare's consent, and the non-Network provider submits a claim for payment,~~

~~you and the non-Network provider represent and warrant that the Covered Health Services were actually provided and were medically appropriate.~~

~~To be recognized as a valid assignment of Benefits under the Plan, the assignment must reflect the Covered Person's agreement that the non-Network provider will be entitled to all the Covered Person's rights under the Plan and applicable state and federal laws, including legally required notices and procedural reviews concerning the Covered Person's Benefits, and that the Covered Person will no longer be entitled to those rights. If an assignment form does not comply with this requirement, but directs that your benefit payment should be made directly to the provider, UnitedHealthcare may in its discretion make payment of the Benefits directly to the provider for your convenience, but will treat you, rather than the provider, as the beneficiary of your claim. If Benefits are assigned or payment to a non-Network provider is made, Warren County Board of Commissioners reserves the right to offset Benefits to be paid to the provider by any amounts that the provider owes Warren County Board of Commissioners (including amounts owed as a result of the assignment of other plans' overpayment recovery rights to the Plan) pursuant to *Refund of Overpayments* in Section 10, *Coordination of Benefits*.~~

~~UnitedHealthcare will pay Benefits to you unless:~~

- ~~The provider submits a claim form to UnitedHealthcare that you have provided signed authorization to assign Benefits directly to that provider.~~
- ~~You make a written request for the non-Network provider to be paid directly at the time you submit your claim.~~

~~UnitedHealthcare will only pay Benefits to you or, with written authorization by you, your Provider, and not to a third party, even if your provider purports to have assigned Benefits to that third party.~~

Form of Payment of Benefits

Payment of Benefits under the Plan shall be in cash or cash equivalents, or in the form of other consideration that UnitedHealthcare in its discretion determines to be adequate. Where Benefits are payable directly to a provider, such adequate consideration includes the forgiveness in whole or in part of amounts the provider owes to other plans for which UnitedHealthcare makes payments, where the Plan has taken an assignment of the other plans' recovery rights for value.

Health Statements

Each month in which UnitedHealthcare processes at least one claim for you or a covered Dependent, you will receive a Health Statement in the mail. Health Statements make it easy for you to manage your family's medical costs by providing claims information in easy-to-understand terms.

If you would rather track claims for yourself and your covered Dependents online, you may do so at **www.myuhc.com**. You may also elect to discontinue receipt of paper Health Statements by making the appropriate selection on this site.

Explanation of Benefits (EOB)

You may request that UnitedHealthcare send you a paper copy of an Explanation of Benefits (EOB) after processing the claim. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. If you would like paper copies of the EOBs, you may call the toll-free number on your ID card to request them. You can also view and print all of your EOBs online at **www.myuhc.com**. See Section 14, *Glossary* for the definition of Explanation of Benefits.

Important - Timely Filing of Claims
All claim forms must be submitted within 12 months after the date of service. Otherwise, the Plan will not pay any Benefits for that Eligible Expense, or Benefits will be reduced, as determined by Warren County Board of Commissioners. This 12-month requirement does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

Claim Denials and Appeals

If Your Claim is Denied

If a claim for Benefits is denied in part or in whole, you may call UnitedHealthcare at the number on your ID card before requesting a formal appeal. If UnitedHealthcare cannot 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.

Review of an Appeal

UnitedHealthcare will conduct a full and fair review of your appeal. The appeal may be reviewed by:

- an appropriate individual(s) who did not make the initial benefit determination; and
- a health care professional with appropriate expertise who was not consulted during the initial benefit determination process.

Once the review is complete, if UnitedHealthcare upholds the denial, you will receive a written explanation of the reasons and facts relating to the denial.

Filing a Second Appeal

Your Plan offers two levels of appeal. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from Warren County Board of Commissioners within 60 days from receipt of the first level appeal determination. Warren County Board of Commissioners must notify you of the appeal determination within 15 days after receiving the completed appeal for a pre-service denial and 30 days after receiving the completed post-service appeal.

Note: Upon written request and free of charge, any Covered Persons may examine documents relevant to their claim and/or appeals and submit opinions and comments. Warren County Board of Commissioners will review all claims in accordance with the rules established by the U.S. Department of Labor.

External Review Program

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 and you receive a decision that is unfavorable, or if Warren County Board of Commissioners fails to respond to your appeal in accordance with applicable regulations.

If the above conditions are satisfied, you may request an independent review of the adverse benefit determination. Neither you nor Warren County Board of Commissioners will have an opportunity to meet with the reviewer or otherwise participate in the reviewer's decision.

All requests for an independent review must be made within four (4) months of the date you receive the adverse benefit determination. You or an authorized designated representative may request an independent review by contacting the toll-free number on your ID card or by sending a written request to the address on your ID card.

The independent review will be performed by an independent Physician, or by a Physician who is qualified to decide whether the requested service or procedure is a Covered Health Service under the Plan. The Independent Review Organization (IRO) has been contracted by UnitedHealthcare and has no material affiliation or interest with Warren County Board of Commissioners. UnitedHealthcare will choose the IRO based on a rotating list of appropriately accredited IROs.

In certain cases, the independent review may be performed by a panel of Physicians, as deemed appropriate by the IRO.

Within applicable timeframes of Warren County Board of Commissioners' receipt of a request for independent review, the request will be forwarded to the IRO, together with:

- all relevant medical records;
- all other documents relied upon by Warren County Board of Commissioners in making a decision on the case; and
- all other information or evidence that you or your Physician has already submitted to Warren County Board of Commissioners.

If there is any information or evidence you or your Physician wish to submit in support of the request that was not previously provided, you may include this information with the request for an independent review, and Warren County Board of Commissioners will include it with the documents forwarded to the IRO. A decision will be made within applicable timeframes. If the reviewer needs additional information to make a decision, this time period may be extended. The independent review process will be expedited if you meet the criteria for an expedited external review as defined by applicable law.

The reviewer's decision will be in writing and will include the clinical basis for the determination. The IRO will provide you and Warren County Board of Commissioners with the reviewer's decision, a description of the qualifications of the reviewer and any other information deemed appropriate by the organization and/or as required by applicable law.

If the final independent decision is to approve payment or referral, the Plan will accept the decision and provide Benefits for such service or procedure in accordance with the terms and conditions of the Plan. If the final independent review decision is that payment or 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.

The tables below describe the time frames which you and UnitedHealthcare are required to follow.

Urgent Care Request for Benefits*	
Type of Request for Benefits or Appeal	Timing
If your request for Benefits is incomplete, UnitedHealthcare must notify you within:	**24 hours**
You must then provide completed request for Benefits to UnitedHealthcare within:	**48 hours** after receiving notice of additional information required
UnitedHealthcare must notify you of the benefit determination within:	**72 hours**
If UnitedHealthcare denies your request for Benefits, you must appeal an adverse benefit determination no later than:	**180 days** after receiving the adverse benefit determination
UnitedHealthcare must notify you of the appeal decision within:	**72 hours** after receiving the appeal

*You do not need to submit Urgent Care appeals in writing. You should call UnitedHealthcare as soon as possible to appeal an Urgent Care request for Benefits.

Pre-Service Request for Benefits*	
Type of Request for Benefits or Appeal	Timing
If your request for Benefits is filed improperly, UnitedHealthcare must notify you within:	**5 days**
If your request for Benefits is incomplete, UnitedHealthcare must notify you within:	**15 days**
You must then provide completed request for Benefits information to UnitedHealthcare within:	**45 days**
UnitedHealthcare must notify you of the benefit determination:	
■ if the initial request for Benefits is complete, within:	**15 days**
■ after receiving the completed request for Benefits (if the initial request for Benefits is incomplete), within:	**15 days**
You must appeal an adverse benefit determination no later than:	**180 days** after receiving the adverse

Pre-Service Request for Benefits	
Type of Request for Benefits or Appeal	Timing
	benefit determination
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 for Benefits as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. UnitedHealthcare will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Care request for Benefits and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre-service timeframes, whichever applies.

Limitation of Action

You cannot bring any legal action against Warren County Board of Commissioners or the Claims Administrator to recover reimbursement until 90 days after you have properly submitted a request for reimbursement as described in this section and all required reviews of your claim have been completed. If you want to bring a legal action against Warren County Board of Commissioners or the Claims Administrator, you must do so within three years from the expiration of the time period in which a request for reimbursement must be submitted or you lose any rights to bring such an action against Warren County Board of Commissioners or the Claims Administrator.

You cannot bring any legal action against Warren County Board of Commissioners or the Claims Administrator for any other reason unless you first complete all the steps in the appeal process described in this section. After completing that process, if you want to bring a legal action against Warren County Board of Commissioners or the Claims Administrator you must do so within three years of the date you are notified of the final decision on your appeal or you lose any rights to bring such an action against Warren County Board of Commissioners or the Claims Administrator.

SECTION 10 - COORDINATION OF BENEFITS (COB)

What this section includes:

- How your Benefits under this Plan coordinate with other medical plans;
- How coverage is affected if you become eligible for Medicare; and
- Procedures in the event the Plan overpays Benefits.

Coordination of Benefits (COB) 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; or
- 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.

Don't forget to update your Dependents' Medical Coverage Information

Avoid delays on your Dependent claims by updating your Dependent's medical coverage information. Just log on to **www.myuhc.com** or call the toll-free number on your ID card to update your COB information. You will need the name of your Dependents' other medical coverage, along with the policy number.

Determining Which Plan is Primary

Order of Benefit Determination Rules

If you are covered by two or more plans, the benefit payment follows the rules below in this order:

- this Plan will always be secondary to medical payment coverage or personal injury protection coverage under any auto liability or no-fault insurance policy;
- when you have coverage under two or more medical plans and only one has COB provisions, the plan without COB provisions will pay benefits first;
- a plan that covers a person as an employee pays benefits before a plan that covers the person as a dependent;
- if you are receiving COBRA continuation coverage under another employer plan, this Plan will pay Benefits first;
- your dependent children will receive primary coverage from the parent whose birth date occurs first in a calendar year. If both parents have the same birth date, the plan that pays benefits first is the one that has been in effect the longest. This birthday rule applies only if:
  - the parents are married or living together whether or not they have ever been married and not legally separated; or
  - a court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage;
- if two or more plans cover a dependent child of divorced or separated parents and if there is no court decree stating that one parent is responsible for health care, the child will be covered under the plan of:
  - the parent with custody of the child; then
  - the Spouse of the parent with custody of the child; then
  - the parent not having custody of the child; then
  - the Spouse of the parent not having custody of the child;
- plans for active employees pay before plans covering laid-off or retired employees;
- the plan that has covered the individual claimant the longest will pay first; Only expenses normally paid by the Plan will be paid under COB; and
- finally, if none of the above rules determines which plan is primary or secondary, the allowable expenses shall be shared equally between the plans meeting the definition of Plan. In addition, this Plan will not pay more than it would have paid had it been the primary Plan.

The following examples illustrate how the Plan determines which plan pays first and which plan pays second.

Determining Primary and Secondary Plan – Examples

1) Let's say you and your Spouse both have family medical coverage through your respective employers. You are unwell and go to see a Physician. Since you're covered as a Participant under this Plan, and as a Dependent under your Spouse's plan, this Plan will pay Benefits for the Physician's office visit first.

2) Again, let's say you and your Spouse both have family medical coverage through your respective employers. You take your Dependent child to see a Physician. This Plan will look at your birthday and your Spouse's birthday to determine which plan pays first – if you were born on June 11 and your Spouse was born on May 30, your Spouse's plan will pay first.

When This Plan is Secondary

If this Plan is secondary to any plan other than Medicare, it determines the amount it will pay for a Covered Health Service by following the steps below.

- The Plan determines the amount it would have paid based on the allowable expense.
- If this Plan would have paid the same amount or less than the primary plan paid, this Plan pays no Benefits.
- If this Plan would have paid more than the primary plan paid, the Plan will pay the difference.

You will be responsible for any Coinsurance or Deductible payments as part of the COB payment. The maximum combined payment you can receive from all plans may be less than 100% of the allowable expense.

Determining the Allowable Expense If This Plan is Secondary

What is an allowable expense?

For purposes of COB, an allowable expense is a health care expense that is covered at least in part by one of the health benefit plans covering you.

When the provider is a Network provider for both the primary plan and this Plan, the allowable expense is the primary plan's network rate. When the provider is a network provider for the primary plan and a non-Network provider for this Plan, the allowable expense is the primary plan's network rate. When the provider is a non-Network provider for the primary plan and a Network provider for this Plan, the allowable expense is the reasonable and customary charges allowed by the primary plan. When the provider is a non-Network provider for both the primary plan and this Plan, the allowable expense is the greater of the two Plans' reasonable and customary charges. If this plan is secondary to Medicare, please also refer to the discussion in the section below, titled *Determining the Allowable Expense When This Plan is Secondary to Medicare.*

When a Covered Person Qualifies for Medicare

Determining Which Plan is Primary

As permitted by law, this Plan will pay Benefits second to Medicare when you become eligible for Medicare, even if you don't elect it. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays benefits second:

- employees with active current employment status age 65 or older and their Spouses age 65 or older; and
- individuals with end-stage renal disease, for the 30-month coordination period.

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 a provider that does not participate in the Medicare program (as opposed to 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 UnitedHealthcare 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 go on to file claims for these expenses.

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

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. UnitedHealthcare may get the facts needed from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits.

UnitedHealthcare does not need to tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give UnitedHealthcare any facts needed to apply those rules and determine benefits payable. If you do not provide UnitedHealthcare the information needed to apply these rules and determine the Benefits payable, your claim for Benefits will be denied.

Overpayment and Underpayment of Benefits

If you are covered under more than one medical plan, there is a possibility that the other plan will pay a benefit that the Plan should have paid. If this occurs, the Plan may pay the other plan the amount owed.

If the Plan pays you more than it owes under this COB provision, you should pay the excess back promptly. Otherwise, the Company may recover the amount in the form of salary, wages, or benefits payable under any Company-sponsored benefit plans, including this Plan. The Company also reserves the right to recover any overpayment by legal action or offset payments on future Eligible Expenses.

If the Plan overpays a health care provider, UnitedHealthcare reserves the right to recover the excess amount from the provider pursuant to *Refund of Overpayments*, below.

Refund of Overpayments

If the Plan pays for Benefits for expenses incurred on account of a Covered Person, that Covered Person, or any other person or organization that was paid, must make a refund to the Plan if:

- the Plan's obligation to pay Benefits was contingent on the expenses incurred being legally owed and paid by the Covered Person, but all or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person;
- all or some of the payment the Plan made exceeded the Benefits under the Plan; or
- all or some of the payment was made in error.

The amount that must be refunded equals the amount the Plan paid in excess of the amount that should have been paid under the Plan. If the refund is due from another person or organization, the Covered Person agrees to help the Plan get the refund when requested.

If the refund is due from the Covered Person and the Covered Person does not promptly refund the full amount owed, the Plan may recover the overpayment by reallocating the overpaid amount to pay, in whole or in part, future Benefits for the Covered Person that are payable under the Plan. If the refund is due from a person or organization other than the Covered Person, 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 payable in connection with services provided to persons under other plans for which UnitedHealthcare makes 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 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.

SECTION 11 - SUBROGATION AND REIMBURSEMENT

The Plan has a right to subrogation and reimbursement. References to "you" or "your" in this Subrogation and Reimbursement section shall include you, your estate and your heirs and beneficiaries unless otherwise stated.

Subrogation applies when the plan has paid Benefits on your behalf for a Sickness or Injury for which any third party is allegedly responsible. The right to subrogation means that the Plan is substituted to and shall succeed to any and all legal claims that you may be entitled to pursue against any third party for the Benefits that the Plan has paid that are related to the Sickness or Injury for which any third party is considered responsible.

Subrogation – Example

Suppose you are injured in a car accident that is not your fault, and you receive Benefits under the Plan to treat your injuries. Under subrogation, the Plan has the right to take legal action in your name against the driver who caused the accident and that driver's insurance carrier to recover the cost of those Benefits.

The right to reimbursement means that if it is alleged that any third party caused or is responsible for a Sickness or Injury for which you receive a settlement, judgment, or other recovery from any third party, you must use those proceeds to fully return to the Plan 100% of any Benefits you receive for that Sickness or Injury. The right of reimbursement shall apply to any Benefits received at any time until the rights are extinguished, resolved or waived in writing.

Reimbursement – Example

Suppose you are injured in a boating accident that is not your fault, and you receive Benefits under the Plan as a result of your injuries. In addition, you receive a settlement in a court proceeding from the individual who caused the accident. You must use the settlement funds to return to the plan 100% of any Benefits you received to treat your injuries.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused you to suffer a Sickness, Injury or damages, or who is legally responsible for the Sickness, Injury or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Sickness, Injury or damages.
- The Plan Sponsor in a workers' compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide Benefits or payments to you, including Benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third party administrators.

- 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.

- Regardless of whether you have been fully compensated or made whole, the Plan may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "Made-Whole Doctrine" or "Make-Whole Doctrine," claim of unjust enrichment, nor any other equitable limitation shall limit the Plan's subrogation and reimbursement rights.

- Benefits paid by the Plan may also be considered to be Benefits advanced.

- If you receive any payment from any party as a result of Sickness or Injury, and the Plan alleges some or all of those funds are due and owed to the Plan, you and/or your representative shall hold those funds in trust, either in a separate bank account in your name or in your representative's trust account.

- By participating in and accepting Benefits from the Plan, you agree that (i) any amounts recovered by you from any third party shall constitute Plan assets to the extent of the amount of Plan Benefits provided on behalf of the Covered Person, (ii) you and your representative shall be fiduciaries of the Plan (within the meaning of ERISA) with respect to such amounts, and (iii) you shall be liable for and agree to pay any costs and fees (including reasonable attorney fees) incurred by the Plan to enforce its reimbursement rights.

- The Plan's rights to recovery will not be reduced due to your own negligence.

- By participating in and accepting Benefits from the Plan, you agree to assign to the Plan any Benefits, claims or rights of recovery you have under any automobile policy - including no-fault Benefits, PIP Benefits and/or medical payment Benefits - other coverage or against any third party, to the full extent of the Benefits the Plan has paid for the Sickness or Injury. By agreeing to provide this assignment in exchange for participating in and accepting Benefits, you acknowledge and recognize the Plan's right to assert, pursue and recover on any such claim, whether or not you choose to pursue the claim, and you agree to this assignment voluntarily.

- The Plan may, at its option, take necessary and appropriate action to preserve its rights under these provisions, including but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative or other third party; filing an ERISA reimbursement lawsuit to recover the full amount of medical Benefits you receive for the Sickness or Injury out of any settlement, judgment or other recovery from any third party considered responsible and filing suit in your name or your estate's name, which does not obligate the Plan in any way to pay you part of any recovery the Plan might obtain. Any ERISA reimbursement lawsuit stemming from a refusal to refund Benefits as required under the terms of the Plan is governed by a six-year statute of limitations.

- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.

- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.

- 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.

Benefits paid because you or your Dependent misrepresented facts are also subject to recovery.

If the Plan provides a Benefit for you or your Dependent that exceeds the amount that should have been paid, the Plan will:

- Require that the overpayment be returned when requested.
- Reduce a future Benefit payment for you or your Dependent by the amount of the overpayment.

If the Plan provides an advancement of Benefits to you or your Dependent during the time period of meeting the Deductible and/or meeting the Out-of-Pocket Maximum for the calendar year, the Plan will send you or your Dependent a monthly statement identifying the amount you owe with payment instructions. The Plan has the right to recover Benefits it has advanced by:

- Submitting a reminder letter to you or a covered Dependent that details any outstanding balance owed to the Plan.
- Conducting courtesy calls to you or a covered Dependent to discuss any outstanding balance owed to the Plan.

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.
- 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

with Warren County end, coverage shall end the last day of the month that the employment ends.

- The date on which you or your dependent becomes a full-time member of the armed forces of any country.

Coverage for your eligible Dependents will end on the earliest of:

- the date your coverage ends;
- the last day of the month you stop making the required contributions;
- 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 your Dependents no longer qualify as Dependents under this Plan.

Other Events Ending Your Coverage

The Plan will provide at least thirty days' prior written notice to you that your coverage will end on the date identified in the notice if you commit an act, practice, or omission that constituted fraud, or an intentional misrepresentation of a material fact including, but not limited to, knowingly providing incorrect information relating to another person's eligibility or status as a Dependent. You may appeal this decision during the 30-day notice period. The notice will contain information on how to pursue your appeal.

Note: If UnitedHealthcare and Warren County Board of Commissioners find that you have performed an act, practice, or omission that constitutes fraud, or have made an intentional misrepresentation of material fact Warren County Board of Commissioners has the right to demand that you pay back all Benefits Warren County Board of Commissioners paid to you, or paid in your name, during the time you were incorrectly covered under the Plan.

Coverage for a Disabled Child

If an unmarried enrolled Dependent child with a mental or physical disability reaches an age when coverage would otherwise end, the Plan will continue to cover the child, as long as:

- the child is unable to be self-supporting due to a mental or physical handicap or disability;
- the child depends mainly on you for support;
- you provide to Warren County Board of Commissioners proof of the child's incapacity and dependency within 31 days of the date coverage would have otherwise ended because the child reached a certain age; and

- you provide proof, upon Warren County Board of Commissioners' request, that the child continues to meet these conditions.

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.

If Coverage Ends Because of the Following Qualifying Events:	You May Elect COBRA:		
	For Yourself	For Your Spouse	For Your Child(ren)
Your work hours are reduced	18 months	18 months	18 months
Your employment terminates for any reason (other than gross misconduct)	18 months	18 months	18 months
You or your family member become eligible for Social Security disability benefits at any time within the first 60 days of losing coverage[1]	29 months	29 months	29 months
You die	N/A	36 months	36 months
You divorce (or legally separate)	N/A	36 months	36 months
Your child is no longer an eligible family member (e.g., reaches the maximum age limit)	N/A	N/A	36 months
You become entitled to Medicare	N/A	See table below	See table below
Warren County Board of Commissioners files for bankruptcy under Title 11, United States Code.[2]	36 months	36 months[3]	36 months[3]

[1]Subject to the following conditions: (i) notice of the disability must be provided within the latest of 60 days after a). the determination of the disability, b). the date of the qualifying event, c). the date the Qualified Beneficiary would lose coverage under the Plan, and in no event later than the end of the first 18 months; (ii) the Qualified Beneficiary must agree to pay any increase in the required premium for the additional 11 months over the original 18 months; and (iii) if the Qualified Beneficiary entitled to the 11 months of coverage has non-disabled family members who are also Qualified Beneficiaries, then those non-disabled Qualified Beneficiaries are also entitled to the additional 11 months of continuation coverage. Notice of any final determination that the Qualified Beneficiary is no longer disabled must be provided within 30 days of such determination. Thereafter, continuation coverage may be terminated on the first day of the month that begins more than 30 days after the date of that determination.

[2]This is a qualifying event for any retired Participant and his or her enrolled Dependents if there

If Coverage Ends Because of the Following Qualifying Events:	You May Elect COBRA:		
	For Yourself	For Your Spouse	For Your Child(ren)

is a substantial elimination of coverage within one year before or after the date the bankruptcy was filed.

[3]From the date of the Participant's death if the Participant dies during the continuation coverage.

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.*

Notification Requirements

If your covered Dependents lose coverage due to divorce, legal separation, or loss of Dependent status, you or your Dependents must notify the Plan Administrator within 60 days of the latest of:

- the date of the divorce, legal separation or an enrolled Dependent's loss of eligibility as an enrolled Dependent;
- the date your enrolled Dependent would lose coverage under the Plan; or
- the date on which you or your enrolled Dependent are informed of your obligation to provide notice and the procedures for providing such notice.

You or your Dependents must also notify the Plan Administrator when a qualifying event occurs that will extend continuation coverage.

If you or your Dependents fail to notify the Plan Administrator of these events within the 60 day period, the Plan Administrator is not obligated to provide continued coverage to the affected Qualified Beneficiary. If you are continuing coverage under federal law, you must notify the Plan Administrator within 60 days of the birth or adoption of a child.

Once you have notified the Plan Administrator, you will then be notified by mail of your election rights under COBRA.

Notification Requirements for Disability Determination

If you extend your COBRA coverage beyond 18 months because you are eligible for disability benefits from Social Security, you must provide Office of Management & Budget with notice of the Social Security Administration's determination within 60 days after you receive that determination, and before the end of your initial 18-month continuation period.

The notice requirements will be satisfied by providing written notice to the Plan Administrator at the address stated in Section 15, *Important Administrative Information:*. The contents of the notice must be such that the Plan Administrator is able to determine the covered Employee and qualified beneficiary(ies), the qualifying event or disability, and the date on which the qualifying event occurred.

Trade Act of 2002

The Trade Act of 2002 amended COBRA to provide for a special second 60-day COBRA election period for certain Participants who have experienced a termination or reduction of

hours and who lose group health plan coverage as a result. The special second COBRA election period is available only to a very limited group of individuals: generally, those who are receiving trade adjustment assistance (TAA) or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These Participants are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage), but only within a limited period of 60 days from the first day of the month when an individual begins receiving TAA (or would be eligible to receive TAA but for the requirement that unemployment benefits be exhausted) and only during the six months immediately after their group health plan coverage ended.

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, 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 to pay more than the regular contribution amount, if any, for continuation of health coverage.

A Participant may continue Plan coverage under USERRA for up to the lesser of:

- the 24 month period beginning on the date of the Participant's absence from work; or
- the day after the date on which the Participant fails to apply for, or return to, a position of employment.

Regardless of whether a Participant continues health coverage, if the Participant returns to a position of employment, the Participant's health coverage and that of the Participant's eligible Dependents will be reinstated under the Plan. No exclusions or waiting period may be imposed on a Participant or the Participant's eligible Dependents in connection with this reinstatement, unless a Sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of military service.

You should call the Plan Administrator if you have questions about your rights to continue health coverage under USERRA.

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:

- UnitedHealthcare communicates to you decisions about whether the Plan will cover or pay for the health care that you may receive (the Plan pays for Covered Health Services, which are more fully described in this SPD); and

- the Plan may not pay for all treatments you or your Physician may believe are necessary. If the Plan does not pay, you will be responsible for the cost.

Warren County Board of Commissioners and UnitedHealthcare may use individually identifiable information about you to identify for you (and you alone) procedures, products or services that you may find valuable. Warren County Board of Commissioners and UnitedHealthcare will use individually identifiable information about you as permitted or required by law, including in operations and in research. Warren County Board of Commissioners and UnitedHealthcare will use de-identified data for commercial purposes including research.

Relationship with Providers

The relationships between Warren County Board of Commissioners, UnitedHealthcare and Network providers are solely contractual relationships between independent contractors. Network providers are not Warren County Board of Commissioners' agents or employees, nor are they agents or employees of UnitedHealthcare. Warren County Board of Commissioners and any of its employees are not agents or employees of Network providers, nor are UnitedHealthcare and any of its employees agents or employees of Network providers.

Warren County Board of Commissioners and UnitedHealthcare do not provide health care services or supplies, nor do they practice medicine. Instead, Warren County Board of Commissioners and UnitedHealthcare arranges for health care providers to participate in a Network and pay Benefits. Network providers are independent practitioners who run their own offices and facilities. UnitedHealthcare's credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided. They are not Warren County Board of Commissioners' employees nor are they employees of UnitedHealthcare. Warren County Board of Commissioners and UnitedHealthcare do not have any other relationship with Network providers such as principal-agent or joint venture. Warren County Board of Commissioners and UnitedHealthcare are not liable for any act or omission of any provider.

UnitedHealthcare is not considered to be an employer of the Plan Administrator for any purpose with respect to the administration or provision of benefits under this Plan.

Warren County Board of Commissioners is solely responsible for:

- enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage);

- the timely payment of the service fee to UnitedHealthcare;

- the funding of Benefits on a timely basis; and

- notifying you of the termination or modifications to the Plan.

Your Relationship with Providers

The relationship between you and any provider is that of provider and patient. You:

- are responsible for choosing your own provider;
- 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:

- interpret Benefits under the Plan;
- interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD and any Summary of Material Modifications and/or Amendments; and
- 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 that provide services in regard to the administration of the Plan.

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.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you to furnish Warren County Board of Commissioners and UnitedHealthcare with all information or copies of records relating to the services provided to you. Warren County Board of Commissioners and UnitedHealthcare have the right to request this information at any reasonable time. This applies to all Covered Persons, including enrolled Dependents whether or not they have signed the Participant's enrollment form. Warren County Board of Commissioners and UnitedHealthcare agree that such information and records will be considered confidential.

Warren County Board of Commissioners and UnitedHealthcare have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Plan, for appropriate medical review or quality assessment, or as Warren County Board of Commissioners is required to do by law or regulation. During and after the term of the Plan, Warren County Board of Commissioners and UnitedHealthcare and its related entities may use and transfer the information gathered under the Plan in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your medical records or billing statements Warren County Board of Commissioners recommends that you contact your health care provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request medical forms or records from UnitedHealthcare, they also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, Warren County Board of Commissioners and UnitedHealthcare will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. UnitedHealthcare's designees have the same rights to this information as does the Plan Administrator.

Incentives to Providers

Network providers may be provided financial incentives by UnitedHealthcare to promote the delivery of health care in a cost efficient and effective manner. These financial incentives are not intended to affect your access to health care.

Examples of financial incentives for Network providers are:

- bonuses for performance based on factors that may include quality, member satisfaction, and/or cost-effectiveness; or
- a practice called capitation which is when a group of Network providers receives a monthly payment from UnitedHealthcare for each Covered Person who selects a Network provider within the group to perform or coordinate certain health services. The Network providers receive this monthly payment 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 have any questions regarding financial incentives you may contact the telephone number on your ID card. You can ask whether your Network provider is paid by any financial incentive, including those listed above; however, the specific terms of the contract, including rates of payment, are confidential and cannot be disclosed. In addition, you may choose to discuss these financial incentives with your Network provider.

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 Caresource 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, *Choice Programs and Resources*.

~~Sometimes you may be offered coupons or other incentives to encourage you to participate in various wellness programs or certain disease management programs. 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 the back of your ID card if you have any questions.~~

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 Copays or Coinsurance.

~~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 do not pass these rebates on to you, nor are they applied to your Annual Deductible or 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.

Future of the Plan

Although the Company expects to continue the Plan indefinitely, it reserves the right to discontinue, alter or modify the Plan in whole or in part, at any time and for any reason, at its sole determination.

The Company's decision to terminate or amend a Plan may be due to changes in federal or state laws governing employee benefits, the requirements of the Internal Revenue Code, or any other reason. A plan change may transfer plan assets and debts to another plan or split a plan into two or more parts. If the Company does change or terminate a plan, it may decide to set up a different plan providing similar or different benefits.

If this Plan is terminated, Covered Persons will not have the right to any other Benefits from the Plan, other than for those claims incurred prior to the date of termination, or as otherwise provided under the Plan. In addition, if the Plan is amended, Covered Persons may be subject to altered coverage and Benefits.

The amount and form of any final benefit you receive will depend on any Plan document or contract provisions affecting the Plan and Company decisions. After all Benefits have been paid and other requirements of the law have been met, certain remaining Plan assets will be turned over to the Company and others as may be required by any applicable law.

Plan Document

This Summary Plan Description (SPD) represents an overview of your Benefits. In the event there is a discrepancy between the SPD and the official plan document, the plan document will govern. A copy of the plan document is available for your inspection during regular business hours in the office of the Plan Administrator. You (or your personal representative) may obtain a copy of this document by written request to the Plan Administrator, for a nominal charge.

Review and Determine Benefits in Accordance with UnitedHealthcare Reimbursement Policies

UnitedHealthcare develops its reimbursement policy guidelines, in its sole discretion, in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association, and/or the Centers for Medicare and Medicaid Services (CMS).

- As reported by generally recognized professionals or publications.
- As used for Medicare.
- As determined by medical staff and outside medical consultants pursuant to other appropriate sources or determinations that UnitedHealthcare accepts.

Following evaluation and validation of certain provider billings (e.g., error, abuse and fraud reviews), UnitedHealthcare's reimbursement policies are applied to provider billings. UnitedHealthcare shares its reimbursement policies with Physicians and other providers in 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.

SECTION 14 - GLOSSARY

What this section includes:
- Definitions of terms used throughout this SPD

Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how Benefits are paid. This section defines terms used throughout this SPD, but it does not describe the Benefits provided by the Plan.

Addendum – any attached written description of additional or revised provisions to the Plan. The benefits and exclusions of this SPD and any amendments thereto shall apply to the Addendum except that in the case of any conflict between the Addendum and SPD and/or Amendments to the SPD, the Addendum shall be controlling.

Alternate Facility – a health care facility that is not a Hospital and that provides one or more of the following services on an outpatient basis, as permitted by law:

- surgical services;
- Emergency Health Services; or
- rehabilitative, laboratory, diagnostic or therapeutic services.

An Alternate Facility may also provide Mental Health or Substance-Related and Addictive Disorders Services on an outpatient basis or inpatient basis (for example a Residential Treatment facility).

Amendment – any attached written description of additional or alternative provisions to the Plan. Amendments are effective only when distributed by the Plan Sponsor or the Plan Administrator. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the amendment is specifically changing.

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.

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

BMI – see Body Mass Index (BMI).

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 percentage of Eligible Expenses 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.

Congenital Heart Disease (CHD) – any structural heart problem or abnormality that has been present since birth. Congenital heart defects may:

- be passed from a parent to a child (inherited);
- develop in the fetus of a woman who has an infection or is exposed to radiation or other toxic substances during her Pregnancy; or
- have no known cause.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) – a federal law that requires employers to offer continued health insurance coverage to certain employees and their dependents whose group health insurance has been terminated.

Cosmetic Procedures – procedures or services that change or improve appearance without significantly improving physiological function, as determined by the Claims Administrator. Reshaping a nose with a prominent bump is a good example of a Cosmetic Procedure because appearance would be improved, but there would be no improvement in function like breathing.

Cost-Effective – the least expensive equipment that performs the necessary function. This term applies to Durable Medical Equipment and prosthetic devices.

Covered Health Services - those health services, including services, supplies or Pharmaceutical Products, which the Claims Administrator determines to be:

- Medically Necessary.
- described as a Covered Health Service in this SPD under Section 5, *Plan Highlights* and 6, *Additional Coverage Details.*
- provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance-related and addictive disorders, condition, disease or its symptoms;
- provided to a Covered Person who meets the Plan's eligibility requirements, as described under *Eligibility* in Section 2, *Introduction.*
- not otherwise excluded in this SPD under Section 8, *Exclusions and Limitations.*

Covered Person – either the Participant or an enrolled Dependent only while enrolled and eligible for Benefits under the Plan. References to "you" and "your" throughout this SPD are references to a Covered Person.

CRS – see Cancer Resource Services (CRS).

Custodial Care – services that do not require special skills or training and that:

- provide assistance in activities of daily living (including but not limited to feeding, dressing, bathing, ostomy care, incontinence care, checking of routine vital signs, transferring and ambulating);
- 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 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 UnitedHealthcare, or with an organization contracting on UnitedHealthcare's behalf, to deliver Covered Health Services via interactive audio and video modalities.

DME – see Durable Medical Equipment (DME).

Durable Medical Equipment (DME) – medical equipment that is all of the following:

- used to serve a medical purpose with respect to treatment of a Sickness, Injury or their symptoms;
- not disposable;
- not of use to a person in the absence of a Sickness, Injury or their symptoms;
- durable enough to withstand repeated use;
- not implantable within the body; and
- appropriate for use, and primarily used, within the home.

Eligible Expenses – for Covered Health Services, incurred while the Plan is in effect, Eligible Expenses are determined by UnitedHealthcare as stated below and as detailed in Section 3, *How the Plan Works.*

Eligible Expenses are determined solely in accordance with UnitedHealthcare's reimbursement policy guidelines. UnitedHealthcare develops the reimbursement policy guidelines, in UnitedHealthcare's discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- as indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association, and/or the Centers for Medicare and Medicaid Services (CMS);
- as reported by generally recognized professionals or publications;
- as used for Medicare; or
- as determined by medical staff and outside medical consultants pursuant to other appropriate source or determination that UnitedHealthcare accepts.

Emergency – a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of the Covered Person (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

Emergency Health Services – with respect to an Emergency, both of the following:

- A medical screening examination (as required under section *1867 of the Social Security Act, 42 U.S.C. 1395dd)* that is within the capability of the emergency department of a Hospital, 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, as are required under section *1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)).*

Employer – Warren County Board of Commissioners.

EOB – see Explanation of Benefits (EOB).

Experimental or Investigational Services – 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 makes a determination regarding coverage in a particular case, are determined to be any of the following:

- not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use;
- subject to review and approval by any institutional review board for the proposed use (Devices which are FDA approved under the *Humanitarian Use Device* exemption are not considered to be Experimental or Investigational); or
- 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 Testing - examination of blood or other tissue for chromosomal and DNA abnormalities and alterations, or other expressions of gene abnormalities that may indicate an increased risk for developing a specific disease or disorder.

Health Statement(s) – a single, integrated statement that summarizes EOB information by providing detailed content on account balances and claim activity.

Home Health Agency – a program or organization authorized by law to provide health care services in the home.

Hospital – an institution, operated as required by law, which is:

- primarily engaged in providing health services, on an inpatient basis, for the acute care and treatment of sick or injured individuals. Care is provided through medical, mental health, substance related and addictive disorders, diagnostic and surgical facilities, by or under the supervision of a staff of Physicians; and

- has 24 hour nursing services.

A Hospital is not primarily a place for rest, Custodial Care or care of the aged and is not a Skilled Nursing Facility, convalescent home or similar institution.

Injury – bodily damage other than Sickness, including all related conditions and recurrent symptoms.

Inpatient Rehabilitation Facility – a long term acute rehabilitation center, a Hospital (or a special unit of a Hospital designated as an Inpatient Rehabilitation Facility) that provides rehabilitation services (including physical therapy, occupational therapy and/or speech therapy) on an inpatient basis, as authorized by law.

Inpatient Stay – an uninterrupted confinement, following formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility.

Intensive Behavioral Therapy (IBT) – outpatient behavioral/educational services that aim to reinforce adaptive behaviors, reduce maladaptive behaviors and improve the mastery of functional age appropriate skills in people with Autism Spectrum Disorders. Examples include *Applied Behavior Analysis (ABA), The Denver Model,* and *Relationship Development Intervention (RDI).*

Intensive Outpatient Treatment – a structured outpatient Mental Health or substance-related and addictive disorders treatment program that may be free-standing or Hospital-based and provides services for at least three hours per day, two or more days per week.

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 services provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance use disorder, condition, disease or its symptoms, 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~~ health care services 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, service extent, site and duration, and considered effective for your Sickness, Injury, Mental Illness, substance use disorder, disease or its symptoms.
- Not mainly for your convenience or that of your doctor or other health care provider.
- Not more costly than an alternative drug, service(s) service site or supply that is at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of your Sickness, Injury, disease or symptoms.

Generally Accepted Standards of Medical Practice are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. The Claims Administrator reserves the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within the Claims Administrator's sole discretion.

The Claims Administrator develops and maintains clinical policies that describe the *Generally Accepted Standards of Medical Practice* scientific evidence, prevailing medical standards and clinical guidelines supporting its determinations regarding specific services. These clinical policies (as developed by the Claims Administrator and revised from time to time), are available to Covered Persons on **www.myuhc.com** or by calling the number on your ID card, and to Physicians and other health care professionals on **www.~~UnitedHealthcareOnline~~** UHCprovider.com.

Medicare – Parts A, B, C and D of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

Mental Health Services - Covered Health Services for the diagnosis and treatment of those mental health or psychiatric categories that are listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or the *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a condition is listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.

~~**Mental Health Services** – Covered Health Services for the diagnosis and treatment of Mental Illnesses. The fact that a condition is listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.~~

Mental Health/Substance-Related and Addictive Disorders Administrator – the organization or individual designated by Warren County Board of Commissioners who provides or arranges Mental Health and Substance-Related and Addictive Disorders Services under the Plan.

Mental Illness – those mental health or psychiatric diagnostic categories listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a condition is listed in the current edition of the *International Classification of Diseases section on Mental and Behavioral Disorders* or *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.

~~**Mental Illness** – mental health or psychiatric diagnostic categories listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*, unless they are listed in Section 8, *Exclusions and Limitations*.~~

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-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.

Partial Hospitalization/Day Treatment – a structured ambulatory program that may be a free-standing or Hospital-based program and that provides services for at least 20 hours per week.

Participant – a full-time Participant of the Employer who meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*. A Participant must live and/or work in the United States.

Personal Health Support – programs provided by the Claims Administrator that focus on prevention, education, and closing the gaps in care designed to encourage an efficient system of care for you and your covered Dependents.

Personal Health Support Nurse – the primary nurse that UnitedHealthcare may assign to you if you have a chronic or complex health condition. If a Personal Health Support Nurse is assigned to you, this nurse will call you to assess your progress and provide you with information and education.

Pharmaceutical Product(s) – U.S. Food and Drug Administration (FDA)-approved prescription medications or products administered in connection with a Covered Health Service by a Physician.

~~**Pharmaceutical Products** – U.S. Food and Drug Administration (FDA)-approved prescription pharmaceutical products administered in connection with a Covered Health Service by a Physician or other health care provider within the scope of the provider's license, and not otherwise excluded under the Plan.~~

Physician – any Doctor of Medicine or Doctor of Osteopathy who is properly licensed and qualified by law.

Please note: Any podiatrist, dentist, psychologist, chiropractor, optometrist or other provider who acts within the scope of his or her license will be considered on the same basis as a Physician. The fact that a provider is described as a Physician does not mean that Benefits for services from that provider are available to you under the Plan.

Plan – The Warren County Board of Commissioners Medical Plan.

Plan Administrator – Warren County Board of Commissioners or its designee.

Plan Sponsor – Warren County Board of Commissioners.

Pregnancy – includes prenatal care, postnatal care, childbirth, and any complications associated with the above.

Presumptive Drug Test - test to determine the presence or absence of drugs or a drug class in which the results are indicated as negative or positive result.

Private Duty Nursing – nursing care that is provided to a patient on a one-to-one basis by licensed nurses in an inpatient or a home setting when any of the following are true:

- no skilled services are identified;
- 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; or

- the service is provided to a Covered Person by an independent nurse who is hired directly by the Covered Person or his/her family. This includes nursing services provided on an inpatient or a home-care basis, whether the service is skilled or non-skilled independent nursing.

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.

Residential Treatment – treatment in a facility which provides a program of effective Mental Health Services or Substance-Related and Addictive Disorders Services treatment. The facility meets all of the following requirements:

- it is established and operated in accordance with applicable state law for Residential Treatment programs;

- it provides a program of treatment under the active participation and direction of a Physician and approved by the Mental Health/Substance-Related and Addictive Disorders Administrator;

- it has or maintains a written, specific and detailed treatment program requiring full-time residence and full-time participation by the patient; and

- it provides at least the following basic services in a 24-hour per day, structured milieu:

  - room and board;
  - evaluation and diagnosis;
  - counseling; and
  - referral and orientation to specialized community resources.

A Residential Treatment facility that qualifies as a Hospital is considered a Hospital.

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. When this happens, you may experience

lower out-of-pocket amounts. Plan coinsurance and deductibles would still apply to the reduced charge. Sometimes Plan provisions or administrative practices conflict with the scheduled rate, and a different rate is determined by UnitedHealthcare. 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.

Skilled Nursing Facility – a nursing facility that is licensed and operated as required by law. A Skilled Nursing Facility that is part of a Hospital is considered a Skilled Nursing Facility for purposes of the Plan.

Spouse – an individual to whom you are legally married as by the recognized state of Ohio.

[redacted]

~~**Substance-Related and Addictive Disorders Services** – Covered Health Services for the diagnosis and treatment of alcoholism and substance-related and addictive disorders that are listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*, unless those services are specifically excluded. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Health Service.~~

Total Disability – a Participant's inability to perform all substantial job duties because of physical or mental impairment, or a Dependent's inability to perform the normal activities of a person of like age and gender.

Transitional Living – Mental Health Services/Substance-Related and Addictive Disorders Services that are provided through facilities, group homes and supervised apartments that provide 24-hour supervision that are either:

- sober living arrangements such as drug-free housing, alcohol/drug halfway houses. These are transitional, supervised living arrangements that provide stable and safe housing, an alcohol/drug-free environment and support for recovery. A sober living arrangement may be utilized as an adjunct to ambulatory treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery; or

- supervised living arrangements which are residences such as facilities, group homes and supervised apartments that provide members with stable and safe housing and the opportunity to learn how to manage their activities of daily living. Supervised living arrangements may be utilized as an adjunct to treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery.

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

To be designated as a UnitedHealth Premium[SM] 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 Program[SM] Physician or facility.

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 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), UnitedHealthcare and Warren County Board of Commissioners may, at their discretion, consider an otherwise Unproven Service to be a Covered Health Service for that Sickness or condition. Prior to such a consideration, UnitedHealthcare and Warren County Board of Commissioners must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or condition.

Urgent Care – care that requires prompt attention to avoid adverse consequences, but does not pose an immediate threat to a person's life. Urgent care is usually delivered in a walk-in setting and without an appointment. Urgent care facilities are a location, distinct from a hospital emergency department, an office or a clinic. The purpose is to diagnose and treat illness or injury for unscheduled, ambulatory patients seeking immediate medical attention.

Urgent Care Center – a facility that provides Covered Health Services that are required to prevent serious deterioration of your health, and that are required as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

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 I - HEALTH CARE REFORM NOTICES

Patient Protection and Affordable Care Act ("PPACA")

Patient Protection Notices

The Claims Administrator generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in the Claims Administrator's network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Claims Administrator at the number on the back of your ID card.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from the Claims Administrator or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in the Claims Administrator's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Claims Administrator at the number on the back of your ID card.

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.

ATTACHMENT III – NONDISCRIMINATION AND ACCESSIBILITY REQUIREMENTS

When the Plan uses the words "Claims Administrator" in this Attachment, it is a reference to United HealthCare Services, Inc., on behalf of itself and its affiliated companies.

The Claims Administrator on behalf of itself and its affiliated companies complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. UnitedHealthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Claims Administrator provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as: Qualified interpreters
- Information written in other languages

If you need these services, please call the toll-free member number on your health plan ID card, TTY 711 or the Plan Sponsor.

If you believe that the Claims Administrator has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing by mail or email with the Civil Rights Coordinator identified below. A grievance must be sent within 60 calendar days of the date that you become aware of the discriminatory action and contain the name and address of the person filing it along with the problem and the requested remedy.

A written decision will be sent to you within 30 calendar days. If you disagree with the decision, you may file an appeal within 15 calendar days of receiving the decision.

Claims Administrator Civil Rights Coordinator
United HealthCare Services, Inc. Civil Rights Coordinator UnitedHealthcare Civil Rights Grievance P.O. Box 30608 Salt Lake City, UT 84130 The toll-free member phone number listed on your health plan ID card, TTY 711 UHC_Civil_Rights@UHC.com

If you need help filing a grievance, the Civil Rights Coordinator identified above is available to help you.

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

ATTACHMENT IV – GETTING HELP IN OTHER LANGUAGES OR FORMATS

You have the right to get help and information in your language at no cost. To request an interpreter, call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711.

This letter is also available in other formats like large print. To request the document in another format, please call the toll-free member phone number listed on your health plan ID card, press 0. TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

Language	Translated Taglines
1. Albanian	Ju keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të kërkuar një përkthyes, telefononi në numrin që gjendet në kartën e planit tuaj shëndetësor, shtypni 0. TTY 711.
2. Amharic	ያለ ምንም ክፍያ በቋንቋዎ እርዳታና መረጃ የማግኘት መብት አላችሁ። አስተርጓሚ እንዲቀርብልዎ ከፈለጉ በጤና ፕላን መታወቂያዎት ላይ ባለው በተጻ መስመር ስልክ ቁጥር ይደውሉና 0ን ይጫኑ። TTY 711
3. Arabic	لك الحق في الحصول على المساعدة والمعلومات بلغتك دون تحمل أي تكلفة. لطلب مترجم فوري، اتصل برقم الهاتف المجاني الخاص بالأعضاء المدرج ببطاقة مُعرّف العضوية الخاصة بخطتك الصحية، واضغط على 0. الهاتف النصي (TTY) 711
4. Armenian	Թարգմանիչ պահանջելու համար, զանգահարե՛ք Ձեր առողջապահական ծրագրի ինքնության (ID) սոմսի վրա նշված անվճար Անդամների հեռախոսահամարով, սեղմե՛ք 0: TTY 711
5. Bantu-Kirundi	Urafise uburenganzira bwo kuronka ubufasha n'amakuru mu rurimi rwawe ku buntu. Kugira usabe umusemuzi, hamagara inomero ya telephone y'ubuntu yagenewe abanywanyi iri ku rutonde ku karangamuntu k'umugambi wawe w'ubuzima, fyonda 0. TTY 711
6. Bisayan-Visayan (Cebuano)	Aduna kay katungod nga mangayo og tabang ug impormasyon sa imong lengguwahe nga walay bayad. Aron mohangyo og tighubad, tawag sa toll-free nga numero sa telepono sa miyembro nga nakalista sa imong ID kard sa plano sa panglawas, pindota ang 0. TTY 711
7. Bengali-Bangala	অনুবাদকের অনুরোধ থাকলে, আপনার স্বাস্থ্য পরিকল্পনার আই ডি কার্ড এ তালিকাভূক্ত ও কর দিতে হবে না এমন টেলিফোন নম্বরে ফোন করুন। (০) শূণ্য চাপুন। TTY 711
8. Burmese	ကျန်ကျစရိတ်ပေးချေမှုမလိုဘဲ မိမိဘာသာစကားဖြင့် အကူအညီနှင့် သတင်းအချက်အလက်များ ကိုရယူနိုင်ပြုခြင်း သည်သင်၏အခွင့်အရေးဖြစ်သည်။ စကားပြန်တစ်ဦးတောင်းဆိုရန်သင်၏ကျန်းမာရေးအစီအစဉ် လက်မှတ်ပေါ်ရှိအသင်းဝင်များအတွက်အခမဲ့ဖုန်းလိုင်းသို့ခေါ်ဆိုပြီး 0 ကိုနှိပ်ပါ။ TTY 711

Language	Translated Taglines
9. Cambodian-Mon-Khmer	អ្នកមានសិទ្ធិទទួលជំនួយ និងព័ត៌មាន ជាភាសារបស់អ្នក អោយមិនអស់ថ្លៃ។ ដើម្បីស្នើសុំអ្នកបកប្រែ សូមទូរស័ព្ទទៅលេខឥតចេញថ្លៃ សំរាប់សមាជិក ដែលមានកត់នៅក្នុងប័ណ្ណ ID គំរោងសុខភាពរបស់អ្នក រួចហើយចុច 0។ TTY 711
10. Cherokee	Ꮎ ᎠᏎᏫ ᏈᏢ ᏧᏟᏃᏍᏗ ᏗᏎᏍᏗ ᏥᎪᏪᎳ ᏓᏥ ᏩᏁᏢ ᏉᏅ ᏈᎡ ᏗᏣᎪᏗ ᎠᏣᏍᏉᏗ ᏆᎾᏱᏍᏗᏓ, ᏧᏑᎰᏍᏓ 0. TTY 711
11. Chinese	您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請撥打您健保計劃會員卡上的免付費會員電話號碼，再按0。聽力語言殘障服務專線 711
12. Choctaw	Chim anumpa ya, apela micha nana aiimma yvt nan aivlli keyu ho ish isha hinla kvt chim aiivlhpesa. Tosholi ya asilhha chi hokmvt chi achukmaka holisso kallo iskitini ya tvli aianumpuli holhtena ya ibai achvffa yvt peh pila ho ish i paya cha 0 ombetipa. TTY 711
13. Cushite-Oromo	Kaffaltii male afaan keessaniin odeeffannoofi deeggarsa argachuuf mirga ni qabdu. Turjumaana gaafachuufis sarara bilbilaa kan bilisaa waraqaa eenyummaa karoora fayyaa keerratti tarreefame bilbiluun, 0 tuqi. TTY 711
14. Dutch	U heeft het recht om hulp en informatie in uw taal te krijgen zonder kosten. Om een tolk aan te vragen, bel ons gratis nummer die u op uw ziekteverzekeringskaart treft, druk op 0. TTY 711
15. French	Vous avez le droit d'obtenir gratuitement de l'aide et des renseignements dans votre langue. Pour demander à parler à un interprète, appelez le numéro de téléphone sans frais figurant sur votre carte d'affilié du régime de soins de santé et appuyez sur la touche 0. ATS 711.
16. French Creole-Haitian Creole	Ou gen dwa pou jwenn èd ak enfòmasyon nan lang natifnatal ou gratis. Pou mande yon entèprèt, rele nimewo gratis manm lan ki endike sou kat ID plan sante ou, peze 0. TTY 711
17. German	Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um einen Dolmetscher anzufordern, rufen Sie die gebührenfreie Nummer auf Ihrer Krankenversicherungskarte an und drücken Sie die 0. TTY 711
18. Greek	Έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να ζητήσετε διερμηνέα, καλέστε το δωρεάν αριθμό τηλεφώνου που βρίσκεται στην κάρτα μέλους ασφάλισης, πατήστε 0. TTY 711

Language	Translated Taglines
19. Gujarati	તમને વિના મૂલ્યે મદદ અને તમારી ભાષામાં માહિતી મેળવવાનો અધિકાર છે. દુભાષિયા માટે વિનંતી કરવા, તમારા હેલ્થ પ્લાન ID કાર્ડ પરની સૂચીમાં આપેલ ટોલ-ફ્રી મેમ્બર ફોન નંબર ઉપર કોલ કરો, 0 દબાવો. TTY 711
20. Hawaiian	He pono ke kōkua ʻana aku iā ʻoe ma ka maopopo ʻana o kēia ʻike ma loko o kāu ʻōlelo pono'ī me ka uku ʻole ʻana. E kamaʻilio ʻoe me kekahi kanaka unuhi, e kāhea i ka helu kelepona kāki ʻole ma kou kāleka olakino, a e kaomi i ka helu 0. TTY 711.
21. Hindi	आप के पास अपनी भाषा में सहायता एवं जानकारी नि:शुल्क प्राप्त करने का अधिकार है। दुभाषिए के लिए अनुरोध करने के लिए, अपने हैल्थ प्लान ID कार्ड पर सूचीबद्ध टोल-फ्री नंबर पर फ़ोन करें, 0 दबाएं। TTY 711
22. Hmong	Koj muaj cai tau kev pab thiab tau cov ntaub ntawv sau ua koj hom lus pub dawb. Yog xav tau ib tug neeg txhais, hu tus xov tooj rau tswv cuab hu dawb uas sau muaj nyob ntawm koj daim yuaj them nqi kho mob, nias 0. TTY 711.
23. Ibo	Inwere ikike inweta enyemaka nakwa ịmụta asụsụ gị n'efu n'akwụghị ụgwọ. Maka ịkpọtụrụ onye nsụgharị okwu, kpọọ akara ekwentị nke dị nákwụkwọ njirimara gị nke emere maka ahụike gị, pịa 0. TTY 711.
24. Ilocano	Adda karbengam nga makaala ti tulong ken impormasyon iti pagsasaom nga libre. Tapno agdawat iti maysa nga agipatarus, tumawag iti toll-free nga numero ti telepono nga para kadagiti kameng nga nakalista ayan ti ID card mo para ti plano ti salun-at, ipindut ti 0. TTY 711
25. Indonesian	Anda berhak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa dikenakan biaya. Untuk meminta bantuan penerjemah, hubungi nomor telepon anggota, bebas pulsa, yang tercantum pada kartu ID rencana kesehatan Anda, tekan 0. TTY 711
26. Italian	Hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per richiedere un interprete, chiama il numero telefonico verde indicato sulla tua tessera identificativa del piano sanitario e premi lo 0. Dispositivi per non udenti/TTY: 711

Language	Translated Taglines
27. Japanese	ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳をご希望の場合は、医療プランのID カードに記載されているメンバー用のフリーダイヤルまでお電話の上、0を押してください。TTY専用番号は711です。
28. Karen	[illegible] 0 [illegible].TTY 711
29. Korean	귀하는 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 통역사를 요청하기 위해서는 귀하의 플랜 ID카드에 기재된 무료 회원 전화번호로 전화하여 0번을 누르십시오. TTY 711
30. Kru- Bassa	Ni gwe kunde I bat mahola ni mawin u hop nan nipehmes be to dolla. Yu kwel ni Kobol mahop seblana, soho ni sebel numba I ni tehe mu I ticket I docta I nan, bep 0. TTY 711
31. Kurdish-Sorani	مافەی ئەوەت هەیە کە بێبەرامبەر، یارمەتی و زانیاری پێویست بە زمانی خۆت وەرگریت. بۆ داواکردنی وەرگێڕێکی زارەکی، پەیوەندی بکە بە ژمارە تەلەفۆنی نووسراو لەناو ئای دی کارتی پیناسەیی پلانی تەندروستی خۆت و پاشان 0 داگرە .TTY 711
32. Laotian	ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼືອແລະຂໍ້ມູນຂ່າວສານທີ່ເປັນພາສາຂອງທ່ານບໍ່ມີຄ່າໃຊ້ຈ່າຍ. ເພື່ອຂໍຮ້ອງນາຍພາສາ,ໂທຟຣີຫາຫມາຍເລກໂທລະສັບສໍາລັບສະມາຊິກທີ່ໄດ້ລະບຸໄວ້ໃນບັດສະມາຊິກຂອງທ່ານ,ກົດເລກ 0. TTY 711
33. Marathi	आपल्याला आपल्या भाषेत विनामूल्य मदत आणि माहिती मिळण्याचा अधिकार आहे. दूभाषकास विनंती करण्यासाठी आपल्या आरोग्य योजना ओळखपत्रावरील सूचीबध्द केलेल्या सदस्यास विनामूल्य फोन नंबरवर संपर्क करण्यासाठी दाबा 0. TTY 711
34. Marshallese	Eor aṃ maroñ ñan bok jipañ im meļeļe ilo kajin eo aṃ ilo ejjeļọk wōṇāān. Ñan kajjitōk ñan juon ri-ukok, kūrļok nōṃba eo eṃōj an jeje ilo kaat in ID in karōk in ājmour eo aṃ, jiped 0. TTY 711
35. Micronesian-Pohnpeian	Komw ahneki manaman unsek komwi en alehdi sawas oh mengihtik ni pein omwi tungoal lokaia ni soh isepe. Pwen peki sawas en soun kawehweh, eker delepwohn nempe ong towehkan me soh isepe me ntingihdi ni pein omwi doaropwe me pid koasoandi en kehl, padik 0. TTY 711.

Language	Translated Taglines
36. Navajo	T'áá jíík'eh doo bą́ą́h 'alínígóó bee baa hane'ígíí t'áá ni nizaád bee niká'e'eyeego bee ná'ahoot'i'. 'Ata' halne'í ła yíníkeedgo, ninaaltsoos nit['iz7 'ats'77s bee baa'ahay1 bee n44hozin7g77 bik11' b44sh bee hane'7 t'11 j77k'eh bee hane'7 bik1'7g77 bich'8' hodíilnih dóó 0 bił 'adidíílchił. TTY 711
37. Nepali	तपाईंले आफ्नो भाषामा निःशुल्क सहयोग र जानकारी प्राप्त गर्ने अधिकार तपाईसँग छ। अनुवादक प्राप्त गरीपाऊँ भनी अनुरोध गर्न, तपाईको स्वास्थ्य योजना परिचय कार्डमा सूचीकृत टोल-फ्री सदस्य फोन नम्बरमा सम्पर्क गर्नुहोस्, 0 थिच्नुहोस्। TTY 711
38. Nilotic-Dinka	Yin nɔŋ löŋ bë yi kuɔny në wërëyic de thöŋ du äbac ke cin wëu tääue ke piny. Äcän bä ran yë kɔc ger thok thiëëc, ke yin cɔl nämba yene yup abac de ran töŋ ye kɔc wäär thok tɔ në ID kat duön de pänakim yic, thäny 0 yic. TTY 711.
39. Norwegian	**Du har rett til å få gratis hjelp og informasjon på ditt eget språk. For å be om en tolk, ring gratisnummeret for medlemmer som er oppført på helsekortet ditt og trykk 0. TTY 711**
40. Pennsylvania Dutch	Du hoscht die Recht fer Hilf unn Information in deine Schprooch griege, fer nix. Wann du en Iwwersetzer hawwe willscht, kannscht du die frei Telefon Nummer uff dei Gesundheit Blann ID Kaarde yuuse, dricke 0. **TTY 711**
41. Persian-Farsi	شما حق دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید. برای درخواست مترجم شفاهی با شماره تلفن رایگان قید شده در کارت شناسایی برنامه بهداشتی خود تماس حاصل نموده و 0 را فشار دهید. TTY 711
42. Punjabi	ਤੁਹਾਡੇ ਕੋਲ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਅਤੇ ਜਾਣਕਾਰੀ ਮੁਫ਼ਤ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਭਾਸ਼ੀਏ ਲਈ ਤੁਹਾਡੇ ਹੈਲਥ ਪਲਾਨ ਆਈਡੀ ਦਿੱਤੇ ਗਏ ਟਾੱਲ ਫ੍ਰੀ ਮੈਂਬਰ ਫ਼ੋਨ ਨੰਬਰ ਟੀਟੀਵਾਈ 711 ਤੇ ਕਾੱਲ ਕਰੋ, 0 ਦੱਬੋ।
43. Polish	Masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Po usługi tłumacza zadzwoń pod bezpłatny numer umieszczony na karcie identyfikacyjnej planu medycznego i wciśnij 0. TTY 711
44. Portuguese	Você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para solicitar um intérprete, ligue para o número de telefone gratuito que consta no cartão de ID do seu plano de saúde, pressione 0. TTY 711
45. Romanian	Aveţi dreptul de a obţine gratuit ajutor şi informaţii în limba dumneavoastră. Pentru a cere un interpret, sunaţi la numărul de telefon gratuit care se găseşte pe cardul dumneavoastră de sănătate, apăsaţi pe tasta 0. TTY 711

Language	Translated Taglines
46. Russian	Вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы подать запрос переводчика позвоните по бесплатному номеру телефона, указанному на обратной стороне вашей идентификационной карты и нажмите 0. Линия TTY 711
47. Samoan-Fa'asamoa	E iai lou āiā tatau e maua atu ai se fesoasoani ma fa'amatalaga i lau gagana e aunoa ma se totogi. Ina ia fa'atalosagaina se tagata fa'aliliu, vili i le telefoni mo sui e le totogia o loo lisi atu i lau peleni i lau pepa ID mo le soifua maloloina, oomi le 0. TTY 711.
48. Serbo-Croation	Imate pravo da besplatno dobijete pomoć i informacije na Vašem jeziku. Da biste zatražili prevodioca, nazovite besplatni broj naveden na iskaznici Vašeg zdravstenog osiguranja i pritisnite 0. TTY 711.
49. Spanish	Tiene derecho a recibir ayuda e información en su idioma sin costo. Para solicitar un intérprete, llame al número de teléfono gratuito para miembros que se encuentra en su tarjeta de identificación del plan de salud y presione 0. TTY 711
50. Sudanic-Fulfulde	Dum hakke maaɗa mballeɗaa kadin keɓaa habaru nder wolde maaɗa naa maa a yoɓii. To a yiɗi pirtoowo, noddu limngal mo telefol caahu limtaaɗo nder kaatiwol ID maaɗa ngol njamu, nyo"u 0. TTY 711.
51. Swahili	Una haki ya kupata msaada na taarifa kwa lugha yako bila gharama. Kuomba mkalimani, piga nambariya wanachama ya bure iliyoorodheshwa kwenye TAM ya kadi yako ya mpango wa afya, bonyeza 0. TTY 711
52. Syriac-Assyrian	ܐܝܬ ܠܟ ܙܟܘܬܐ ܕܬܫܡܫ ܒܠܫܢܟ ܕܐܡ ܐܢܬ ܒܥܐ ܠܡܬܪܓܡܢܐ ܕܐܝܢ ܕܬܨܠ ܠܡܣܦܪ ܕܛܠܦܘܢ ܕܚܢܡ ܕܟܬܘܒ ܥܠ ܟܪܛܝܣ ܕܗܘܝܬ ܐܝܕܟ ܘܠܚܘܢ 0. TTY 711
53. Tagalog	May karapatan kang makatanggap ng tulong at impormasyon sa iyong wika nang walang bayad. Upang humiling ng tagasalin, tawagan ang toll-free na numero ng telepono na nakalagay sa iyong ID card ng planong pangkalusugan, pindutin ang 0. TTY 711
54. Telugu	ఎలాంటి ఖర్చు లేకుండా మీ భాషలో సాయంబు మరియు సమాచార పొంద డానికి మీకు హక్కు ఉంది. ఒకవేళ దుబాషి కావాలంటే, మీ హెల్త్ ప్లాన్ ఐడి కార్డు మీద జాబితా చేయబడ్డ టోల్ ఫ్రీ నెంబరుకు ఫోన్ చేసి, 0 ప్రెస్ చేస్కో. TTY 711

Language	Translated Taglines
55. Thai	คุณมีสิทธิที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของคุณได้โดยไม่มีค่าใช้จ่าย หากต้องการขอล่ามแปลภาษา โปรดโทรศัพท์ถึงหมายเลขโทรฟรีที่อยู่บนบัตรประจำตัวสำหรับแผนสุขภาพของคุณ แล้วกด 0 สำหรับผู้ที่มีความบกพร่องทางการได้ยินหรือการพูด โปรดโทรฯถึงหมายเลข 711
56. Tongan-Fakatonga	'Oku ke ma'u 'a e totonu ke ma'u 'a e tokoni mo e 'u fakamatala 'i ho'o lea fakafonua ta'etotongi. Ke kole ha tokotaha fakatonulea, ta ki he fika telefoni ta'etotongi ma'ae kau memipa 'a ee 'oku lisi 'I ho'o kaati ID ki ho'o palani ki he mo'uilelei, Lomi'I 'a e 0. TTY 711
57. Trukese (Chuukese)	Mi wor omw pwung om kopwe nounou ika amasou noum ekkewe aninis ika toropwen aninis nge epwe awewetiw non kapasen fonuom, ese kamo. Ika ka mwochen tungoren aninisin chiakku, kori ewe member nampa, ese pwan kamo, mi pachanong won an noum health plan katen ID, iwe tiki "0". Ren TTY, kori 711.
58. Turkish	Kendi dilinizde ücretsiz olarak yardım ve bilgi alma hakkınız bulunmaktadır. Bir tercüman istemek için sağlık planı kimlik kartınızın üzerinde yer alan ücretsiz telefon numarasını arayınız, sonra 0'a basınız. TTY (yazılı iletişim) için 711
59. Ukrainian	У Вас є право отримати безкоштовну допомогу та інформацію на Вашій рідній мові. Щоб подати запит про надання послуг перекладача, зателефонуйте на безкоштовний номер телефону учасника, вказаний на вашій ідентифікаційній карті плану медичного страхування, натисніть 0. TTY 711
60. Urdu	آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ کسی ترجمان سے بات کرنے کے لئے، ٹول فری ممبر فون نمبر پر کال کریں جو آپ کے ہیلتھ پلان آئی ڈی کارڈ پر درج ہے، 0 دبائیں۔ TTY 711
61. Vietnamese	Quý vị có quyền được giúp đỡ và cấp thông tin bằng ngôn ngữ của quý vị miễn phí. Để yêu cầu được thông dịch viên giúp đỡ, vui lòng gọi số điện thoại miễn phí dành cho hội viên được nêu trên thẻ ID chương trình bảo hiểm y tế của quý vị, bấm số 0. TTY 711
62. Yiddish	איר האט די רעכט צו באקומען הילף און אינפארמאציע אין אייער שפראך פריי פון אפצאל. צו פארלאנגען א דאלמעטשער, רופט דעם טאל פרייע מעמבער טעלעפאן נומער וואס שטייט אויף אייער העלט פלאן ID קארטל , דרוקט 0. TTY 711
63. Yoruba	O ní ẹtọ lati rí iranwọ àti ìfitónilétí gbà ní èdè rẹ láìsanwó. Láti bá òǵbufọ kan sọrọ, pè sórí nọmbà ẹrọ ibánisọrọ láisanwó ibodè ti a tò sóri kádi idánimọ ti ètò ilera rẹ, tẹ '0'. TTY 711

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0986 *Adopted Date* July 30, 2019

APPROVE ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC FOR THE DESIGN OF THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County"), recognizing the need to construct improvements to the Sycamore Trails Wastewater Treatment Plant, directed the Warren County Water and Sewer Department on September 4, 2018, through Resolution 18-1392, to issue a Request for Qualifications for the aforestated improvements; and

WHEREAS, this Board through a public work session on April 2, 2019, adopted Resolution 19-0377 directing the Warren County Sanitary Engineer to enter into negotiations with Strand Associates, Inc., the top ranked firm; and

WHEREAS, Strand Associates, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Strand Associates Inc. for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.

2. Compensations shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: c/a – Strand Associates Inc.
Water/Sewer (file)
Project File

ENGINEERING AGREEMENT
SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and STRAND ASSOCIATES, INC., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for upgrades to the Sycamore Trails Wastewater Treatment Plant (WWTP) in accordance with **Attachment 1–Scope of Services**.

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

NOW, THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

I. SCOPE OF SERVICES

See Attachment - **Attachment 1–Scope of Services**
The Scope of Services for this agreement includes on Task 1: Data Collection and Review Services and Task 2: Preliminary Design Report Services. The County may amend the agreement to include design and construction-related services.

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.

2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge. Consultant shall be able to reasonably rely on the information provided for the project.

3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for

such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.

5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in the scope of services and/or compensation relative thereto must be upon written authorization of the County.

2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with **Attachment 2–Current Fee Schedule**.

3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing services under this Agreement.

4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall be in accordance with **Attachment 3–Compensation by Task**.

   Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant. If payment is not made within 30 days the Consultant may, at their option, assess a one percent per month carrying charge.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files. The County's reuse of any

project documents for purposes other than related to this project shall be at the County's sole risk and without liability to the Consultant.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed will be in accordance with **Attachment 4–Proposed Schedule.**

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.

2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of services herein.

3. Special field investigations not specifically included in the scope of services herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.

5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service. The services will be provided through an amendment signed by both parties.

VII. INSURANCE

Prior to the commencement of any services, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability coverage with limits of $1,000,000 per occurrence and $2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars ($1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant 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. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the services under this Agreement, except for professional liability and workers compensation insurance, and providing that such insurance is primary to any liability insurance carried by the County.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

VIII. INDEMNIFICATION

Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the negligence of Consultant, its agents, employees, licensees, contractors, or

subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's applicable standards, principles, and comply with applicable professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form *1099-MISC* to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder

shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County 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.

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

XVI. WAIVER

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

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Strand Associates, Inc.
Attn: Mac McCauley, P.E.
615 Elsinore Place, Suite 320
Cincinnati, Ohio 45202
(513) 861-5600

XVIII. TERMINATION

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 non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Strand Associates, Inc, has caused this agreement to be executed by Joseph M. Bunker, its Corporate Secretary, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

STRAND ASSOCIATES, INC.

SIGNATURE: Joseph M Bunker

PRINTED NAME: Joseph M. Bunker

TITLE: Corporate Secretary

DATE: 7/5/19

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 19-0986, dated 7/30/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7-30-19

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Assistant Prosecutor

Attachment 1–Scope of Services

The Scope of Services is as follows:

Task 1–Data Collection and Review Services

1. Provide a request for information to the County prior to kickoff meeting.

2. Review effluent water quality information, effluent limitation information, and existing facility drawings.

3. Participate in a kickoff meeting with the County to discuss the design scope and schedule, objectives for the project, communication preferences, extents of the alternative analysis, operational needs, field services and utility coordination, permitting, and other project issues. Define and identify alternatives. This meeting will be held at County offices and will conclude with a tour of the wastewater treatment plant (WWTP).

4. Conduct a topographic site survey of the existing WWTP, including the area inside of the fence and along the access drive. Collect elevations of existing treatment process tank walls, weirs, accessible pipe inverts, and tank depths. Conduct a topographic site survey of an additional 0.386 acres on the adjacent Sycamore Trails Neighborhood Association common area parcel. Gather additional information for the preparation of bidding documents.

5. Locate the existing property pins along the north boundary of the WWTP parcel.

Task 2– Preliminary Design Report Services

1. Develop design criteria. Peaking factors of 4.0 and 5.0 will be used for alternatives evaluation.

2. Prepare a process flow diagram and hydraulic profile of the existing WWTP.

3. Evaluate the following alternatives for upgrades to the WWTP.

    a. Equalization–Evaluate need and, if needed, determine location, sizing, and configuration.

    b. Screening–Determine location, sizing, and configuration of new screening facilities.

    c. Surge, Aeration, and Clarifier Tanks–Evaluate modifications and repairs to existing tanks versus demolition and replacement with new aeration tanks.

    d. Chemical Phosphorus Removal (CPR)–Evaluate location, sizing, and configuration of CPR facilities. Evaluate interior or exterior location for bulk storage tank.

    e. Blower Building–Determine location, sizing, and configuration of new building for blower room, electrical room, and operations room. Evaluate locating the blowers within the new building versus locating the blowers outside in noise-reducing enclosures.

f. Chain and Flight Clarifiers–Evaluate demolition versus repurposing.

g. Upflow Clarifier–Evaluate demolition versus repurposing.

h. Secondary Clarifiers–Determine location, sizing, and configuration of new clarifiers and associated scum removal facilities.

i. Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) Pumping–Determine location, sizing, and configuration of new RAS and WAS pumping. Evaluate reuse of existing tanks. Evaluate arrangement of pumps, valves, flow meters, and piping.

j. Metering and Dosing Tank–Evaluate increasing metering capacity or providing a new effluent flow meter.

k. Tertiary Sand Filters–Evaluate abandonment or demolition if the Ohio Environmental Protection Agency (OEPA) allows. If not allowed, evaluate extent of piping and media replacement versus replacement with disc filter equipment.

l. Disinfection–Evaluate whether OEPA will require increasing tank volume for disinfection contact time. If so, determine extents of modifications. Evaluate continued use of chlorine tablets versus using sodium hypochlorite for disinfection.

m. Post-Aeration–Evaluate the need for post-aeration and, if needed, determine location, sizing, and configuration of post-aeration facilitates.

n. Sludge Holding Tank–Determine location, sizing, and configuration of new aeration/mixing equipment and new decant equipment in the existing tanks.

o. Sludge Drying Beds–Include demolition in project scope.

4. Correspond with OEPA regarding construction sequencing, reduced treatment capacity during construction, and the permit modification and review process.

5. Prepare a preliminary review of the existing electric demand, comparison to available capacity from the electric utility, and anticipated demand after the upgrades project. Correspond with the electric utility regarding demands, capacity, and the possibility of modifying the service entrance supply voltage from 240-Volt/3 Phase to 480-Volt/3 Phase.

6. Develop opinion of probable capital and operating costs for each alternative. Calculate a 20-year present worth life cycle cost.

7. Develop a non-economic evaluation for each alternative.

8. Prepare a brief report outlining the alternatives and analysis and submit to County for review.

9. Conduct a meeting with County to review the alternatives.

10. Revise brief report with County's comments and include the following preliminary design parameters for the selected alternative:

    a. Structure and equipment naming convention and numbering system.

    b. General process description and layout, preliminary design parameters, structure and equipment improvements, OEPA requirements, and discussion of construction sequencing.

    c. Building codes, structural design criteria, geotechnical considerations, process and mechanical plumbing design standards, fire protection system types and requirements, and heating, ventilation, and air conditioning (HVAC) design standards.

    d. Architectural and structural improvements, electrical distribution and lighting improvements, and HVAC improvements.

    e. Opinion of probable project cost.

11. Provide two hard copies and one electronic copy of the final report to County.

The following additional tasks will be completed if authorized by the County

Easement Services

1. Provide plat map and legal metes and bounds description, prepared by a licensed surveyor, to be used in future easement agreement prepared by County.

Property Transfer Documentation Services

1. Provide plat map and legal metes and bounds description prepared by a licensed surveyor for the property transfer of 0.386 acres, to be used in a future purchase agreement prepared by County.

2. Correspond with the Warren County Tax Map office.

3. Set property pins at the new property corners according to the plat map and legal metes and bounds description.

Information Provided by the Warren County Water and Sewer Department

The County shall provide available record drawings, specifications, manuals, and other documentation on the existing WWTP. The County shall also provide effluent monitoring and sampling data for the past three years.

Attachment 2–Current Fee Schedule

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.15. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Principal Engineer (P.E.)	$325-$427
Senior Project Manager (P.E)	$198-$284
Project Manager (P.E.)	$121-$203
Project Engineers and Scientists	$ 90-$122
Engineering Technicians and Draftspersons	$ 51-$160
Administrative	$103 Average

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%

Attachment 3–Compensation by Task

Compensation

Services will be provided according to the following table. Fees for additional services will be established by an amendment to this Agreement.

Service	Fee
Task No. 1–Data Collection and Review Services	$28,000
Task No. 2–Preliminary Design Report Services	$44,000
Total	**$72,000**
If-Authorized–Easement Services	$ 4,800
If-Authorized–Property Transfer Documentation Services	$ 9,300

Attachment 4–Proposed Schedule

Project Schedule

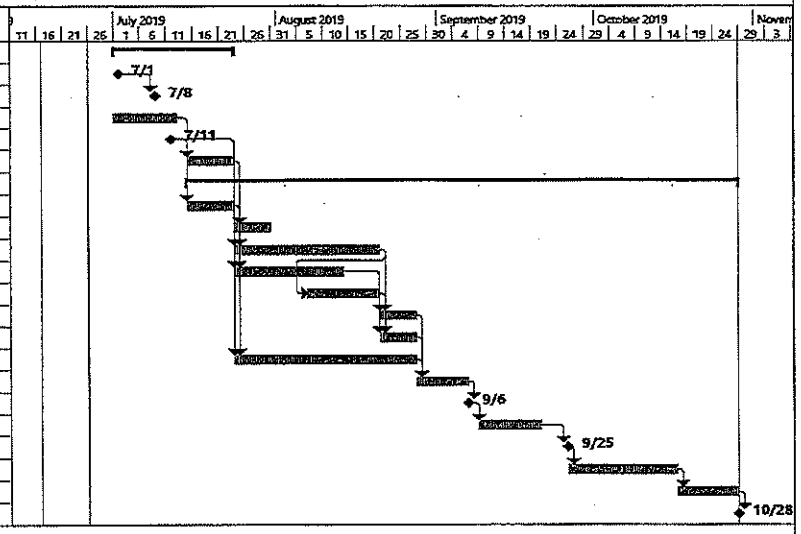
This project can begin immediately upon execution of an Engineering Services Agreement. Completion is by October 31, 2019, in accordance with the preliminary schedule Gantt chart below.

Strand Associates, Inc.

Sycamore Trails WWTP Preliminary Schedule
Warren County Water & Sewer Department

Wed 6/26/19

ID	Task Mode	Task Name	Start	Finish	Duration
1		**Task 1 - Data Collection and Review**	Mon 7/1/19	Tue 7/23/19	17 days
2		Notice to Proceed	Mon 7/1/19	Mon 7/1/19	1 day
3		RFI to County	Mon 7/8/19	Mon 7/8/19	1 day
4		Review Existing Documents	Mon 7/1/19	Fri 7/12/19	2 wks
5		Kickoff Meeting	Thu 7/11/19	Thu 7/11/19	1 day
6		Topo Survey	Mon 7/15/19	Tue 7/23/19	7 days
7		**Task 2 - Preliminary Design Report**	Mon 7/15/19	Mon 10/28/19	76 days
8		Develop Design Criteria	Mon 7/15/19	Tue 7/23/19	7 days
9		Process Flow Diagram and Hydraulic Profile	Wed 7/24/19	Tue 7/30/19	1 wk
10		Alternative Review	Wed 7/24/19	Tue 8/20/19	4 wks
11		OEPA Coordination	Wed 7/24/19	Tue 8/13/19	3 wks
12		Electric Review	Wed 8/7/19	Tue 8/20/19	2 wks
13		OPCC with NPW	Wed 8/21/19	Tue 8/27/19	1 wk
14		Non-economic Evaluation	Wed 8/21/19	Tue 8/27/19	1 wk
15		Prepare Draft Letter Report	Wed 7/24/19	Tue 8/27/19	5 wks
16		QC Review and Address Comments	Wed 8/28/19	Fri 9/6/19	8 days
17		Deliver Draft Report	Fri 9/6/19	Fri 9/6/19	0 days
18		County Review	Mon 9/9/19	Fri 9/20/19	2 wks
19		Review Meeting with County	Wed 9/25/19	Wed 9/25/19	1 day
20		Final Letter Report, including Preliminary Design Summary	Thu 9/26/19	Wed 10/16/19	3 wks
21		QC Review and Address Comments	Thu 10/17/19	Mon 10/28/19	8 days
22		Deliver Final Report	Mon 10/28/19	Mon 10/28/19	1 day



Project: 4640.001 Schedule.mpp
Date: Wed 6/26/19

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1

AFFIDAVIT OF NON COLLUSION

STATE OF WISCONSIN
COUNTY OF DANE

I, Joseph M. Bunker, holding the title and position of Corporate Secretary at the firm Strand Associates, 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.

Joseph M Bunker
AFFIANT

Subscribed and sworn to before me this 22nd day of July 20 19

Rachela Frieders
(Notary Public),

Dane County.

My commission expires March 21 20 21

RACHEL A. FRIEDERS NOTARY PUBLIC STATE OF WISCONSIN

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0987 *Adopted Date* July 30, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

BE IT RESOLVED, to authorize County Administrator to sign the Andrew Farlaino schedule change Memorandum of Understanding on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: C/A – Warren County Dispatch Association
Emergency Services (file)
T. Zindel
S. Spencer

WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES
520 JUSTICE DRIVE
LEBANON, OHIO 45036

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Warren County (Employer) and Andrew Farlaino (Employee) and the Warren County Dispatcher Association (WCDA) and relates to a schedule change outside of the normal shift bid process.

Whereas, the Employee has had some life event changes; and

Whereas the Employee has elected to forego their preferred shift bid selection of day shift 0800-2000 hours for the rest of the 2019 year and work the least preferred shift, 2000-0800 hours; and

Now therefore, the parties agree as follows:

1. The Employee will work the newly agreed upon shift 2000-0800 with the same rotating days as the current schedule until the next available shift bid process.
2. The Employee and the County agree that nothing in this agreement shall set a precedent for future matters between the parties.
3. The Employer has the right to change the employee's shift for operational reasons.

7-22-19 — Employee — Date

7-22-19 — WCDA — Date

7-30-19 — County — Date

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0988 *Adopted Date* July 30, 2019

WAIVE PERMIT FEE FOR MORROW CHURCH OF CHRIST IN SALEM TOWNSHIP

BE IT RESOLVED, to waive the permit fee for Morrow Church of Christ (dba Little Miami Christian Church) located at 6140 Ludlum Road in Salem Township, Warren County, Ohio for the construction of a 24' x 48' picnic shelter/storage building; and

BE IT FURTHER RESOLVED, that Morrow Church of Christ be responsible for the surcharge from the State of Ohio.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

tao/

cc: Gerry Wallace, P.O. Box 174 Morrow, Ohio 45152
Building Dept. (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0989 *Adopted Date* July 30, 2019

AWARD THE BID FOR THE ACCESSIBLE 4-STATION VOTING BOOTHS FOR THE WARREN COUNTY BOARD OF ELECTIONS

WHEREAS, bids were closed at 9:00 a.m., July 17, 2019, and bids were received, opened and read aloud for the Accessible 4-Station Voting Booths for the Board of Elections and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bid by Brian Sleeth, Warren County Director of Elections, Inclusion Solutions, has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Director of Elections, that bid be awarded to Inclusion Solutions, 2000 Greenleaf St., Evanston, Illinois, for a total sale price of $$100,675.26.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH/

cc: c/a—Inclusion Solutions
Board of Elections (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0990 *Adopted Date* July 30, 2019

ENTER INTO CONTRACT WITH SEYFERTH BUILDING CO. FOR THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT

WHEREAS, pursuant to Res. 19-0918, adopted July 16, 2019, this Board approved a Notice of Intent to Award Bid for the Lower Little Miami WWTP Sewer Maintenance Building Project to Seyferth Building Co., for a total bid price of $3,024,300.00; 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 Seyferth Building Co., 6399 Morgan Road, Cleves, Ohio, for a total contract price of $3,024,300.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: c/a—Seyferth Building Co.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 30th day of July, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Seyferth Building Co., 6399 Morgan Road, Cleves, Ohio** 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:

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT

hereinafter called the project, for the sum of **$3,024,300.00, three million, twenty four thousand and three hundred dollars**, and all work in connection therewith, under the terms as stated in the 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 the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS
VOLUME I
SECTION 00040 - INVITATION TO BIDDERS
SECTION 00100 – BID PROPOSAL
SECTION 00120 - EXCEPTION SHEET
SECTION 00130 - BIDDER IDENTIFICATION
SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS
SECTION 00220 - NONCOLLUSION AFFIDAVIT
SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS
SECTION 00260 - BID GUARANTY AND CONTRACT BOND
SECTION 00280 - PERFORMANCE BOND
SECTION 00300 - EXPERIENCE STATEMENT
SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX
SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT
SECTION 00400 - CONTRACT
SECTION 00500 - WAGE RATE DETERMINATION
SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
SECTION 00730 - TECHNICAL SPECIFICATIONS

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:

a. Substantial completion shall be within 240 days from Notice to Proceed.

b. Final completion, site restoration work complete, and Contract Closeout shall be within 270 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of $1,000.00 for each consecutive calendar day thereafter.

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 attorneys 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 Provisions 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

ATTEST:

David G. Young

Name

Tom Grossmann

(Seal)
ATTEST:

SEYFERTH BUILDING CO.
(Contractor)

By: _____
Name Douglas G. Seyforth

President
Title

Approved as to Form:

Assistant Prosecutor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0991 *Adopted Date* July 30, 2019

POST FOR RE-BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WARREN COUNTY BOARD OF ELECTIONS

WHEREAS, on July 23, 2019, a bid opening was held for the Sale of Various Scrap Metal for the Warren County Board of Elections; and

WHEREAS, there were no bids received for said project and must now be re-bid; and

NOW BE IT FURTHER RESOLVED, to post for re-bid of the Sale of Various Scrap Metal for the Warren County Board of Elections, bid opening to be August 27, 2019 @ 10:00 a.m.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: Board of Elections (file)
OMB bid file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0992 *Adopted Date* July 30, 2019

POST FOR RE-BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, on July 25, 2019, a bid opening was held for the Sale of Various Scrap Metal for the Water and Sewer Department; and

WHEREAS, there were no bids received for said project and must now be re-bid; and

NOW BE IT FURTHER RESOLVED, to post for re-bid of the Sale of Various Scrap Metal for the Water and Sewer Department, bid opening to be August 29, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0993 *Adopted Date* July 30, 2019

REJECT BIDS RECEIVED FOR THE WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM PROJECT AND SET AND ADVERTISE FOR THE RE-BID FOR THE WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM PROJECT

WHEREAS, bids were received and closed at 9:15 A.M., July 16, 2019, for the Warren County Government Campus Paging System Project; and

WHEREAS, the bidder was not able to comply with all of the requirements and it is necessary to reject the bids and rebid said project; and

NOW THEREFORE BE IT RESOLVED, to reject the bids received for the Warren County Government Campus Paging System Project; and

BE IT FURTHER RESOLVED, that said project shall be re-bid on August 27, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH/

cc: Facilities Management (file)
OMB Bid File

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0994 *Adopted Date* July 30, 2019

SET PUBLIC HEARING FOR REZONING APPLICATION OF RIDGEVIEW LLC, CHERYL KOLB, MANAGING MEMBER, (CASE # 2019-03) TO REZONE APPROXIMATELY 125.42 ACRES FROM LIGHT INDUSTRIAL ZONE "L1" TO SINGLE-FAMILY RESIDENTIAL ZONE "R1" IN TURTLECREEK AND UNION TOWNSHIPS

BE IT RESOLVED, to set a public hearing for the rezoning application of Ridgeview LLC, Cheryl Kolb, Managing Member, (Case # 2019-03) to rezone approximately 125.42 acres (Parcel ID 12212000012 & 12212000011) located at 2521 South US RT 42 in Turtlecreek and Union Townships from Light Industrial Zone "L1" to Single-Family Residential Zone "R1"; said public hearing to be held August 20, 2019, at 9:30 a.m. in the County Commissioners Meeting Room; and

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

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Property Owner
Agent
Township Trustees

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0995 *Adopted Date* July 30, 2019

AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH BIS DIGITAL, INC. FOR DIGITAL RECORDING SYSTEMS AND MAINTENANCE FOR THE WARREN COUNTY PROSECUTOR'S OFFICE

WHEREAS, this Board of County Commissioners (the "Board") on behalf of the Warren County Prosecutor's Office requires an updated agreement regarding the digital recording systems, maintenance and technical support as the prior ongoing service provider is now owned by BIS Digital, Inc.;

NOW THEREFORE BE IT RESOLVED, to authorize the President or Vice President of the Board of County Commissioners to execute the Agreement [referred to as Quote Number Q-8013811-7.16.2019] with BIS Digital, Inc., on behalf of the Warren County Prosecutor's Office. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—BIS Digital, Inc.
Prosecutor (file)

Order Summary

Date	Tuesday, July 16, 2019~~Friday, July 12, 2019~~
Quote Number	Q-8013811-7.16.2019~~7.12.2019~~
Account Name	Warren County Prosecutor's Office(OH)
Total (Excluding Sales Tax)	$0.00

Terms and Conditions

Effective Period **Effective Date**	This proposal is a firm offer for 30 days from quote date Tuesday, July 16, 2019~~Friday, July 12, 2019~~. This agreement shall be effective upon the date of the last signature below.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	**Deposit:** All orders above $5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. **Balance:** The remaining balance is to be paid on the completion of the installation (delivery of goods at customer site.)
Restocking Fee	20% restocking fee will be charged for all cancelled orders.
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
TERM	The initial term of this agreement shall be for two years, and may automatically extend for one year periods, unless terminated by either party.
TERMINATION	After the initial term, either party may terminate this agreement for convenience by providing 30 day advanced written notice to the other party.
Limited Warranty	All BIS supplied new systems (hardware & software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, shipping costs, or software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance (SAS) entitles user to unlimited software upgrades throughout the one year term, at the cost of $350 per license/year. The annual SAS charge will be waived by BIS Digital during the first year only, but will be charged annually to Customery by written invoice commencing in the second year, customer shall have 30 days to pay such invoice.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: Shannon Jones — Name
President — Title
Signature
7/30/19 — Date

* Accounts Payable Information * Required for order to be processed*

A/P Contact: Michelle Buck — Name Office Administrator
513-695-1780 — Phone
michelle.buck@warrencounty prosecutor.com
513-695-2962 — Fax

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

Email Address Fax

Is a Purchase Order required for processing? No **PO #** _____

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA
COUNTY OF BROWARD

I, Kirk Ambrose, holding the title and position of Vice President at the firm Business Information Systems, 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 25 day of July 20 19

Constance M Mayfield
(Notary Public),

Broward County.

My commission expires July 27 20 22

CONSTANCE M. MAYFIELD
Notary Public - State of Florida
Commission # GG 202622
My Comm. Expires Jul 27, 2022
Bonded through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0996 *Adopted Date* July 30, 2019

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH JONES WARNER CONSULTANTS, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Jones Warner Consultants, Inc., 8401 Claude Thomas Road, Suite 51, Franklin, Ohio 45005 for engineering services for Butler Warren Road from Bethany Road to The Trails (Liberty Township)/ Roberts Park Drive (Warren County) improvement project. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Jones Warner Consultants, Inc.
Engineer (file)

ENGINEERING SERVICES CONTRACT

FOR

BUTLER-WARREN ROAD

BETHANY ROAD (CR 59) to THE TRAILS (LIBERTY TOWNSHIP)/

ROBERTS PARK DRIVE (WARREN COUNTY)

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and JONES WARNER CONSULTANTS, INC. (JWCI), 8401 Claude Thomas Road, Suite 51, Franklin, Ohio 45005, a Corporation for profit organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to improve Butler-Warren Road between Bethany Road (CR 59) and the beginning of the transition to the left turn lane for Roberts Park Drive/ The Trails located 700 feet north of Princeton Road, referred to as the PROJECT.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.

1.1.2 ENGINEER shall provide Construction Contract Plans to vertically realign and widen Butler-Warren Road in order to improve the safety of the bridge and roadway.

1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.

1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.

1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal each of which is attached as pages 13-18 this contract and made part heretofore, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase (Stage 1 and Stage 2)

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.2.2 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of line, grade and typical section. And the estimated right-of-way needed for the project.

1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, including right-of-way, and outline specifications.

1.2.4 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.

1.2.5 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

1.3 Final Design Phase (Stage 3 and Final Submission)

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."

1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.

1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

1.3.4 Furnish to the COUNTY ENGINEER one (1) set of right-of-way plans to be filed as survey records in the form of 18" x 24" mylar sheets for parcels acquired in Warren County and one set of right-of-way plans to be filed as _ for parcels acquired in Butler County._____

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to, and made a part of this Agreement pursuant to Article 6.5 below before such services begin.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

2.1.3. Providing renderings or models for COUNTY ENGINEER's use.

2.1.4. Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.5. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.

2.1.6. Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3

2.1.7. Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications

occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section I, as approved by COUNTY ENGINEER.

2.1.9. Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.10. Additional or extended services during construction made necessary by (I) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.11. Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.

2.1.12. Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.14. Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

3.1. Provide all criteria and full information as to COUNTY ENGINEER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish ENGINEER, as required for performance of ENGINEER's Basic Services data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the

foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.

3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Preliminary Design Phase. ENGINEER's obligation to render services hereunder will extend for a period, which may

reasonably be required for the Preliminary Design Phase of the Project including extra work and required extensions thereto.

4.2. Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.

4.3. ENGINEER's services under the Preliminary Design Phase shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.

4.4. If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately, upon approval of OWNER.

4.5. If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section I hereof to the COUNTY ENGINEER for the PROJECT, for a lump sum base fee of $135,400.00 for payment as specified in Exhibit A.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

5.2.1. Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER's services.

5.4 Definitions

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6-GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may also terminate this Agreement for convenience upon thirty days' written notice to ENGINEER by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable

for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

6.4.1. OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2. Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

The parties shall be independent contractors to each other m connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER," "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

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

6.11 Notices

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

Warren County Commissioners
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Ph. 513-695-1250

Warren County Engineer's Office
Attn: Neil F. Tunison
210 West Main St.
Lebanon, Ohio 45036
Ph. 513-695-3301

Jones-Warner Consultants, Inc. (JWCI)
Attention: T. Shawn Campbell
8401 Claude Thomas Road, Suite 51
Franklin, Ohio 45005
Ph. 937-704-9868

6.12 Insurance

ENGINEER shall carry comprehensive general or professional liability insurance providing single limit coverage with limits of $1,000,000 Per Occurrence, $2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that

in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER 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 Contract. ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby issued, notwithstanding the termination of the Contract.

By endorsement to the Comprehensive General Liability coverage, OWNER shall be named as an additional insured with the same primary coverage as the principal insured – no policy as Comprehensive General Liability or Professional Liability coverage that provides only excess coverage that provides only excess coverage for an additional insured is permitted.

ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract. Such insurance shall be primary coverage requiring no contribution or apportionment from OWNER or OWNER'S insurer(s). ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 ENGINEER shall furnish to COUNTY ENGINEER the required drawing submittals per the attached schedule (Exhibit A). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of $50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

7.2 The following Exhibits are attached hereto and made a part of this Agreement:
Exhibit A

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 - INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, including but not limited to OWNER and COUNTY ENGINEER'S reasonable attorney fees, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or

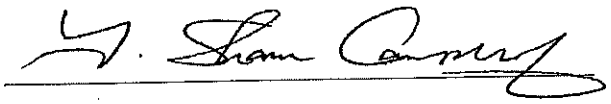
omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

SECTION 10 - EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, JONES WARNER CONSULTANTS, INC. (JWCI), an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by T. Shawn Campbell, whose title is Presidnet, pursuant to a corporate Resolution authorizing such act.

JONES WARNER CONSULTANTS, INC. (JWCI)

SIGNATURE: 

PRINTED NAME: T. Shawn Campbell
TITLE: President
DATE: July 19, 2019

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OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-0996 dated 7/30/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7-30-19

RECOMMENDED BY:

NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER

By: _____
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

DAVID P. FORNSHELL

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Adam Nice
Assistant County Prosecutor

Jones-Warner Consultants, Inc.
SHA Engineering – Traffic Engineer with Geotechnical Investigation
Scope of Services

GENERAL

The scope of services included in this document is for the complete design of roadway improvements on an approximate 3,500 linear foot section of Butler Warren Road. The project design will commence at Bethany Road and continuing to the north and blending into the Roberts Park Drive Improvements as designed in the Butler County Engineer's Office (BCEO) Project BUT-TR11-7.04 also known as the Butler-Warren Road, Widening at the Trails project. The plan set we are referring to are most recently dated 1-15-16 and were provided to JWCI by the Warren County Engineer's Office (WCEO).

PROJECT IDENTIFICATION-Butler Warren Road Improvements, 2019

DESIGN CONTROL AND CRITERIA.

The design work will be completed in similar accordance with the standards followed by Ohio Department of Transportation (ODOT) and supplements to these standards followed by the Warren County Engineers Office (WCEO) and Butler County Engineers Office (BCEO). The proposed design will, in general, follow the recommendations included in the Planning Study for the Phase 1 of the Planning Study completed by Jones-Warner Consultants in January of 2015. Improvements will be designed using a 55 mph design speed on Butler Warren Road. During the preliminary engineering phase, the design alternatives will be developed and presented to the reviewing agency, for review and approval. Initially, we are looking at 3 (three) 11' lanes, with two (2) foot shoulders, right turn lanes where warranted and open drainage design (roadside ditches and culvert crossings)

The project, in general will follow PDP process. The project, in general will follow Path 3, as it involves addition of a center turn lane and possibly addition of turn lanes at the intersections. The development and review process will include Stage 1, Stage 2 and Stage 3 review submission. The right of way plans will be completed after approval of Stage 1 plans and will be submitted with Stage 2 review submission. It is anticipated the project will not involve evaluation of various alternatives and the intent of the project is to maintain existing alignment with some profile adjustments. Upon approval by the reviewing agencies, the work for the Stage 1 review submission will start. In general, the section will be designed with minimal road closures and maintaining traffic into Palmera Drive at all times. Because of the narrow width and vertical adjustment, Butler-Warren Road will be closed with access for local traffic.

The proposed design will include turn lanes as determined by the Butler County Engineer's Office and the Warren County Engineer's Office. Traffic data for the project design will come from the 2015 JWCI Study document and supplemented by existing information from WCEO and BCEO. The scope of services will include the following tasks:

COORDINATION WITH WCEO AND BCEO

Throughout the project coordination with WCEO and BCEO will be maintained to ensure the proposed design is in lines with the expectation of these reviewing agencies. At the start of the work preliminary meeting will be held with the reviewing agencies. Subsequently the work will start beginning with the Property Research, Field Survey and Base-mapping.

RESEARCH, FIELD SURVEY AND BASEMAP

JWCI will update the property research performed for the planning study and begin the survey process. This project will require a ground coordinate system which is tied to the Ohio State Plane Coordinate System. JWCI will first research the existing County Control Points in the area. JWCI's project coordinate system be the same as that used by the County GIS Dept. That way, GIS data can be incorporated into the initial base mapping. This is also helpful when initially searching for existing property corners. JWCI will usually use combination of GPS observations as well as conventional methods to locate existing geodetic control. If no County Points exist in the area, control will be set by fast static GPS methods in order to determine accurate geodetic positions which can then be tied to the Ohio State Plane Coordinate System (North or South Zones, NAD 83, NAVD 88). Once control has been established a topographical survey will be performed. JWCI will contact OUPS and have existing utilities marked as well as requesting existing drawings/records of utility locations. Once control has been established, JWCI will then perform a detailed topographical survey of the area. Upon completion gathering all of the field data, JWCI will create a detailed base map of the of the project area.

GEOTEHNICAL INVESTIGATION

JWCI will enlist the services of Terracon or CTL, both qualified Geotechnical firms to provide a geotechnical investigation within the project limits to determine roadway, base and sub-base composition. This investigation will include borings every 400' (9 borings) up to 10' deep. This investigation will be completed by a combination of the requirements set forth by ODOT, WCEO and BCEO. The results of this investigation will be used for the design of the roadway section and determining the need for stabilization and the type of chemical additive to be used if stabilization and/or full depth reclamation is chosen as part of the design criteria for this project. The fee for this is included in this proposal.

ROADWAY DESIGN

The roadway design will be completed to provide the details required in connections with the construction of the proposed design in Phase 1 of the JWCI planning study, dated January of 2015. The work will comprise development of roadway alignment, profile, cross sections and pavement elevation sheets to provide detailed information for the construction of the improvements contained within the JWCI, Phase One Study documents and subsequent scope meeting with the WCEO.

DRAINAGE DESIGN

A detailed drainage design with roadside ditches will be completed and tied with rest of the existing drainage systems in and around project area. The field survey will be completed to obtain existing drainage system with the project area. This will include existing ditches, culverts and drainage outlets. There may be some need for closed drainage design, however this will be kept to a minimum. The drainage design will be completed as per the information provided both by WCEO, BCEO and ODOT Location and Ohio Department of Transportation Design Manual, Volume II.

UTILITIES

Utilities plans for the site will be provided by others. The proposed design will ensure the conflict with underground and overhead utility facilities is avoided. Prior to the beginning of field survey the pertinent utility companies with underground facilities will be asked to mark the locations. Subsequently the field work will be completed and coordination will be maintained with utility companies to ensure the information such as depth and sizes of their facilities can be incorporated into the base map accurately. The information on the existing location of the water main, telephone cables, sanitary facilities, cable etc. will be obtained and shown in the plan. The proposed design will ensure, to the extent possible, conflict with the existing utilities can be avoided.

RIGHT OF WAY PLANS-HIGHWAY EASEMENTS-RIGHT OF ENTRY FORMS

The plan set will include the necessary right of way plans or easement plan sheets depicting their locations in accordance with standards set forth by the WCEO. It is the intent to develop Highway Easements in lieu of Right of Way Acquisition; however should a particular parcel require acquisition, the necessary meets and bounds description shall be developed provided in acceptable Warren or Butler County format depending upon the location of the acquisition.

TRAFFIC CONTROL PLAN

Traffic Control Plans is critical for the safe and efficient flow of traffic. The signage and pavement marking are critical to guide the drivers, especially where turn lanes will be located. The construction plans for the project will include detailed pavement signage and striping plan. These plans will be developed in accordance with the latest version of Ohio Manual of Uniform Control Devices.

It is anticipated the intersections within the project limit will function with stop control on the side streets with the northbound and southbound approaches on Butler Warren Road as free movements.

MAINTENANCE OF TRAFFIC PLAN

A detailed Maintenance of Traffic plan (MOT) will be developed maintaining access to local subdivision streets and driveways. The development of MOT plan will include exploration of option of closing the road during construction with detour plan. The option of maintaining traffic and road closure during construction will be evaluated with focus on user cost and overall construction cost of the project.

REVIEW SUBMISSIONS

The following review submission will be made with review comments expected from WCEO and BCEO.

Preliminary Design

1. Detailed Basemap
2. Proposed Alignment
3. Traffic Analysis for establishing proposed geometry and traffic control at the intersections
4. Any Special Preliminary geometry.
5. Known Critical Areas.
6. Preliminary Drainage Design
7. Identification of required Right of way or easements
8. Design Memorandum

Stage 1 Review Submission

The stage 1 review submission will include the following:

1. Title Sheet
2. Schematic Sheet
3. Typical Sections
4. General Notes
5. Plan and Profile Sheets
6. Cross Section Sheets
7. Intersection Detail Sheets
8. Driveway Detail Sheets (may be included with Cross sections)
9. Culvert Detail Sheets
10. Concept MOT Plan
11. Preliminary Pavement Markings
12. Preliminary Construction Cost Estimate
13. Geotechnical Report

Stage 2 Submission

The 90% review submission will incorporate the comments received from the reviewing agencies at the conclusion of the 50% design phase and will include the final design of the following:

1. Title Sheet
2. Schematic Sheet
3. Typical Sections
4. General Notes
5. Maintenance of Traffic Plans
6. Detour Plan (for the duration of construction when the road is closed)
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11. Culvert Details
12. Pavement Markings and Signage Plan
13. Lighting Plan if necessary (not included in scope or fee)
14. Right of Way Plans-Easement Plats
15. Update Construction Cost Estimate

Stage 3 submission

1. Title Sheet
2. Schematic Sheet
3. Typical Sections
4. General Notes
5. Maintenance of Traffic Plans
6. Detour Plan (for the duration of construction when the road is closed)
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Final Submission

Final construction plans will be submitted to the WCEO.
JWCI team will be available during bidding to answer any questions from contractors.
JWCI team will provide any shop drawing review. (If necessary)
JWCI team will attend bid opening, review bids and make recommendation to the WCEO.

SCHEDULE

The maximum schedule for completion of the various stages excluding review time shown below. The time indicated below is measured from the estimated date of authorization to proceed.
Preliminary Design- 12 weeks
Stage 1 Design – 16 weeks
Stage 2 design - 16 weeks
Stage 3 Design - 8 weeks
Final Submission- 4 weeks

FEE

Our total lump sum fee for the above scope of services **$135,400.00 [review proposal based on revisions to MOT, elimination of lighting plan and other items]** including the outlined geotechnical investigation. This fee includes the development of 6 combination highway & temporary construction easements and necessary right of entry forms. Additional easements beyond the 6 will be provided at $1,000 each. This [proposal does not include a meets and bounds development for any acquisition. This fee also does include any fees charged by others for any permitting or reviews.

NOTES

It is assumed we will utilize existing traffic data from the 2015 JWCI Study to be supplemented by additional data provided by both BCEO and WCEO. Should you desire us to collect current traffic data within the project area, a separate fee proposal will be provided.

Butler Warren Road Widening, Bethany to Roberts Park Drive

Jones-Warner Consultants, Inc.
SHA Engineering – Traffic Engineer with Geotechnical Investigation
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13. Lighting Plan if necessary (not included in scope or fee)
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15. Update Construction Cost Estimate

Stage 3 submission

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The maximum schedule for completion of the various stages excluding review time shown below. The time indicated below is measured from the estimated date of authorization to proceed.
Preliminary Design- 12 weeks
Stage 1 Design – 16 weeks
Stage 2 design - 16 weeks
Stage 3 Design - 8 weeks
Final Submission- 4 weeks

FEE

Our total lump sum fee for the above scope of services **$135,400.00 [review proposal based on revisions to MOT, elimination of lighting plan and other items]** including the outlined geotechnical investigation. This fee includes the development of 6 combination highway & temporary construction easements and necessary right of entry forms. Additional easements beyond the 6 will be provided at $1,000 each. This [proposal does not include a meets and bounds development for any acquisition. This fee also does include any fees charged by others for any permitting or reviews.

NOTES

It is assumed we will utilize existing traffic data from the 2015 JWCI Study to be supplemented by additional data provided by both BCEO and WCEO. Should you desire us to collect current traffic data within the project area, a separate fee proposal will be provided.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0997 *Adopted Date* July 30, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH AUNT B, LLC. FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Lily Drive, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Aunt B, LLC.; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.057 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is $3,250.00;

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, with Aunt B, LLC. for the Lily Drive Bridge Replacement for the sum of $3,250.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Aunt B, LLC.
Engineer (file)
Easement file
Recorder (certified)

EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-15-384-001 (Pt.)

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Aunt B, LLC., an Ohio Limited Liability Company, whose tax mailing address is 42 Sherbrooke Drive, Florham Park, New Jersey 07932 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Lily Drive Bridge #1023-0.17 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Three Thousand Two Hundred Fifty Dollars ($3,250.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, situated in Section 15, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for details.
See Exhibit "B" for drawing.

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

GRANTOR

IN EXECUTION WHEREOF, Aunt B LLC, Susan McDaniel/ Sole Proprietor (name, title) for Aunt B, LLC., an Ohio Limited Liability Company, pursuant to the authority granted to her by the company to execute this Agreement on behalf the Grantor herein, has hereunto set her hands on the date stated below.

Grantor:

AUNT B, LLC.
NAME: Susan McDaniel
TITLE: Sole Proprietor
DATE: 6/10/19

STATE OF New Jersey, **COUNTY OF** Morris, **ss.**

BE IT REMEMBERED, on this 10 day of June, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Susan McDaniel, Sole Proprietor (name, title) for Aunt B, LLC., an Ohio Limited Liability Company, being the Grantor in the foregoing Agreement, and pursuant to the authority granted to her by said company and while acting in my official capacity on behalf of Grantor, I did acknowledge the signing thereof to be a voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

PAMELA S STOLL
Notary Public - State of New Jersey
My Commission Expires Aug 4, 2021

Notary Public: _____
My commission expires: 8/4/2021

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannen Jones, its President on the date stated below, pursuant to Resolution No. 19-0997, dated 7-30-19

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

PRINTED NAME: Shannen Jones

TITLE: President

DATE: 7/30/19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 30 day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannen Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: _____
My commission expires: 12/26/2022

NOTARIAL SEAL
STATE OF OHIO

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

EXHIBIT A
LEGAL DESCRIPTION
EASEMENT #1
PT. 16-15-384-001

BEING A NEW PERMANENT DRAINAGE EASEMENT OVER, THROUGH, AND ACROSS A PART OF LOTS 6525, 6526, 6527, AND 6528 OF LOVELAND PARK 5TH MAP AS RECORDED IN PLAT BOOK 2, PAGES 227-231 OF THE WARREN COUNTY RECORDER'S OFFICE AND OWNED BY AUNT B, LLC. AS DESCRIBED IN DOCUMENT NO. 2018-014548 OF THE WARREN COUNTY RECORDER'S OFFICE, SITUATE IN SECTION 15, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Grantor's northwest property corner and being the northwest corner of Lot 6525 of said Loveland Park 5th Map and being on the south right-of-way line of Lilac Road and east right-of-way line of Lily Drive;

thence, South 84°-17'-37" East, 46.00 feet, along the Grantor's north property line and the south right-of-way of Lilac Road to a point;

thence, South 05°-42'-23" West, 28.77 feet, to a point;

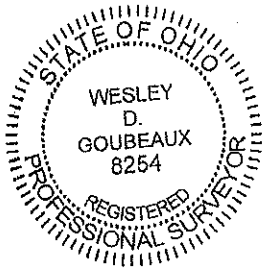
thence, South 47°-37'-45" West, 68.85 feet, to a point on the east right-of way line of Lily Drive;

thence, North 05°-42'-23" East, 80.00 feet, along the east right-of-way line of Lily Drive to the place of beginning.

Containing 0.057 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, Geoid 12A, ODOT VRS CORS Network.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, and dated December 11, 2018. For a pictorial representation, see attached Exhibit "B".

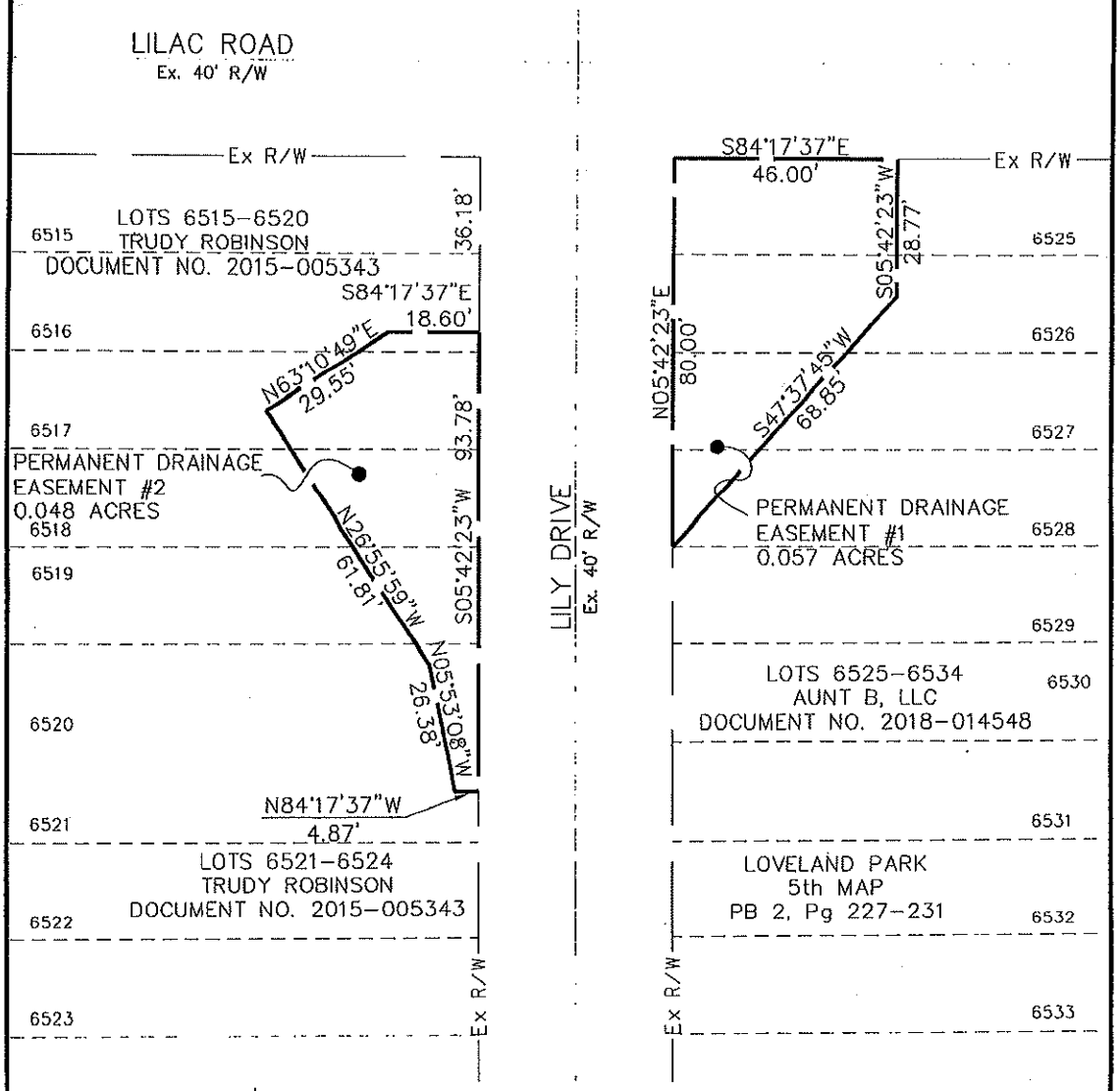
Wesley D. Goubeaux, PS #8254



12/11/2018
Date

EXHIBIT B

BEING A PERMANENT DRAINAGE EASEMENT
SITUATED IN SECTION 15, T 4, R 2, DEERFIELD
TOWNSHIP, WARREN COUNTY, OHIO



THE BEARINGS ARE BASED ON
NAD 83 CORS 2011 ADJUSTMENT,
OHIO SOUTH ZONE, GEOID 12A,
ODOT VRS CORS NETWORK

SCALE 1"=30'

0 15 30

Choice One Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

DATE:	12-11-2018
DRAWN BY:	CJF
JOB NUMBER:	WAR-DEE-1811
SHEET NUMBER	1 OF 1

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0998 *Adopted Date* July 30, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH TRUDY ROBINSON FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Lily Drive, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Trudy Robinson, an unmarried woman; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A, B & C – 0.048 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is $4,100.00; and

NOW THEREFORE, be it resolved to enter into an exclusive and permanent drainage easement agreement with Trudy Robinson for the Lily Drive Bridge Replacement for the sum of $4,100.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Robinson, Trudy
Engineer (file)
Easement file
Recorder (certified)

EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-15-378-003 (Pt.)

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Trudy Robinson, an unmarried woman, whose tax mailing address is 8815 Lily Drive, Loveland, Ohio 45140 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Lily Drive Bridge #1023-0.17 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Four Thousand One Hundred Dollars ($4,100.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 15, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for details.
See Exhibit "B" for drawing.
See Exhibit "C" for drawing.

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

Grantee warrants Grantor's 24" diameter pine tree (shown in Exhibit "C"), located outside the proposed drainage easement, until December 31, 2019, as to any damages caused by Grantee or as to utility relocation caused by Grantee's work as part of the Lily Drive Culvert Replacement Project. In the event said tree experiences any damage due to utility relocation needed for the Lily Drive Replacement Project or due to the grading needed for the Lily Drive Culvert Replacement Project as shown on the culvert replacement construction plans during the warranty period, Grantee agrees to compensate Grantor up to an amount not to exceed $2,000.00, final amount to be determined by an invoice from Grantor's contractor for removal of said tree and its stump. If said tree exhibits sign of damage, then Grantor shall contact Grantee a minimum of 2 weeks prior to removal of tree to allow Grantee time to inspect tree before removal.

[the balance of the page is blank]

GRANTOR

IN EXECUTION WHEREOF, Trudy Robinson, an unmarried woman, the Grantor herein, have hereunto set her hands on the date stated below.

Grantor:

SIGNATURE: Trudy Robinson

PRINTED NAME: Trudy Robinson

DATE: 6/27/2019

STATE OF OHIO **, COUNTY OF** WARREN **, ss.**

BE IT REMEMBERED, on this 27TH day of JUNE, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Trudy Robinson, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public: D. M. B.

My commission expires: 02/06/22

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-0998, dated 7/30/19

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 7/30/19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 30 day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: _____
My commission expires: 12/26/2022

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

EXHIBIT A
LEGAL DESCRIPTION
EASEMENT #2
PT. 16-15-378-003

BEING A NEW PERMANENT DRAINAGE EASEMENT OVER, THROUGH, AND ACROSS A PART OF LOTS 6516, 6517, 6518, 6519, 6520, AND 6521 OF LOVELAND PARK 5TH MAP AS RECORDED IN PLAT BOOK 2, PAGES 227-231 OF THE WARREN COUNTY RECORDER'S OFFICE AND OWNED BY TRUDY ROBINSON AS DESCRIBED IN DOCUMENT NO. 2015-005343 OF THE WARREN COUNTY RECORDER'S OFFICE, SITUATE IN SECTION 15, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at the Grantor's northeast property corner and being the northeast corner of Lot 6515 of said Loveland Park 5th Map and being on the south right-of-way line of Lilac Road and west right-of-way line of Lily Drive;

thence, South 05°-42'-23" West, 36.18 feet, along the west right-of-way line of Lily Drive to a point and being the principal place of beginning of the easement herein described;

thence, South 05°-42'-23" West, 93.78 feet, to a point;

thence, North 84°-17'-37" West, 4.87 feet, to a point;

thence, North 05°-53'-08" West, 26.38 feet, to a point;

thence, North 26°-55'-59" West, 61.81 feet, to a point;

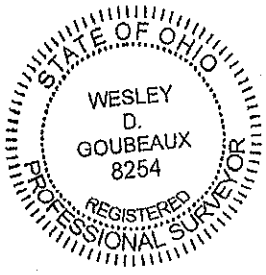
thence, North 63°-10'-49" East, 29.55 feet, to a point;

thence, South 84°-17'-37" East, 18.60 feet, to the place of beginning.

Containing 0.048 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, Geoid 12A, ODOT VRS CORS Network.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, and dated December 11, 2018. For a pictorial representation, see attached Exhibit "B".

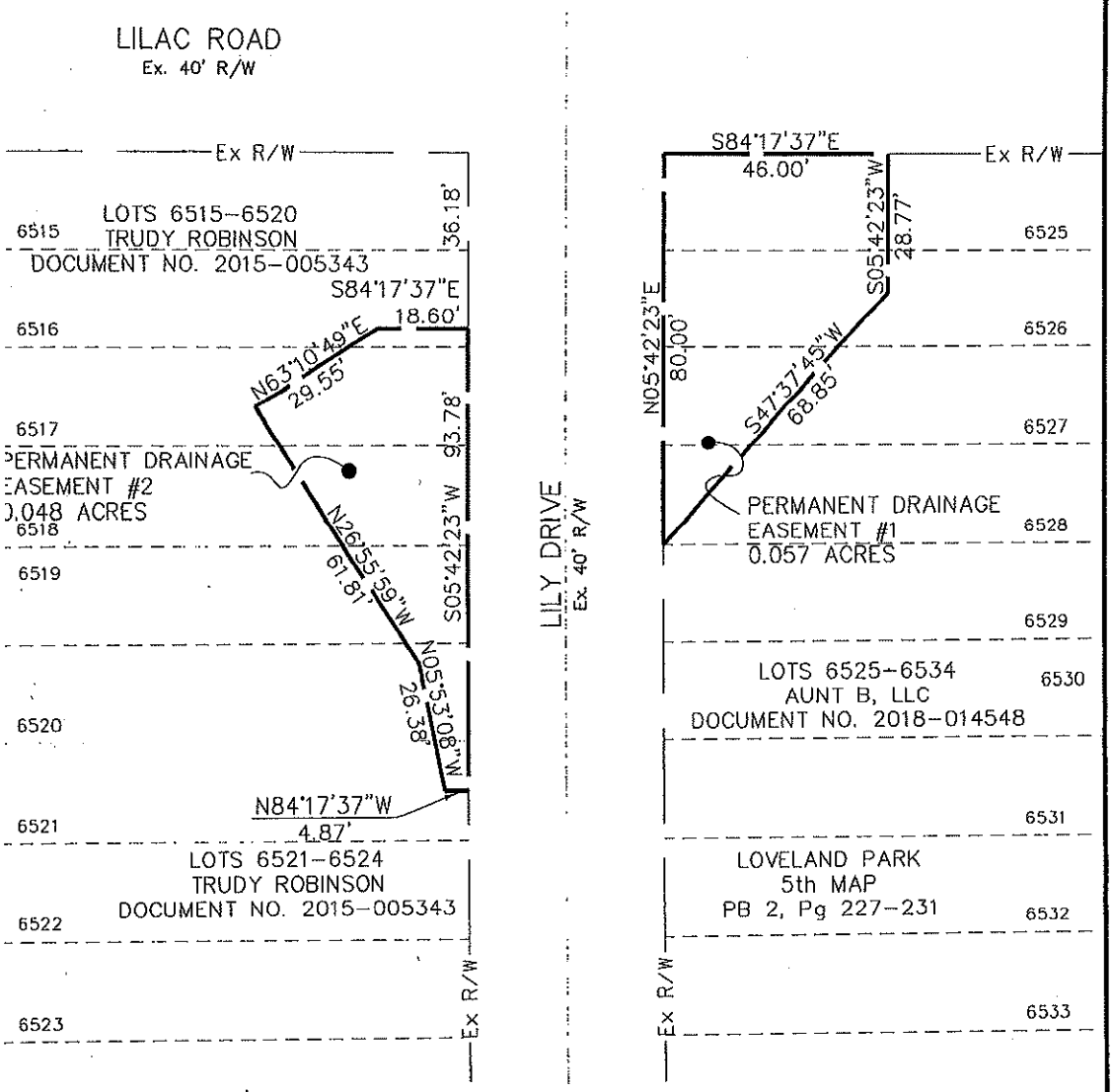
Wesley D. Goubeaux, PS #8254



12/11/2018
Date

EXHIBIT B

BEING A PERMANENT DRAINAGE EASEMENT
SITUATED IN SECTION 15, T 4, R 2, DEERFIELD
TOWNSHIP, WARREN COUNTY, OHIO



THE BEARINGS ARE BASED ON
NAD 83 CORS 2011 ADJUSTMENT,
OHIO SOUTH ZONE, GEOID 12A,
ODOT VRS CORS NETWORK

SCALE 1"=30'

0 15 30

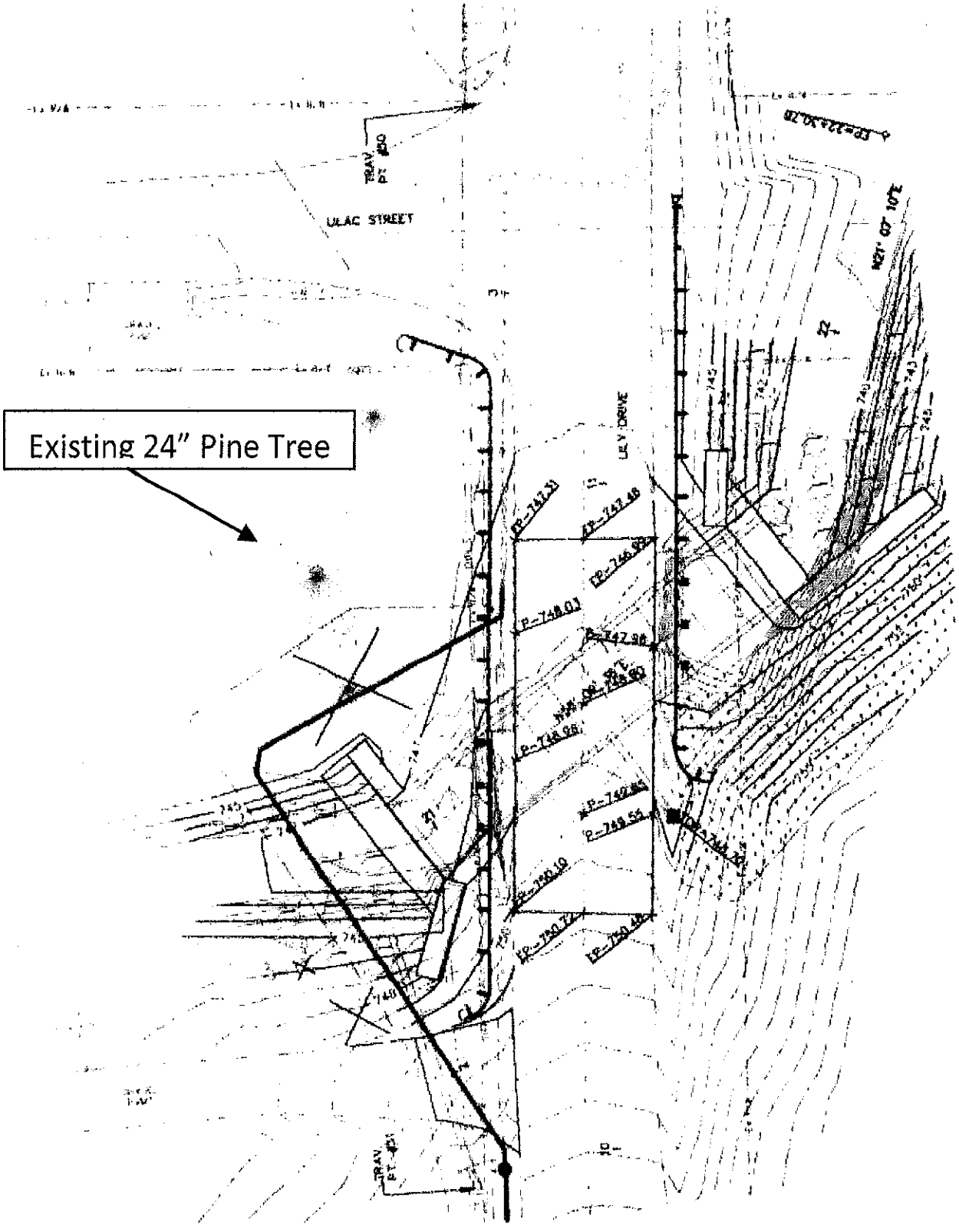
ChoiceOne Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

DATE:	12-11-2018
DRAWN BY:	CJF
JOB NUMBER:	WAR-DEE-1811
SHEET NUMBER	1 OF 1

EXHIBIT C

Location of 24" Pine Tree



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0999 *Adopted Date* July 30, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH AUNT B, LLC FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lily Drive a bridge replacement project is to be performed, and it is necessary to enter onto the property, parcel #16-15-384-001 located at 2520 Rose Road, Loveland, OH 45140 which is owned by Aunt B, LLC, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner;

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Aunt B, LLC, for the Lily Drive bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of $1.00 as consideration thereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Aunt B, LLC
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Aunt B, LLC., an Ohio Limited Liability Company, whose tax mailing address is 42 Sherbrooke Drive, Florham, New Jersey 07932 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge replacement project on Lily Drive is to be completed. In order to construct the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located at 2520 Rose Road, Loveland, Ohio 45140, identified as Parcel #16-15-384-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction and any tree removal will also include removal of the tree stump.

Now, therefore, in consideration of One Dollar ($1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lily Drive Bridge #1023-0.17 Replacement Project or until December 31, 2019, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Aunt B LLC.,
Susan McDaniel sole proprietor (name, title) for Aunt B, LLC., an Ohio Limited Liability Company, pursuant to the authority granted to her by the company to execute this Agreement on behalf the Grantor herein, has hereunto set her hands on the date stated below.

Grantor:

Aunt B, LLC.

Name: Susan McDaniel

Title: Sole Proprietor

Sign: Susan McDaniel

Date: 6/10/19

STATE OF New Jersey, **COUNTY OF** Morris, **ss.**

BE IT REMEMBERED, that on this 10 day of June, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Susan McDaniel Sole proprietor (name, title) for Aunt B, LLC., an Ohio Limited Liability Company, being the Grantor in the foregoing Agreement, and pursuant to the authority granted to her by said company and while acting in an official capacity on behalf of Grantor, I did acknowledge the signing thereof to be a voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

PAMELA S STOLL
Notary Public - State of New Jersey
My Commission Expires Aug 4, 2021

Notary Public: Pamela S Stoll
My commission expires: 08/04/2021

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shanon Jones, its President on the date stated below, pursuant to Resolution Number 19-0999, dated 7/30/19

Grantee:

Signature: Shanon Jones

Printed Name: Shannon Jones

Title: President

Date: 7/30/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 30 day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public:
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By:
Adam Nice, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1000 *Adopted Date* July 30, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TRUDY ROBINSON FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lily Drive a bridge replacement project is to be performed, and it is necessary to enter onto the property, parcel #16-15-378-003 located at 8815 Lily Drive, Loveland, OH 45140 which is owned by Trudy Robinson, an unmarried woman, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct a gravel drive apron from the Lily Drive edge of pavement to the existing gravel drive.
4. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner;

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Trudy Robinson, an unmarried woman, for the Lily Drive bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of $1.00 as consideration thereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Robinson, Trudy
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Trudy Robinson, whose tax mailing address is 8815 Lily Drive, Loveland, Ohio 45140 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Lily Drive is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 8815 Lily Drive, Loveland, Ohio 45140, identified as Parcel #16-15-378-003. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct a gravel drive apron from the Lily Drive edge of pavement to the existing gravel drive.
4. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar ($1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lily Drive Bridge #1023-0.17 Replacement Project or until December 31, 2019, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Trudy Robinson, the Grantor herein, have hereunto set her hands on the date stated below.

Grantor:

Signature: Trudy Robinson

Printed Name: Trudy Robinson

Date: 6/27/19

STATE OF OHIO **, COUNTY OF** WARREN **, ss.**

BE IT REMEMBERED, that on this 27th day of June, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Trudy Robinson, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

D. M. B.

Notary Public

My commission expires: 02/06/22

NOTARIAL SEAL STATE OF OHIO

DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-1002 dated 7/30/19

Grantee:

Signature: _____

Printed Name: Shannon Jones

Title: President

Date: 7/30/~~19~~ 19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 30 day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

_____
Notary Public
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1001 *Adopted Date* July 30, 2019

APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH TRITON SERVICES, INC. FOR THE FY18 VILLAGE OF MAINEVILLE ADA RESTROOM CDBG PROJECT

WHEREAS, this Board, on March 19, 2019, entered into a contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project; and

WHEREAS, alterations in the HVAC system will be required to complete said project; and

WHEREAS, a Change Order to the Purchase Order is necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 4 to the Contract with Triton Services, Inc, increasing Purchase Order No. 19000336 by $6,452.00 and creating a new Contract and Purchase Order price in the amount of $88,496.50.

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 approve and sign Change Order No. 4 of the Contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
C/A—Triton Services, Inc
OGA (file)

Warren County
Office of Grants Administration
460 Justice Drive
Lebanon, OH 45036
513.695.1210

CHANGE ORDER
PO # 19000336

Change Order Number 4
Project Name: FY18 Maineville ADA Restroom CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1	Heating & Cooling Unit – See Attached	$6,452.00	
2			
3			
4			
5			
	Sums of the ADDITIONS and DELETIONS	$6,452.00	

Attachments: Attachment A –Tabulation sheet from bid

Original contract price $78,440.00
Current contract price adjusted by previous change orders $82,044.50
The Contract price due to this change order will be increased/~~decreased~~ by $ 6,452.00
The New contract price including this change order will be $ $ 88,496.50 .
The contract time will be increased by _____ calendar days.
The date for completion of work will be unchanged .

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Triton Services Inc.

Warren County Commissioner 7/30/19
Date

Warren County Grants Administration 7-25-19
Date

Warren County Commissioner 7/30/19
Date

Warren County Commissioner 7/30/19
Date

ESTIMATE RECAP

Maineville ADA				DATE: 7/19/2019	C.O.#
Job Number: 194095	HVAC Unit				

DESCRIPTION OF COSTS	LABOR mh's	rate	cost	MATERIAL COSTS	
1. Equipment			$ -	$ 1,732.27	
2. Material	40	$75.00	$ 3,000.00	$ -	Service Technicians
3. Expendables *	~	~	~	$ 16.60	
4. Equip./tool rentals*	~	~	~		
5. Drafting/ sketching			$ -		
6. Coordination			$ -		
7. Supervision			$ -		
8. Clean-up			$ -		
9. Warranty	~	~	$ 50.00		
10. Start-up / Testing			$ -		
11. Trucking	~		$ -		
12. Parking / Travel	~	~	$ -		
13. Subtotal	40 mh's		$ 3,050.00	$ 1,748.87	

14. Total Labor & Material:			$ 4,798.87	
15. Subcontracts:	Saw Cutting			
16	Concrete Work			
17	Insulation			
18	Controls			
19	Electric		$ 695.00	
20				
21. **Overhead:**	Subs 5%	Mat'l / Labor 10%	$ 514.64	
22. **SUBTOTAL:**			$ 6,008.51	
23. **Profit:**	5%			$ 300.43
24. Total Cost & Profits before Bonds and other cost				$ 6,308.93
25. Bond:	2.26%			$ 142.58
26. Sales Tax: (* expendables and rentals taxable on public work)			private work 0.00% / public work 0.00%	$ -
27. Permits:	HVAC: $ -	Press. Piping: $ -	Boiler: $ -	$ -
28.TOTAL PRICE OF CHANGE PROPOSAL:				**$ 6,452.00**

29. Extension of Time due to this Change Order is:		**28**	Workdays		Deferred
30. This proposal based on:	**X**	Straight Time		Overtime		Shiftwork
31. This proposal is void unless a written Change Order or written Notification to Procede is received by:		(30 calander days if no date shown)				
32. Extended Overhead Cost:		Included	**X**	Deferred		N / A

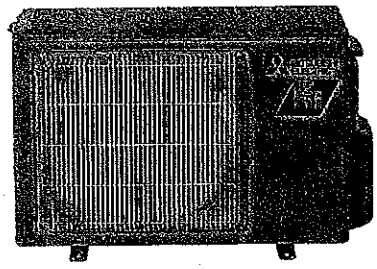
COMMENTS:

M-SERIES

SUBMITTAL DATA: MSZ-FH12NA & MUZ-FH12NA
12,000 BTU/H WALL-MOUNTED HEAT PUMP SYSTEM

MITSUBISHI ELECTRIC

Job Name:	
System Reference:	Date:

Indoor Unit: MSZ-FH12NA	Outdoor Unit: MUZ-FH12NA	Wireless Remote Controller
		

GENERAL FEATURES

- Slim wall-mounted indoor units provide zone comfort control.
- The outdoor unit powers the indoor unit, and should a power outage occur, the system is automatically restarted when power returns.
- INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- H2i® - Hyper Heat Performance offers 100% heating capacity at 5°F and 70%-81% heating capacity at -13°F
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- 3D i-see Sensor™ enables advance features:
  - Indirect or Direct Airflow for personalized comfort
  - Absence Detection for energy-saving mode
- Double Vane features:
  - Separates airflow to deliver air across a large area
  - Simultaneously deliver air to two people in different locations
  - Generates more comfortable natural airflow pattern
- Multiple control options available:
  - Hand-held Remote Controller (provided with unit)
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers
- Triple-action Filtration: Nano Platinum Filter, Deodorizing Filter, & Electrostatic Anti-Allergy Enzyme Filter
- Hot-Start Technology: no cold air rush at equipment startup or when restarting after Defrost Cycle
- Quiet operation
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1002 *Adopted Date* July 30, 2019

APPROVE AND ENTER INTO CONTRACT WITH COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY, INC., DBA SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS ON BEHALF OF THE WARREN COUNTY JAIL REGARDING A BOUNDARY SPANNER

BE IT RESOLVED, to approve and enter into contract with Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, 204 Cook Road, Lebanon, Ohio 45036-8336 for a boundary spanner for the Warren County Jail. Copy of agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that his contract shall remain in full force and effect for a term of two (2) years beginning on July 1, 2019 and ending on June 30, 2021.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Community Mental Health Centers of Warren County, Inc.
dba – Solutions Community Counseling and Recovery Centers
Sheriff (file)

CONTRACT FOR BEHAVIORAL HEALTH SERVICES: Boundary Spanner

This Contract is made this 1st day of July, 2019, between the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office, hereinafter collectively referred to as "the County," with its office located at 406 Justice Drive, Lebanon, Ohio 45036, and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, hereinafter referred to as "the Agency," with its office located at 204 Cook Road, Lebanon, Ohio 45036-8336. The following circumstances are present at the time of this Contract.

WHEREAS, this Agreement is for the provision of Risk Assessment/ Triage, Brief Counseling (Crisis Intervention) and referral for inpatient psychiatric and community-based care for inmates at the Warren County Jail. The objective of this Contract is to identify and provide behavioral health services to those inmates who need it and to assist individuals with psychiatric or alcohol/drug crises to maintain or resume community functioning. These services are to be available eight (8) hours per day, seven (7) days per week.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF THE COUNTY

The County will provide sufficient confidential space in the Warren County Jail for the purpose of conducting evaluations, assessments and counseling by the Agency, its employees and subcontractors. In addition, business related items like furniture, internet, phone, computer, printer and supplies, IT support, jail radio, and man down alarm will be provided. Annual and routine trainings will be provided free of charge.

All clinical documentation will be maintained by the County in a secure and confidential/licensed manner to protect the PHI included in the documentation. Access to the official record will be granted to the Agency.

II. DUTIES OF THE AGENCY

The Agency will, for the duration of this contract, provide a full time, appropriately credentialed Boundary Spanner with psychiatric and linkage experience who will:

A. Follow Jail and NCCHC policies and procedures for mental health assessment; complete crisis intervention; consultation with the Warren County Jail's attending physician and medical staff; consultation with the Jail's psychiatric; consultation with jail personnel; and provide linkage to medically necessary community and inpatient services.

B. Complete assessments on all new inmates within twelve (12) business days of admission or within three (3) business days when such inmates are identified with possible mental health issues through booking screening, medical screening, jail staff referral or self-referral. Such services shall specifically include:

   i. Risk Assessment/Triage and Referral for Inpatient Care

      Provision of diagnostic and prognostic clinical screening face-to-face with an inmate or on behalf of the inmate with family, significant others and/or other

professionals with or without the inmate being present with recommendations for level of supervision and observation or alternate placement.

ii. Brief Counseling (Crisis Intervention)

Provision of immediate clinical attention face-to-face to an inmate in acute need or on behalf of the inmate with family, significant others and/or other professionals, with or without the inmate being present.

C. To manage psychiatric schedule to ensure priority of cases and to monitor follow-up appointments. Will provide sufficient documentation to prescriber for initial psychiatric appointment and will keep the prescriber up to date on any ongoing needs of the individual.

D. All clinical contacts will be document in accordance with prevailing practices and standards in the field for this setting. A duplicate copy of the records will be maintained by the Agency for the purpose of auditing and managing ongoing client care.

III. LENGTH OF CONTRACT

This Contract shall become effective ***July 1, 2019***, and shall remain in force and effect through ***June 30, 2021,*** unless terminated as provided herein.

IV. POLICY ON NON-DISCRIMINATION

The Agency and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

V. GOVERNING LAW AND VENUE

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

VI. PARTIES

Whenever the terms "the County" and "the Agency" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the County and the Agency.

VII. COMPENSATION

The cost of the Contract for Fiscal Year 2020 (July 1, 2019, through June 30, 2020) and Fiscal Year 2021 (July 1, 2020, through June 30, 2021) is summarized in the following Table:

Fiscal Year	Maximum Annual Contract Cost
2020	$110,656
2021	$112,869

This annual amount covers up to 60 hours of coverage each week. These duties are essential so coverage will be provided in the absence of the regular designated staff person.

The Agency shall provide the County with a comprehensive monthly summary of hours worked. This summary shall be forwarded to the Jail Administrator for review and comparison.

The Agency shall submit to the County on the first day of every month for the preceding month, an invoice for hours worked at the appropriate rate. Payment will be made within thirty (30) days after receipt of a proper invoice by the County.

In the event the Agency fills a vacancy with another certified professional, these hours may be billed at the rate above.

The Agency may bill for the following holidays as if regular hours worked:

New Year's Day	January 1 (or the business day before or after, whichever is closest)
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th (or the business day before or after, whichever is closest)
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following the Fourth Thursday in November
Christmas Day	December 25th (or the business day before or after, whichever is closest)
Day after Christmas Day	December 26th (or the business day before or after, whichever is closest)

VIII. INSURANCE

Agency shall carry at least $1,000,000.00 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Agency further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Contract is terminated, Agency 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 this Contract. Agency's insurance coverage shall be primary and no contribution from County to payment of any claim made thereupon shall be required. Agency shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to County. Cancellation or non-renewal of insurance shall be cause for termination of this Contract.

Agency shall maintain, for the duration of this Contract, statutory workers' compensation insurance and statutory employer's liability insurance as required by law.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract.

IX. ENTIRE CONTRACT

This Contract contains the entire contract between the County and the Agency with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

X. MODIFICATION OR AMENDMENT

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

XI. CONSTRUCTION

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

XII. WAIVER

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

XIII. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

Other than as provided herein, neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XIV. HEADINGS

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

XV. NOTICES

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners
Attention: Warren County Sheriff's Office

406 Justice Drive
Lebanon, OH 45036
Phone Number: 513/695-1250

TO: Angela Johnsen MSW, LISW-S
Solutions Community Counseling and Recovery Centers
204 Cook Road
Lebanon, OH 45036-8336
Phone Number: 513/228-7800

XVI. TERMINATION

This Contract may be terminated at any time with or without cause by either party upon sixty (60) days written notice, effective when mailed by certified mail, return receipt requested, to the other party.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving thirty (30) days written notice to the Agency of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by reference herein. If the parties are unable to agree to the reduction in the rate of compensation, this Contract may be terminated following the aforementioned thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-1002 of the Warren County Board of Commissioners dated 7/30/19, on behalf of the Warren County Sheriff's Office.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____ 7/30/19
Date

SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS

By: Angela Johnsen CEO 6-20-19
Date

WARREN COUNTY SHERIFF'S OFFICE

By: _____ 6-24-19
Date

Approved as to Form

6/14/14

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Angela Johnson, holding the title and position of CEO at the firm Solutions CCRC, 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.

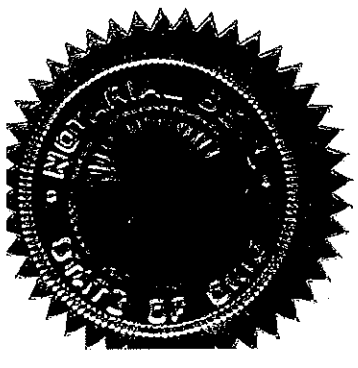
Angela Johnson
AFFIANT

Subscribed and sworn to before me this 19th day of July 20 19

Andrea K. Bauman
(Notary Public),

Warren County.

My commission expires May 29, 20 22



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1003 *Adopted Date* July 30, 2019

APPROVE AND ENTER INTO CONTRACT WITH COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY, INC., DBA SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS ON BEHALF OF THE WARREN COUNTY JAIL REGARDING A CORRECTIONS THERAPIST

BE IT RESOLVED, to approve and enter into contract with Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, 204 Cook Road, Lebanon, Ohio 45036-8336 for a corrections therapist for the Warren County Jail. Copy of agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that his contract shall remain in full force and effect for a term of two (2) years beginning on July 1, 2019 and ending on June 30, 2021.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Community Mental Health Centers of Warren County, Inc.
dba – Solutions Community Counseling and Recovery Centers
Sheriff (file)

CONTRACT FOR BEHAVIORAL HEALTH SERVICES: Corrections Therapist

This Contract is made this 1st day of July, 2019, between the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office, hereinafter collectively referred to as "the County," with its office located at 406 Justice Drive, Lebanon, Ohio 45036, and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, hereinafter referred to as "the Agency," with its office located at 204 Cook Road, Lebanon, Ohio 45036-8336. The following circumstances are present at the time of this Contract.

WHEREAS, this Agreement is for the provision of mental health services including assessment, individual and group for inmates at the Warren County Jail. The objective of this Contract is to assist individuals with mental health or substance use crises to maintain or resume community functioning. These services are to be available eight (8) hours per day, five (5) days per week.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF THE COUNTY

The County will provide sufficient confidential space in the Warren County Jail for the purpose of conducting evaluations, assessments and counseling by the Agency, its employees and subcontractors. In addition, business related items like furniture, internet, phone, computer, printer and supplies, IT support, jail radio, and man down alarm will be provided. Annual and routine trainings will be provided free of charge.

All clinical documentation will be maintained by the County in a secure and confidential manner to protect the PHI included in the documentation. Access to the official record will be granted to the Agency.

II. DUTIES OF THE AGENCY

The Agency will, for the duration of this contract, provide a full time, appropriately credentialed/licensed Correction Therapist who will:

- Provide mental health services (case management, diagnostic assessments, referral and case coordination)
- Provide individual and group therapy as appropriate

All clinical contacts will be document in accordance with prevailing practices and standards in the field for this setting. A duplicate copy of the records will be maintained by the Agency for the purpose of auditing and managing ongoing client care. The Agency will maintain additional information in their electronic health record and will maintain the documentation in a secure and confidential manner as required by certification and licensing standards.

III. LENGTH OF CONTRACT

This Contract shall become effective ***July 1, 2019***, and shall remain in force and effect through ***June 30, 2021,*** unless terminated as provided herein.

IV. POLICY ON NON-DISCRIMINATION

The Agency and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

V. GOVERNING LAW AND VENUE

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

VI. PARTIES

Whenever the terms "the County" and "the Agency" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the County and the Agency.

VII. COMPENSATION

The cost of the Contract for Fiscal Year 2020 (July 1, 2019, through June 30, 2020) and Fiscal Year 2021 (July 1, 2020, through June 30, 2021) is summarized in the following Table:

Fiscal Year	Maximum Annual Contract Cost
2020	$74,880
2021	$76,378

This annual amount covers up to 40 hours of coverage each week. These duties are non-essential so coverage will not be provided in the absence of the regular designated staff person. In the event of a vacancy if duties are covered the Agency will be reimbursed on an hourly basis.

The Agency shall provide the County with a comprehensive monthly summary of hours worked. This summary shall be forwarded to the Jail Administrator for review and comparison.

The Agency shall submit to the County on the first day of every month for the preceding month, an invoice for hours worked at the appropriate rate. Payment will be made within thirty (30) days after receipt of a proper invoice by the County.

The Agency may bill for the following holidays as if regular hours worked:

New Year's Day	January 1 (or the business day before or after, whichever is closest)
Martin Luther King Day	Third Monday in January

Memorial Day	Last Monday in May
Independence Day	July 4th (or the business day before or after, whichever is closest)
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following the Fourth Thursday in November
Christmas Day	December 25th (or the business day before or after, whichever is closest)
Day after Christmas Day	December 26th (or the business day before or after, whichever is closest)

VIII. INSURANCE

Agency shall carry at least $1,000,000.00 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Agency further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Contract is terminated, Agency 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 this Contract. Agency's insurance coverage shall be primary and no contribution from County to payment of any claim made thereupon shall be required. Agency shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to County. Cancellation or non-renewal of insurance shall be cause for termination of this Contract.

Agency shall maintain, for the duration of this Contract, statutory workers' compensation insurance and statutory employer's liability insurance as required by law.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract.

IX. ENTIRE CONTRACT

This Contract contains the entire contract between the County and the Agency with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

X. MODIFICATION OR AMENDMENT

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

XI. CONSTRUCTION

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

XII. WAIVER

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

XIII. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

Other than as provided herein, neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XIV. HEADINGS

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

XV. NOTICES

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners
Attention: Warren County Sheriff's Office
406 Justice Drive
Lebanon, OH 45036
Phone Number: 513/695-1250

TO: Angela Johnsen MSW, LISW-S
Solutions Community Counseling and Recovery Centers
204 Cook Road
Lebanon, OH 45036-8336
Phone Number: 513/228-7800

XVI. TERMINATION

This Contract may be terminated at any time with or without cause by either party upon sixty (60) days written notice, effective when mailed by certified mail, return receipt requested, to the other party.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving thirty (30) days written notice to the Agency of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by reference herein. If the parties are unable to agree to the reduction in the rate of compensation, this Contract may be terminated following the aforementioned thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-1003 of the Warren County Board of Commissioners dated 7/30/19, on behalf of the Warren County Sheriff's Office.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____ 7/30/19
Date

SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS

By: Angela Johnson CEO 6-20-19
Date

WARREN COUNTY SHERIFF'S OFFICE

By: _____ 6-24-19
Date

Approved as to Form

6/14/19
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Angela Johnsen, holding the title and position of CEO at the firm Solutions CCRC, 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.

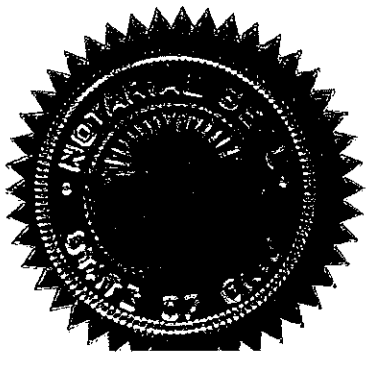
Angela Johnsen
AFFIANT

Subscribed and sworn to before me this 19th day of July 20 19

Andrew K. Bauman
(Notary Public),

Warren County.

My commission expires May 29, 2022



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1004 *Adopted Date* July 30, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/23/19 and 7/25/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor ___

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1005 *Adopted Date* July 30, 2019

RESCIND RESOLUTION #19-0970 AND APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, pursuant to Resolution 19-0970, adopted July 23, 2019, this Board approved various Operational Transfers into 5583-49000 (Water Projects Distributions & Transfers) should have been transferred into 5575-49000 (Sewer Projects Distributions & Transfers); and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-0970; and

BE IT FURTHER RESOLVED, to approve the following Operating Transfers:

$1,700,000	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753380-AAREVENUE-5575-49000	(Operational Transfers) (Waynesville Regional WWTP Project)
$637,838	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753381-AAREVENUE-5575-49000	(Operational Transfers) (Simpson Creek & Bear Run Lift Station Project)
$119,526.41	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753384-AAREVENUE-5575-49000	(Operational Transfers) (Waynesville Sewer Collection System Improvements Project)
$55,000	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753386-AAREVENUE-5575-49000	(Operational Transfers) (Sycamore Trails WWTP Upgrades Project)
$500,000	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753385-AAREVENUE-5575-49000	(Operational Transfers) (LLMWWTP Improvements Project)

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

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

Resolution adopted this 30rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mz

cc: Auditor ✓ Water/Sewer (File)
Operational Transfer file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1006 *Adopted Date* July 30, 2019

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following supplemental appropriation:

$4,000.00 22852200 5210 (Materials & Supplies)

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1007 *Adopted Date* July 30, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

$80,000.00	from	#11011400-5320	(IT Capital Purchases)
	into	#11011400-5400	(IT Purchased Services)

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Information Technology file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1008 *Adopted Date* July 30, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN MAP ROOM FUND #11011750

BE IT RESOLVED, to approve the following appropriation adjustment for the vacation payout of Nolin Hamlin, former employee of the Map Room:

$1,675	from	#11011750-5102	(Salaries)
	into	#11011750-5882	(Vacation Payout)

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Engineer (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1009 *Adopted Date* July 30, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustments:

$2,852.60	from	#22735100-5317	(Non Capital Purchases)
	into	#22735100-5850	(Training/Education)
$700.52	from	#22735100-5460	(Insurance)
	into	#22735100-5850	(Training/Education)
$1,853.26	from	#22735125-5811	(FCFC PERS)
	into	#22735100-5850	(Training/Education)
$59.91	from	#22735125-5871	(FCFC Medicare)
	into	#22735100-5850	(Training/Education)
$10,000.00	from	#22735100-5830	(Workers Compensation)
	into	#22735100-5210	(Materials & Supplies)
$3,157.28	from	#22735100-5830	(Workers Compensation)
	into	#22735100-5400	(Purchased Services)
$20,000.00	from	#22735100-5830	(Workers Compensation)
	into	#22735100-5430	(Utilities, General)

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/

cc: Auditor ✓
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1010 *Adopted Date* July 30, 2019

AUTHORIZING AN AGREEMENT WITH MONTGOMERY COUNTY AND MIAMI COUNTY RELATING TO THE POTENTIAL ISSUANCE BY MONTGOMERY COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF AFFILIATES OF MIAMI VALLEY HOSPITAL LOCATED OR TO BE LOCATED IN WARREN COUNTY, MIAMI COUNTY AND MONTGOMERY COUNTY

WHEREAS, Miami Valley Hospital, an Ohio nonprofit corporation (*"MVH"*) and certain of its affiliates, including Atrium Medical Center (*"AMC"*), have requested the County of Montgomery, Ohio (*"Montgomery County"*) to issue its revenue bonds pursuant to Chapter 140, Ohio Revised Code (the *"Act"*), in order to finance and refinance certain "hospital facilities" (as defined in the Act) located or to be located in the County of Warren, Ohio (*"Warren County"*), Montgomery County and the County of Miami, Ohio (*"Miami County"*); and

WHEREAS, this Board has been requested by MVH and AMC to authorize the execution and delivery of a Participating Public Hospital Agencies Agreement in the form attached as Exhibit A to this resolution (as it may be modified in accordance with Section 1 of this Resolution, the *"Agreement"*) in connection with the proposed issuance by Montgomery County of revenue bonds for the purpose, in part, of financing and refinancing costs of hospital facilities located or to be located in Warren County; and

WHEREAS, this Board has found and determined, on the basis of representations made by MVH and AMC, that the issuance by Montgomery County of the revenue bonds for the purpose, in part, of financing and refinancing hospital facilities located or to be located in Warren County, would promote the public purposes set forth in Section 140.02, Ohio Revised Code, and benefit the residents of both Warren County and Montgomery County; and

WHEREAS, a public hearing has been held by this Board on this date concerning the proposed issuance of the revenue bonds, after publication of notice of that hearing in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*);

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Warren, State of Ohio, that:

Section 1. At least two members of this Board are hereby authorized and directed to execute and deliver, for and in the name and on behalf of Warren County and in their official capacities, the Agreement with Montgomery County and Miami County in substantially the form attached to this resolution as Exhibit A, with such changes therein as shall not be materially adverse to Warren County and as shall be approved by the officers

executing the same, the approval of any such changes by those officers being conclusively evidenced by their execution of the Agreement. The Clerk of this Board is hereby directed to deliver an executed counterpart of the Agreement to Montgomery County.

Section 2. MVH and AMC have represented, and, based on those representations, it is found and determined that MVH and AMC are nonprofit hospital agencies; that the provision of financing and refinancing of hospital facilities for the benefit of MVH and AMC through the issuance by Montgomery County of bonds under the Act, will promote the public purpose of better providing for the health and welfare of the people of both Montgomery County and Warren County, and of the State of Ohio, by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby; that the provisions of the Agreement will promote the cooperation of "hospital agencies," as defined in and contemplated by the Act, and will result in economies in the financing of hospital facilities under the Act.

Section 3. The issuance of the revenue bonds is hereby approved by this Board, as an "applicable elected representative" of Warren County, solely for the purpose of satisfying the requirements of Section 147(f) of the Code.

Section 4. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor (certified)
Bond file
Dinsmore & Shohl

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution that was duly adopted by the Board of Commissioners of Warren County, Ohio on July 30, 2019 and appearing upon the official records of said Board.

Clerk of the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1011 *Adopted Date* July 30, 2019

FINDING THAT THE RELEASE OF CERTAIN PARCELS ALONG TOWNSHIP LINE ROAD TO BE A MINOR DEVIATION FROM THE ESTABLISHED WATER SERVICE AREA, AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RELEASE SUCH TERRITORY TO WESTERN WATER COMPANY AND AMENDING THE SERVICE AREA BOUNDARY MAP

WHEREAS, a history of territorial disputes and litigation over who is entitled to provide water service throughout Warren County was resolved by a Consent Decree filed on March 7, 2007 to settle pending litigation in the United States District Court for the Southern District of Ohio, Western Division, thereby amicably establishing the respective service area for Western Water Company and this Board throughout Warren County; and,

WHEREAS, the Consent Decree attached a map delineating the Service Area boundary establishing the respective territory designated to Western Water Company and Warren County in which each party would have exclusive rights, without any obligation to do so, to conduct or permit third parties to construct, reconstruct, repair, operate and maintain water supply facilities, and provide water service; and,

WHEREAS, the Consent Decree further provided the Service Area boundary was final and binding, unless the Western Water and Warren County agree to minor deviations, on a case by case basis, necessitated by one or more developments in their respective Service Area, by way of a process of the requesting party requesting in writing that the releasing party agree to the release and map amendment based on its sole discretion; and,

WHEREAS, based on necessity of certain development, it is the desire of Western Water Company and this Board to amend the Service Area boundary to release certain parcels along Township Line Road to be within the territory for Western Water Company to have exclusive rights including without limitation to be the sole water service provider.

NOW THEREFORE BE IT RESOLVED:

1. That the Board finds that the parcels identified in the Agreement attached hereto and made a part hereof constitutes a minor deviation from the territory of the Service Area boundary established by Consent Decree.

2. At the request of Western Water Company, the Board does hereby approve and authorize the President or Vice-President of the Board to execute the attached Agreement releasing the identified parcels along Township Line Road to be within the territory for Western Water Company to have exclusive rights including without limitation to be the sole water service provider based on the terms therein.

3. That the Board is acting in its administrative capacity in adopting this Resolution.

4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

5. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

6. That this Resolution shall take effective immediately unless otherwise required by law.

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

CGB

cc: c/a—Western Water Company
Water/Sewer (file)
Prosecutor

AMENDMENT
TO
THE SERVICE AREA BOUNDARY MAP
FOR WATER SERVICE THROUGHOUT WARREN COUNTY, OHIO

This Amendment to the Service Area Boundary Map for Water Service Throughout Warren County, Ohio (the "Agreement") is entered into on the date stated below, by Western Water Company, an Ohio non-profit corporation, P.O. Box 756, Goshen, OH 45122, and Warren County Board of Commissioners, an Ohio political subdivision, 406 Justice Drive, Lebanon, OH 45036.

1. Recital.

The purpose of this Amendment is to amend the water service area boundary map and release certain territory along Township Line Road to Western Water Company to have exclusive rights, without any obligation to do so, to conduct or permit the construction, reconstruction, repair, operation and maintain of water supply facilities, and for Western Water Company to be the sole water service provider in such territory.

2. Release.

Upon the written request of Western Water Company, the Warren County Board of Commissioners does hereby release the following parcels to Western Water Company for the said purposes, subject to the contingencies set forth in paragraph 3 below:

Owner	Address	Parcel ID	Acreage
Greg Rush	4326 Township Line Road	09-16-300-033	4.178
Mary Ann Chappelear	4166 Township Line Road	09-16-300-045	9.835
Jeffrey Palmer	4300 Township Line Road	09-16-300-037	7.384
Lori Ann Bacca	4396 Township Line Road	09-16-300-035	4.704
Jeffrey Stromatt	Township Line Road	09-16-300-046	36.757

3. Contingenies.

This map amendment and release is contingent upon water service being made available to the aforesaid properties by Western Water Company no later than July 31, 2020. If water service is not available by that date, this release is null and void and the service area shall revert back to Warren County without any further action on the part of either party. In such event the original Service Area boundary map shall be controlling.

4. Map Amendment.

Subject to the aforementioned contingencies, the original Service Area boundary map attached to the Consent Decree in the case captioned Western *Water Company vs. Warren County Board of Commissioners*, filed in the United States District Court for the Southern District of Ohio, Western Division, as Case No. 1:06CV471, is amended by the map attached as Exhibit "A" and made part hereof, to reflect the release of the five (5) parcels to Western Water Company.

5. Effective Date.

This Amendment shall be effective as of its date of execution by both of the parties.

6. Ratification/Conflicts.

All other provisions of the said Consent Decree and Service Area boundary map are hereby ratified and shall continue in full force and effect. In the event any conflict or dispute arises between the said Service Area boundary map attached to the said Consent Decree and this Agreement and Exhibit "A" attached hereto, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Agreement and Exhibit "A."

IN EXECUTION WHEREOF, the Western Water Company has caused this Agreement to be executed by Jim Beamer, on the date stated below, pursuant to a corporate resolution authorizing such act.

WESTERN WATER COMPANY

SIGNATURE: Jim Beamer

PRINTED NAME: Jim Beamer

TITLE: President of the Board of Trustees of
Western Water Company

DATE: 7/25/19

APPROVED AS TO FORM:

Jack McLaughlin

JOHN F. MCLAUGHLIN
ATTORNEY FOR WESTERN WATER COMPANY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused its name to be affixed hereto by its President or Vice-President, on the date stated below, pursuant to Resolution Number 19-1011, dated 7/30/19.

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

SIGNATURE: _____

NAME: Shannen Jones

TITLE: President

DATE: 7/30/19

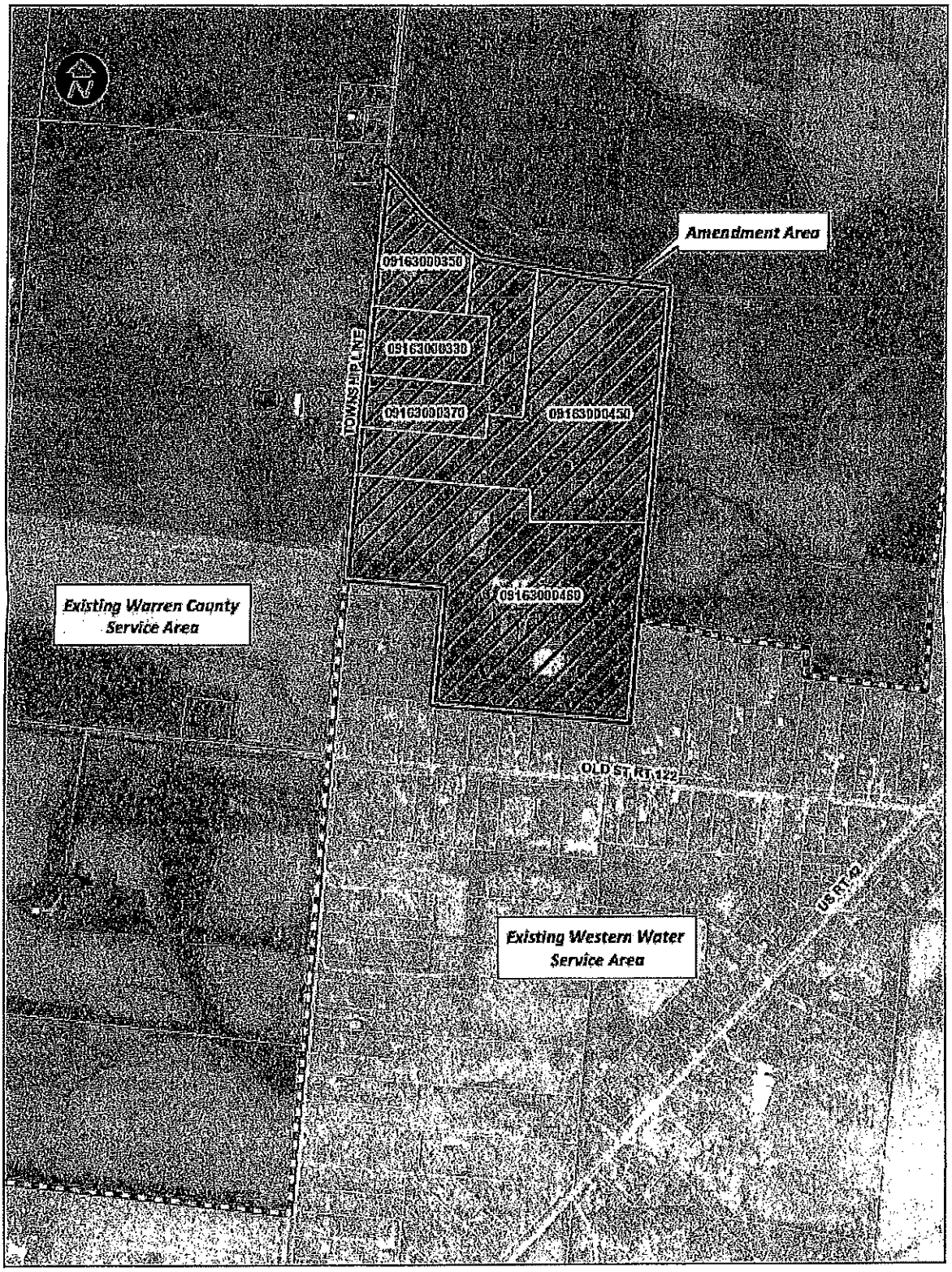
APPROVED AS TO FORM:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

_____

By: Bruce A. McGary, Asst. Pros.
Date: 7/30/2019

EXHIBIT A


Amendment Area
09163000350
09163000330
09163000370
09163000450
09163000460
TOWNSHIP LINE
Existing Warren County Service Area
Existing Western Water Service Area
OLD ST RT 122
US RT 42

RESOLUTION 19.01

Warren County has proposed an amendment to the Service Area Boundary Map Agreement between Warren County and Western Water Company to allow Western Water to supply water to the following properties in Warren County:

Owner	Address	Parcel ID	Acreage
Greg Rush	4326 Township Line Road	09-16-300-033	4.178
Mary Ann Chappelear	4166 Township Line Road	09-16-300-045	9.835
Jeffrey Palmer	4300 Township Line Road	09-16-300-037	7.384
Lori Ann Bacca	4396 Township Line Road	09-16-300-035	4.704
Jeffrey Stromatt	Township Line Road	09-16-300-046	36.757

A copy of the proposed Amendment to the Service Area Boundary Map Agreement is attached as Exhibit A.

Upon call of the roll, the following vote resulted in the support of the amendment:

Mr. Jim Beamer	Yes
Mr. Ken Stringer	Yes
Mr. Charles Burroughs	Yes
Mr. Doug Utsch	Yes
Mr. Wil Weisenfelder	Yes

NOW, THEREFORE, be it resolved, Jim Beamer is hereby authorized to execute the Amendment to the Service Area Boundary Map Agreement.

Resolution adopted this 25 day of July, 2019.

WESTERN WATER COMPANY

Doug Utsch, Secretary

2061565

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1012 *Adopted Date* July 30, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office – Corrections Fund #11012210 in order to process a vacation leave payout for April Tate former employee of Sheriff's Office - Corrections:

$2,390.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	Into	#11012210-5882	(Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 30th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Sheriff's Office (file)
OMB