

Resolution

Number 20-1244

Adopted Date September 08, 2020

APPROVE RECLASSIFICATION OF KAYLA NEW FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Kayla New has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kayla New to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 12, 2020, and

BE IT FURTHER RESOLVED, Ms. New will receive the typical three percent increase upon completion of her year probation in October 2021.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
K. New's Personnel file
OMB – Sue Spencer

Resolution

Number 20-1245

Adopted Date September 08, 2020

APPROVE RECLASSIFICATION OF KENDRA HALL FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Kendra Hall has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kendra Hall to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 12, 2020, and

BE IT FURTHER RESOLVED, Ms. Hall will receive the typical three percent increase upon completion of her year probation in May 2021.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
K. Hall's Personnel file
OMB – Sue Spencer

Resolution

Number 20-1246

Adopted Date September 08, 2020

APPROVE RECLASSIFICATION OF JOHN MANFREDA FROM INVESTIGATIVE CASEWORKER I TO INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that John Manfreda has completed the required CORE training for the Investigative Caseworker II position and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify John Manfreda to the position of Investigative Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 12, 2020, and

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
J. Manfreda's Personnel file
OMB – Sue Spencer

Resolution

Number 20-1247

Adopted Date September 08, 2020

HIRE OLIVIA TAYLOR AS PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Olivia Taylor, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$22.24 per hour, under the Warren County Job and Family Services compensation plan, effective September 28 2020, subject a negative background check, drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Taylor will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
O. Taylor's Personnel file
OMB – Sue Spencer

Resolution

Number 20-1248

Adopted Date September 08, 2020

AMEND THE PERSONNEL POLICY MANUAL WITH THE ADDITION OF SECTION 2.11
TELEWORKING POLICY

WHEREAS, it is the desire of this Board to add Section 2.11 Teleworking Policy to the
Personnel Policy Manual; and

NOW THEREFORE BE IT RESOLVED, to amend the Personnel Policy Manual, with the
addition of Section 2.11 Teleworking, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage
Facilities Management
Water/Sewer
Commissioners
Telecommunications
Grants Admin.
Building & Zoning
Clerk of Courts
Treasurer
Auditor
Veterans
Coroner
Engineer
Personnel Policy file
CSEA
OhioMeansJobs
Solid Waste
Emergency Services
County Court
Dog and Kennel
Children Services
Recorder
Information Technology
Economic Development
Human Services
OMB (file)
Soil & Water

I. Purpose

The purpose of this policy is to establish requirements and guidelines for employees engaging in authorized teleworking. “Teleworking” is a work flexibility arrangement under which an employee performs their work duties and responsibilities from an approved worksite other than the location from which the employee would otherwise work. Teleworking is a voluntary work alternative that may be appropriate for some employees and some positions. It is neither an entitlement nor an agency-wide benefit, and in no way changes the terms and conditions of employment. In times of emergency Teleworking may be required in order to maintain operations.

II. Scope

This policy applies to employees specifically authorized by their department to perform telework.

III. Requirements

Teleworking is voluntary and may be terminated by management at any time. An employee can make a request to terminate teleworking, however management will ultimately determine the approval or denial of the request. Only employees whose work is appropriate for teleworking will be considered for this arrangement by the department director/designee. (The employee may be required to telework in emergency situations.)

The director/designee must determine the appropriate plan for the teleworking program based on the needs of the office. Ensuring the office needs are met and that work is being completed effectively and efficiently is of the utmost importance. Before an employee has permission to perform work in another location other than the office, the director/designee will develop an agreement that includes the following:

A. Eligibility – Application for Teleworking

The director/designee must determine the parameters as to who can participate in the program and how to apply for the program.

1. Depending on the needs of the office, requests to telework may not be approved. Any request may be denied if the director/designee determine it is counter-productive to the needs of the office

B. Define Location of Work

1. The teleworking workplace is considered the employee's current residence as indicated by their home address in Munis
2. The workplace must be safe and free from hazards.
3. The workplace must be reasonably free from interruptions and distractions that would affect work performance.
4. The workplace must allow for the employee to preserve the confidentiality of sensitive or non-public information. Employer provided material or equipment shall not be removed from the workspace while the employee is teleworking (unless they are bringing equipment to the workplace).
5. For employees who must verbally communicate with others as part of their duties, the workspace must be quiet and allow for professional communications during those times.
6. The director/designee reserves the right to perform unannounced or periodic inspection of the worksite during the employee's assigned hours of work.
7. Teleworking employees shall not meet with the public, clients, or coworkers in their home office in any official capacity. The Employer is not responsible for any injuries to family members, visitors and other's in the employee's home. The employee agrees to indemnify and hold harmless the County, its agents and employees, from and against any claims, demands, judgments, liabilities, losses, damages, or expenses resulting or arising from any injury or damage to any person, corporation or other entity caused directly or indirectly by the teleworker's acts, omissions, bad faith, willful misconduct, or negligence, excluding acts within the scope of employment. The employee is responsible for compliance with any local zoning ordinances or other restrictions related to maintaining a work site in the home. The Employer is not liable for any fines, penalties, taxes, or other expenses that may accrue as a result of any violation of applicable restrictions.

C. Define Hours of Work

Employees are authorized to engage in teleworking during their normally scheduled workdays and hours, or on days/times pre-approved by their supervisor. Employees may not work outside of those days and hours without prior supervisor approval. Employees are responsible for accurately reporting their time worked each day. The department will define the hours of work, requirements for clocking in/out and reporting time.

D. Reporting for Work

1. Employees who do not work all or a portion of a day that they are scheduled to telework are responsible for requesting to use appropriate leave.
2. Teleworking is not to be used in place of sick leave, vacation leave, or Compensatory leave but may be used in conjunction with such leaves.
3. Teleworking cannot be used in place of child-care or elder-care arrangements.
4. An employee may be required to report to the office with little or no prior notice as determined by director/designee. If an employee is requested to return to the work site while on approved teleworking, the employee will not receive travel reimbursement for reporting to the office at any time.

E. Communication

While teleworking, employees must be reachable by the department during their normal working hours, and any other times designated by the department. If the employee becomes aware of or anticipates any disruption in technological communication during their normal working hours, they are to immediately notify their supervisor.

F. Equipment and Supplies

1. An employee who is granted permission to telework must use employer-issued equipment and supplies that the employee is currently assigned. Employees must protect employer-issued equipment from damage. If employer issued equipment is not available, the department director will determine if it is permissible to use personal equipment.
2. Equipment provided to an employee from the department shall remain the property of the department and shall be returned to the agency, in the same operating condition as when received, upon the termination of an employee's participation in teleworking.
3. The use of Employer equipment, software, data, and supplies is limited to the use of authorized persons and for the purposes related to Employer business only.
4. The employee will be responsible for the costs of maintenance, repair and operation of personal equipment not provided by the Employer. The Employer will not reimburse the employee for utility costs associated with

the use of computer equipment or the use of teleworking work location.

5. If the employee identified that additional and/or different equipment, supplies, or furniture may be needed at the teleworking workspace, it will be his/her responsibility to purchase and place such equipment, supplies, or furniture.

G. Security and Confidentiality

1. While working remotely, employees must take steps to preserve the security and confidentiality of work-related information by complying with all state and federal requirements for authorized access to, use, disclosure, and safeguarding.
2. Employees must maintain password protection to the same extent as required at the workplace, and keep confidential documents and records securely stored.
3. If working on personal devices, employees must have valid up-to-date anti-virus software and appropriate computer and internet security installed and activated. Any suspected hacks or breaches of security must be reported to the Employer immediately. Contents on personal devices used by employees for work purposes may be subject to the Ohio's Public Records Law.
4. The County is not responsible for any loss to the employee's property whether caused by physical damage, computer virus attacks or other intrusions via the internet.

H. Injuries

1. All employees are covered under the State of Ohio Workers' Compensation Law for injuries occurring in the course of, and arising out of, the performance of official duties while working at home. The workplace must be safe and free from hazards.
2. Immediate reporting of an incident is required. All incidents are subject to investigation.

I. Policies

This teleworking arrangement does not change the basic terms and conditions of employment, including rate of pay and benefits. Employees are expected to comply with all County and interdepartmental policies, procedures and performance standards.

J. Abuse/Discipline

The County retains the right to investigate alleged abuse of the teleworking policy and may cease or modify an employee's approval for telework at any time. The Employer may take appropriate disciplinary action against the employee for failing to comply with the provisions of this Teleworking policy or any other violations of policies, procedures and performance standards while teleworking.

Resolution

Number 20-1249

Adopted Date September 08, 2020

APPROVE EMERGENCY REPAIR AND REPLACEMENT OF AVIATION LIGHT AT THE OTTERBEIN WATER TOWER

WHEREAS, the Water Department has encountered a failed aviation light at the water tower located in Lebanon that is used to alert aircrafts of the tower's location for safety; and

WHEREAS, the repair is critical and time sensitive to maintain the safety of all air personnel flying over our Otterbein Water Tank; and

WHEREAS, a replacement is needed to repair the failed aviation light; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Tri County Tower LLC in the amount \$3,800.00 for a new flash tube and incidentals.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jad

cc: Auditor _____
Water/Sewer (file)

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

Resolution

Number 20-1250

Adopted Date September 08, 2020

AMEND RESOLUTION #20-1008 TO ADOPT THE WARREN COUNTY TAX BUDGET FOR YEAR 2021

WHEREAS, pursuant to Resolution #20-1008 adopted July 14, 2021, this Board approved the Warren County Tax Budget for year 2021; and

WHEREAS, clerical errors have been discovered in the anticipated receipts within Engineer 2202 and Human Services 2203 and it is necessary to amend Resolution #20-1008 to correct said errors; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #20-1008 adopted July 14, 2020, as follows:

	Entered Amount	Correct Amount
2202 MOTOR VEHICLE		
2202 40510 - MOTOR VEH REGISTRATION 4501.04	\$ 4,100,000.00	\$ (4,100,000.00)
2202 40520 - MOTOR VEH PERMISSIVE 4504.02	\$ 700,000.00	\$ (700,000.00)
2202 40550 - MOTOR VEH \$5 PERM 4504.15OR.18	\$ 805,000.00	\$ (805,000.00)
2202 40560 - PERM TAX (3) 4504.16	\$ 490,000.00	\$ (490,000.00)
2202 40570 - MOTOR VEH \$5 ADDL PERM 4504.24	\$ 1,100,000.00	\$ (1,100,000.00)
2202 40600 - MOTOR VEHICLE FUEL TAX	\$ 4,000,000.00	\$ (4,000,000.00)
2202 41065 - G.I.S. - CHARGE FOR SERVICES	\$ 100.00	\$ (100.00)
2202 45350 - REIMBURSEMENTS	\$ 300,000.00	\$ (300,000.00)
2202 45400 - BIDS/BONDS FORFEITURES	\$ 40,000.00	\$ (40,000.00)
2202 45555 - ADVANCE OF CASH IN	\$ 500,000.00	\$ (500,000.00)
2202 45940 - REFUNDS RED EXP-SALT & SAND	\$ 55,000.00	\$ (55,000.00)
2202 45999 - REFUNDS-(REDUCE EXPENSE)	\$ 25,000.00	\$ (25,000.00)
2203 HUMAN SERVICES		
2203 42010 - INCOME MAINTENANCE	\$ 848,243.00	\$ (843,243.00)
2203 42910 - FED INCOME MAINTENANCE	\$ 4,087,082.00	\$ (4,087,082.00)
2203 45902 - REFUNDS RED EXP-APS WORKER	\$ 45,000.00	\$ (45,000.00)
2203 49000 - DISTRIBUTIONS & TRANSFERS	\$ 191,196.00	\$ (191,196.00)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) _____
Tax budget file

Resolution

Number 20-1251

Adopted Date September 08, 2020

REESTABLISH FORMULA FOR DISTRIBUTION OF INTEREST EARNED FOR DESIGNATED ENTERPRISE FUNDS

WHEREAS, pursuant to Resolution #90-502 dated May 3, 1990, and amended by Resolution #18-1854 adopted November 27, 2018, this Board determined to pay interest from the County's pooled Treasury Investment earnings to designated Enterprise Funds and established the formula to determine the amount of said interest, and

WHEREAS, the formula that was established in 1990 was created when interest rates were high and an updated formula in necessary due to current interest trends; and

WHEREAS, the County has received funds from various sources that require, as a condition of receiving the funds, that these funds be held in interest bearing accounts; and

NOW THEREFORE BE IT RESOLVED, to reestablish the formula for distribution of interest earned for designated enterprise funds as follows:

1. At the beginning of each month, starting January 1, 2020, the County Treasurer shall calculate the average yield on the County's Investment Assets, excluding any assets segregated from bond issuance and invested for specific construction projects; and
2. The average interest rate, so determined, shall be used by the Treasurer to calculate interest credited to all designated and required accounts; interest credited to such accounts shall be the end of month account balance multiplied by the average interest rate, less a .25% administrative fee.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Treasurer (file)
Auditor (file)
Commissioners file
Susan Spencer

Resolution

Number 20-1252

Adopted Date September 08, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE APPLICATION FOR ADMINISTRATIVE SERVICES WITH DENTAL CARE PLUS

WHEREAS, it is the desire of the Board to authorize Tiffany Zindel, County Administrator, to sign the application for administrative services with Dental Care Plus for plan year effective January 1, 2021; and

WHEREAS, the forthcoming Administrative Services Contract will reflect no change to current administration fees and will include a 3-year rate guarantee commencing January 1, 2021.

NOW THEFIORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign the application for administrative services with Dental Care Plus; application attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Dental Care Plus
Horan Assoc
Dental Care Plus
Tammy Whitaker, OMB
Benefits File

Application for Administrative Services Contract

The Employer named below, on behalf of the self-insured dental benefits plan sponsored by the Employer hereby makes application to Dental Care Plus, Inc. (DCP) for an Administrative Services Contract.
Please print clearly or type requested information:

EMPLOYER GROUP INFORMATION			
Legal Name of Enrolling Unit/Employer: WARREN COUNTY COMMISSIONERS			
DBA Name (if other than above):		Tax ID#:	
Address: 406 JUSTICE DR	City: LEBANON	State: OH	Zip Code: 45036
Telephone Number: (513)695-1324		Fax Number: (513)695-2547	
Mailing Address (if different from above):		City:	State: Zip Code:
Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Trustee			
Other (please specify): _____			
Nature of Business or Industry: _____			
Subsidiaries – The following subsidiaries, affiliates or other organizations will be included under this Master Group Policy: _____			
ELIGIBILITY			
All active, full-time employees, working at least 30 hours per week are eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If no, list the classes of employees who are eligible: _____			
Total number of full-time, eligible employees: _____			
Dependent Eligibility			
<input type="checkbox"/> Dependents are eligible to age 19, or to age 25 if a full-time student (Not available in Tennessee or Indiana)			
<input checked="" type="checkbox"/> Dependents are eligible to age 26 regardless of financial dependency, residency, student or marital status			
<input type="checkbox"/> Other: _____			
Domestic Partner (non-married) Coverage <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, please select one of the following: <input type="checkbox"/> Same gender only <input type="checkbox"/> Same & opposite gender			
Employee Waiting Period			
New employees will be effective: <input type="checkbox"/> first of the month following date of hire <input type="checkbox"/> date of hire			
<input checked="" type="checkbox"/> 31st day of employment <input type="checkbox"/> 61st day of employment <input type="checkbox"/> 91st day of employment			
<input type="checkbox"/> 30 days, first of following month <input type="checkbox"/> 60 days, first of following month <input type="checkbox"/> 90 days, first of following month			
<input type="checkbox"/> Other (please specify): _____			

Rev. 03/26/2020

BILLING

Primary Authorized User – Required. This user is required and will receive invoices.

Company Name (please do not abbreviate): _____

Primary Contact Name: _____

Primary Contact Email Address: _____

Additional roles for this individual related to your dental plan (check all that apply):

- Finance contact Executive contact Key contact Coordinator
 Dental online billing access Dental online enrollment access

Additional Authorized Users – Optional

User 1 Name: _____ User 1 Email Address: _____

Additional roles for this individual related to your dental plan (check all that apply):

- Finance contact Executive contact Key contact Coordinator
 Dental online billing access Dental online enrollment access

User 2 Name: _____ User 2 Email Address: _____

Additional roles for this individual related to your dental plan (check all that apply):

- Finance contact Executive contact Key contact Coordinator
 Dental online billing access Dental online enrollment access

Is custom billing required for separating classifications or locations? Yes No

If custom billing is required, please attach a separate sheet with classifications, locations, addresses and contacts.

Will this plan replace any existing coverage: Yes No (if yes, indicate name and address of existing insurer)

Dental Insurer Name: _____

Phone Number: _____

(If this plan is replacing existing coverage, are any employees on COBRA)? Yes No

Broker Authorization – Optional

We need permission to grant your broker access to your online billing and/or enrollment information. Would you like to give your broker access to this information?

Yes, I want to allow my broker to have access to my information:

Note: by approving this access, you authorize your broker to modify/edit enrollment records on your behalf.

- Dental online billing access (will receive monthly billing emails) Dental online enrollment access

No, I do not give permission for my broker to have access to my information.

Broker First and Last Name: _____ Broker Company Name: _____

Broker Email Address: _____

Authorized Signature of Company Representative (REQUIRED): _____

Date: _____

DENTAL BENEFIT PLAN SELECTION

	Annual Individual/Family In Network Deductible Amount	Annual Individual/Family Out of Network Deductible Amount	Coinsurance Percentage In Network/ Out of Network
Preventive Benefits	\$ 0 / 0	\$ 0 / 0	100 % / 0 %
Basic Benefits	\$ 50 / 0	\$ 50 / 0	80 % / 0 %
Major Benefits	\$ 50 / 0	\$ 50 / 0	50 % / 0 %
Orthodontic Benefits	no deductible	no deductible	60 % / 0 %

Variable Options: Sealants: Preventive Basic
 Endodontics: Basic Major
 Periodontics: Basic Major
 Implant Coverage (if elected, will be Major Benefit): Yes No
 Preventive Visit Co-pay: \$N/A (applies to routine exams and cleanings per visit)

Annual Maximum Benefit (except ortho): Amount \$ 1000 Calendar Year Plan Year

Orthodontics: Yes No If Yes, Lifetime Maximum Benefit \$ 2400

Adult Orthodontics (includes Subscriber and Spouse): Yes No

Child Orthodontics (includes eligible dependent Children under age 19): Yes No

DENTAL NETWORK SELECTION

DPPO Network Selection:

- DentaSelect Plus DPPO Network
- Out-of-Network Reimbursement Level Advantage 900 Defined 800 Match
- Balanced Value DPPO Network
- Out-of-Network Reimbursement Level Match

DHMO Network Selection:

- Dental Care Plus DHMO Network

CONTRACT CHARGES / RATES

See Addendum A

EFFECTIVE & ANNIVERSARY DATES

Effective Date: If the Administrative Services Contract is executed by both DCP and the Employer, the Effective Date shall be 01/01/2021

Renewal/Policy Anniversary Date: 01/01/2024

SIGNATURES

The Employer hereby agrees and understands that the Administrative Services Contract is based on the information provided in this Application, which Employer hereby represents is true and accurate, and that acceptance of the Administrative Services Contract by the Employer constitutes agreement to all terms and conditions of the Application and the Administrative Services Contract. **Dental Care Plus, Inc. reserves the right to rescind any contract or policy or to take any other action which Dental Care Plus, Inc. deems necessary if the information provided on this Application is false or inaccurate.**

Michigan and Ohio Fraud Notice – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Kentucky Fraud Notice – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime.

Indiana Fraud Notice – A person who knowingly and with intent to defraud an insurer files an application for insurance containing any false, incomplete, or misleading information commits a felony.

Tennessee Fraud Notice – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For the Enrolling Unit/Employer:

By: *Russany Zind*

Title: *County Administrator* Date: *9-8-2020*

For Dental Care Plus, Inc.:

By: _____

Title: _____ Date: _____

Resolution

Number 20-1253

Adopted Date September 08, 2020

ENTER INTO A SELF-INSURED JOINT SETTLEMENT AGREEMENT AND RELEASE
WITH MAYNELL ULLOA

WHEREAS, upon review of Ohio BWC Claim #20-108298, it has been determined that
settlement of the claim is appropriate; and

NOW THEREFORE BE IT RESOLVED, to enter into a Joint Settlement Agreement and release
with Maynell Ulloa as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Ulloa, Maynell
Ohio BWC
Sedgwick
T Whitaker, OMB
Work Comp File

Resolution

Number 20-1254

Adopted Date September 08, 2020

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGES FOR LORI L. LUBURGH

WHEREAS, Lori Luburgh received a Homebuyer Assistance Loan and a Housing Rehabilitation Loan through the Warren County Board of Commissioners; and

WHEREAS, the Board has received payment in full for both of the Deferred Loans; and

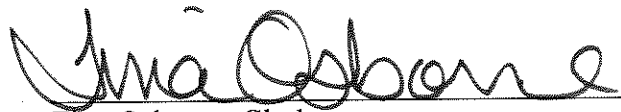
NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgages relevant to the Homebuyer Assistance and Housing Rehabilitation Loans for Lori Luburgh.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a –Luburgh, Lori
Prodigy Title Agency, LLC

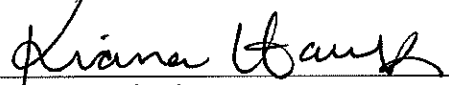
SATISFACTION OF MORTGAGES

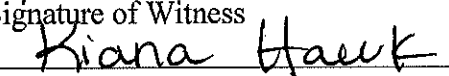
KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that two Mortgage Deeds, the first dated the 7th day of May, 1998, recorded on the 6th day of January, 2000, in Record of Mortgages, Book 1886 Pages 806-809, and the second dated the 7th day of January, 2000, recorded on the 5th of September, 2000, in Record of Mortgages, Book 2002 Pages 893 – 896, in the Office of the Recorder of Warren County, Ohio, executed by **Lori L. Luburgh**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 337 Pike Street, South Lebanon, Ohio 45065, and legally described in Exhibit "A", attached hereto and made a part hereof, have been **paid and fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by David G. Young, President, acting in his official capacity, has hereunto set his hand this 8th day of September, 2020, A.D.


Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners



Signature of Witness


Printed Name of Witness




David G. Young, President

State of Ohio
County of Warren, ss:

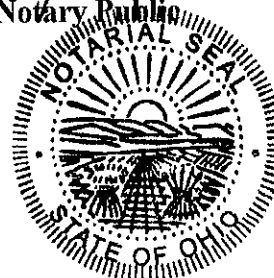
Be It Remembered, That on this 8th day of September, 2020, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named David G. Young, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Notary Public

This instrument prepared by Warren County, Ohio.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 13-31-106-010

Situated in the County of Warren, in the State of Ohio and in the Township of Union, in Section 31, Town 5E, Range 3N, M.R.S. and within the corporate limits of the Village of South Lebanon, Ohio.

Being Lot No. One Hundred Fifty-Five (155) in Kash D. Amburgy Subdivision, No. 4 as designated and delineated on the plat thereof, recorded in Plat Book 3, Page 203, Warren County, Ohio Plat Records.

Prior Instrument Reference: Volume 1536, Page 398, of the Official Records of Warren County, Ohio.

Resolution

Number 20-1255

Adopted Date September 08, 2020

**ENTER INTO CONTRACT WITH PETERSON CONSTRUCTION CO. FOR THE FRANKLIN
AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT**

WHEREAS, pursuant to Resolution 20-1152, adopted August 18, 2020 this Board approved a Notice of Intent to Award Bid for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project to Peterson Construction Co., for a total bid price of \$13,075,000.00; 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 Peterson Construction Co., 18817 OH-501, Wapakoneta, Ohio, for a total contract price of \$13,075,000.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Peterson Construction Co.
Water/Sewer (file)
OMB Bid file

RECEIVED

SECTION 00 5215

Peterson Construction Co.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made this 21st day of September, 20 20 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "OWNER" and Peterson Construction Company, doing business as (an individual, a partnership, or a corporation) called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

FAWTP MEMBRANE SOFTENING UPGRADES

hereinafter called the project, for the sum of \$ (13,075,000.00) 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 the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INSTRUCTIONS TO BIDDERS
- (C) BID
- (D) BID SECURITY
- (E) AGREEMENT
- (F) GENERAL CONDITIONS
- (G) SUPPLEMENTARY CONDITIONS
- (H) CONTRACT BOND (PERFORMANCE AND PAYMENT BONDS)
- (I) NOTICE OF AWARD
- (J) NOTICE TO PROCEED
- (K) CHANGE ORDER
- (L) DRAWINGS prepared or issued by AECOM.
- (M) SPECIFICATIONS prepared or issued by AECOM.
- (N) ADDENDUM

ADD#3

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED of the OWNER and shall substantially complete the Contract Work within **five hundred forty-eight (548)** calendar days and fully complete the Contract Work in its entirety within **six hundred eight (608)** calendar days after the date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

CONTRACTOR also agrees to pay as liquidated damages, the amounts as stated in the SUPPLEMENTARY GENERAL CONDITIONS.

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS SECTION IS BEING REVISED AND REISSUED AS PART OF ADD #3

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement 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 Agreement 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 three (3) counterparts, each of which shall be deemed an original on the date first above written.

THIS SECTION IS BEING REVISED AND REISSUED AS PART OF ADD #3

ATTEST:

By: [Signature]
Name: Kiana Hawk
(Print)
Title: Admin. Assistant

Warren County Board of Commissioners

Owner
By: [Signature]
Name: David Young
(Print)
Title: President

By: [Signature]
Name: Tom Grossmann
(Print)
Title: Member

By: _____
Name: _____
(Print)
Title: _____

APPROVED AS TO FORM:

By: [Signature] 9/2/20
Name: Adam M. Nice
(Print)
Title: Asst. President

THIS SECTION IS BEING REVISED AND REISSUED AS PART OF ADD #3

CONTRACTOR:

Peterson Construction Company

PO Box 2058

18817 State Route 501 North

Wapakoneta, Ohio 45895

ATTEST:

By: *LeAnn Elsass*

Name: LeAnn Elsass
Print

Title: Contract Administrator

By: *Robert K. Knapke*

Name: Robert K. Knapke
(Print)

Title: Vice President

END OF SECTION 00 5215

Resolution

Number 20-1256

Adopted Date September 08, 2020

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

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

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Pressley Ridge
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Pressley Ridge, hereinafter "Provider," whose address is:

Pressley Ridge
7162 Reading Rd Ste 900
Cincinnati, OH 45237

Collectively the "Parties."

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RECITALS

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

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

if to Provider , to Pressley Ridge
7162 Reading Rd Ste 900
Cincinnati, OH 45237

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(l) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.


Article XXXIII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider: <i>Ellei Beyant, LISW-S</i>	<i>7/23/2020</i>
Printed Name Pressley Ridge	Date
Agency: <i>Warren County</i>	
Printed Name Warren County Children Services	Date <i>9/23/2020</i>

APPROVED AS TO FORM

Kathryn M. Horvath
 Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

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

This Agreement is between

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

a Title IV-E Agency, hereinafter "Agency," whose address is

and

Provider Pressley Ridge		
Street/Mailing Address 7162 Reading Rd Ste 900		
City Cincinnati	State OH	Zip Code 45237

hereinafter "Provider," whose address is:

Contract ID : 19204913

Originally Dated :06/01/2020 to 05/31/2021

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

06/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 06/11/2020
 Provider / ID : Pressley Ridge/ 24405
 Contract Period : 06/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Hamilton County - Traditional Foster Care (30372)- FFH	1885656			\$26.30	\$34.48							\$60.78	06/01/2020	05/31/2021
Hamilton County - Treatment Foster Care/Level 1 (30074)- Excpt Need	107876			\$41.00	\$48.62							\$89.62	06/01/2020	05/31/2021
Hamilton County - Treatment Foster Care/Level 3 (30403)- Excp	4231663			\$47.00	\$71.25							\$118.25	06/01/2020	05/31/2021

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

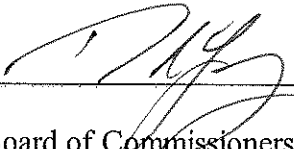
Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-1256, dated 9/8/20, and by the duly authorized Ellen Bryant of Ellen Bryant [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

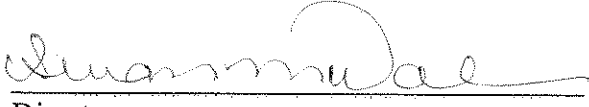
Ellen Bryant, LSW-S

Provider

Date 9/8/20


Date 7/23/2020

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Ellen Bryant, holding the title and position of Program Supervisor at the firm Kressley Ridge, 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.

Ellen Bryant
AFFIANT

Subscribed and sworn to before me this 25th day of August 20 20

Loretta Cassidy
(Notary Public)

Hamilton County.

My commission expires 10/19 20 20

Resolution

Number 20-1257

Adopted Date September 08, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH UNIVERSITY OF CINCINNATI SCHOOL OF SOCIAL WORK ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with University of Cincinnati School of Social Work for field instruction on behalf of the Warren County Juvenile Court Mary Haven Youth Center, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—University of Cincinnati School of Social Work
Juvenile (file)

**University of Cincinnati
School of Social Work**

Field Instruction – Affiliation Agreement

THIS AGREEMENT, entered into between the UNIVERSITY OF CINCINNATI on behalf of the School of Social Work ("School") and Warren County Board of Commissioners on behalf of the Warren County Juvenile Court ("Site") shall govern the use of the Site's facility as an approved setting for field instruction in the School's baccalaureate program and/or its graduate specializations in direct practice and social welfare administration.

WHEREAS, it is to the mutual benefit of the Site and the School to cooperate in educational programs using the facilities of the Site; and

WHEREAS, it is in the best interests of the parties to jointly plan for the organization, administration and operation of the educational programs.

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

The School agrees to:

1. Work cooperatively with the Site in designating appropriate field learning experiences. The School will also work with the student and field instructor in deciding the educational appropriateness, timing, and feasibility of particular field learning experiences. These experiences may be within the Site, or in outside "satellite" placements.
2. Respect the autonomy of the Site to set its own program, and Site identity as primarily a service delivery system and only secondarily as a professional training resource.
3. Select and/or recommend students who are in good standing to be placed at the Site and make alternate plans for placement of student(s) in the event that such planning becomes necessary.
4. Carry final responsibility for educational decisions concerning the student (e.g., grades, credits, hours in the Site, and the field-course curriculum in the Site and/or satellite field placement).
5. Designate a member of the faculty to serve as fieldwork liaison to the Site. The liaison will periodically visit the Site to review student progress and consult with the field instructor on learning patterns and problems.
6. Provide opportunities for field instructors to review curriculum development efforts and have input into this process.
7. Share student's evaluations of the field placement experience and participate, with the Site, in decision-making regarding on-going field placement opportunities.
8. Provide the Site with electronic access and/or a copy of the School's current Graduate Program (MSW) Field Instruction and/or Undergraduate (BSW) Program Field Instruction Manual, along with student evaluation forms.
9. Ensure that all students involved in the educational program at the Site will receive general training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the facilities of the Site. The School will present proof of such training to the Site upon request. The School agrees to provide all students with electronic access to and/or copies of the National Association of Social Workers Code of Ethics, as well as provide applicable training on such Code of Ethics

and safety in the field. The School agrees to provide all students with electronic access to and/or copies of the current Ohio Counselor, Social Worker & Marriage and Family Therapist Board Laws & Rules.

10. Insure the School and its employees, students, agents and volunteers while acting on the School's behalf through a comprehensive program of self-insurance. Evidence of this insurance shall be provided to the Site upon the Site's request. If employees of the School will be in the Site with students during the affiliation experience, the School shall provide, upon request, evidence of Workers' Compensation insurance covering its employees.
11. If requested by Site, student shall be responsible for completion of a criminal background check conforming to Site-specific criteria. The student will submit the results of the criminal background check to Site.
12. If requested by Site, student shall be responsible for completion of a drug screening conforming to Site-specific criteria. The student will submit the results of the drug screening to Site.

The Site agrees to:

1. Involve the student in the total Site program as appropriate and select assignments for the students in keeping with their educational needs.
2. Provide qualified staff as field instructors, subject to approval by the School, to supervise the performance of the student.
3. Assure that each field instructor has adequate time within his/her work schedule to: (a) meet the educational needs of the student through development of learning opportunities; (b) prepare for regularly scheduled individual conferences with student for a minimum of one (1) hour per week of formal supervision and ½ hour per week of availability informally for questions; (c) meet with the faculty liaison at periodic intervals to discuss learning opportunities and student performance; (d) prepare reports and evaluations as required by the School; and (e) attend appropriate School sponsored meetings, institutes, and seminars where feasible.
4. Permit students to use its facilities during the period of placement, including: (a) space for students that are sufficiently private for carrying on independent work and activities, (b) clerical service for those records and reports which are produced for the Site, and (c) access to client and Site records;
5. Assure that the faculty field liaison is advised of policy and service changes and developments, which may affect student learning or the School's curriculum.
6. Consult with the faculty field liaison, as early as possible, when concerns develop regarding a student's progress or performance.
7. Provide reimbursement whenever possible for all student travel expenses on Site business.
8. Observe the School's academic calendar with respect to student holiday and vacation periods.
9. Will provide access at reasonable times and with reasonable advance notice to representatives of the School and the representatives of the School's accrediting bodies.
10. Acknowledge that information embodied in student education records is protected from disclosure pursuant to the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232(g) and agrees to abide by its provisions.

11. Protect student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. & 1232 (g), and the Health Insurance Portability and Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C. § 1181 et seq. and 42 USC 1320d et seq. Site further agrees to be liable for, and report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.
12. Develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student education records received from, or on behalf of School or its students. The procedures will be documented and available for School to review upon request. Upon termination, cancellation, expiration or other conclusion of the Agreement, Site shall securely store or destroy student education records in accordance with its own human resource retention policies.
13. Responsibility for the enforcement of its HIPAA policies and procedures and compliance by School's Students. School's students will be functioning as part of the Site's workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Site's HIPAA policies and procedures.
11. Insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability.
12. Execute this Agreement only by a duly authorized agent of the Site.

The School and Site agree:

1. To follow the standards and guidelines of the School's current Graduate Program (MSW) Field Instruction Manual and/or Undergraduate (BSW) Program Field Instruction Manual.
2. In the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses. Notice shall be provided by either party of any potential claim as soon as the claim, or potential claim, is known.
3. The maximum number of students assigned to the Site during any instructional period shall be established by mutual agreement. The Site reserves the right to limit the number of students it accepts for affiliation.
4. Where areas of difference exist or occur in rules, regulations, or questions of school work, field experience, or other Site practices, the Site rules, regulation or practices shall prevail and such conflict shall be referred to School fieldwork liaison and Site field instructor.
5. There shall be no discrimination based on race, color, religion, national origin, sex, sex orientation, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era.
6. Agree to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes, including but not limited to OSHA, which are applicable to this Agreement.
7. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between School and Site. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.
8. This Agreement shall become effective as of 8/7/2020, and shall continue in effect for five years from the effective date with the understanding that this Agreement may be reviewed annually and revised, if necessary. This Agreement can be terminated at

the will of either party hereto upon giving the other party no less than ninety (90) days written notice of the party's intention to terminate. All students involved in the field instruction experience at the time of termination shall be permitted to complete the current term.

9. Notice to the School shall be in writing and sent by United States regular mail, postage prepaid, to:

University of Cincinnati
School of Social Work
Director of Field Education
1515 French Hall West
PO Box 210108
Cincinnati, OH 45221-0108
phone: 513.556.4626
fax: 513.556.2077
email: lisa.zimmer@uc.edu

10. Notice to Site shall be in writing and sent by United States regular mail, postage prepaid, to:

Mary Haven Youth Center
900 Memorial Drive
Lebanon, Ohio 45036

11. The terms and conditions of this Agreement can only be modified by mutual written agreement by the parties.

IN WITNESS WHEREOF, we have hereunto set our hands.

UNIVERSITY OF CINCINNATI

By: Tina F. Whalen
Name: Tina F. Whalen EdD, DPAT, MPA, PAT, FNAP
Title: Dean and Professor, College of Allied Health
Date: 8-10-20

APPROVED AS TO FORM

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

SITE

By: David Young By: _____
Name: David Young Name: _____
Title: President Title: _____
Date: 9/8/20 Date: _____

Please print this document to complete the required information and return to the Director of Field Education. A fully signed copy will be sent back to you for your records.

Resolution

Number 20-1258

Adopted Date September 08, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH BUSINESS INFORMATION SYSTEMS, INC (BIS) ON BEHALF OF THE WARREN COUNTY JUVENILE COURT.

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with Business Information Systems, Inc. (BIS), for courtroom video equipment on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Information Systems, Inc. (BIS)
Juvenile (file)



June 26, 2020

Anthony Brigano
Warren County Probate/Juvenile Court
900 Memorial Drive,
Lebanon, OH 45036

RE: BIS Digital Technical Support Agreement Renewal

Annual Full Support Agreement	
Effective Date	9/26/2020
Account Number	WAR801
Contract Number	21-09-A-57099-M-50011427
Contract Amount	\$18,864.54

Mr. Brigano,

Attached is your Full Support Agreement.

To continue your technical support without disruption or unnecessary fees, please sign this electronic renewal form. Per our agreement, this invoice is due upon receipt.

Without a signed support agreement, you will be charged hourly for technical support in accordance with our on-demand technical support fees.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please do not hesitate to contact me at 800-834-7674, ext. 4527 or BISContracts@bisdigital.com.

Best regards,

Rebecca Ferreira
Rebecca Ferreira



Full Support Agreement

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

Warren County Probate/Juvenile Court
900 Memorial Drive,
Lebanon, OH 45036
Phone: (513) 695-1180
Contract #: 21-09-A-57099 -M-50011427

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS

- A. The term of this agreement is for a period of twelve (12) months from the effective date. Upon expiration of the term, this agreement shall automatically renew for successive periods of twelve (12) months unless one party provides written notice to the other party of its intent to terminate this agreement in which case it shall terminate sixty (60) days from the date of the notice. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the user to 24 hours per day, 7 days per week telephone support and on-site support Monday- Friday (8am – 5pm ET) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the user's integrated system. Any changes or enhancements will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS Digital has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.
- F. BIS Digital agrees to provide customer with no less than ninety (90) days notice in the event of any price increases.

Initials:


BIS Digital


Customer



2. COVERAGES
 - A. DCR Software (all BIS Digital supplied licenses) will receive annual upgrades as they become available. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
 - B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. CPU and Motherboards on computers over forty-eight (48) months old may no longer be available causing the computer to be obsolete. In this event, BIS Digital will provide a \$300 computer replacement credit.
 - C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.
 - D. Excluded Hardware (desktop and laptop computers, tablets, display monitors, projectors and headsets.) BIS Digital will handle repairs via manufacturer warranties, e.g., Dell, NEC, Toshiba, but will offer no extended warranties directly.
 - E. On-site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.
3. CUSTOMER RESPONSIBILITY
 - A. A proper backup of all data on a regular interval.
 - B. A user-appointed systems administrator to act as a liaison with the support department.
4. CONFIDENTIALITY
 - A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the user. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
5. PAYMENT
 - A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. At BIS Digital's option, support coverage may be halted for non-payment of any invoice greater than sixty (60) days beyond the due date.
6. LIABILITY
 - A. In no event shall BIS Digital, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data or earnings due to equipment down time.
 - B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Ohio shall govern this agreement and any litigation shall occur in Warren County Ohio.

Initials:


BIS Digital


Customer



This contract covers the following equipment

Purchased on Invoice#57099 / PO#73996 & 73997

Change Order on Invoice#57343

Installed on 9/25/2008:

- DCR 4ch Digital Recording Software for laptops w/ Software Assurance (3)
- BIS Digital USB Audio Mixer (s/n: 0703C4395; 0703C4437 & 1207C1071)
- Pro44 Unidirectional Condenser Boundary Microphone (2)
- Pro49QL Microphone Gooseneck Microphone (2)
- 8615rs Quickmount Microphone Stand W/Mute Switch (1)
- 8615 Quickmount Microphone Stand (1)
- Video Capture Card USB (3)
- One-Sided External Clock Verification Device (2)
- USB Footpedal (1)
- Color Hi-Res Digital Quad Splitter (3)

Purchased on inv#67758

- Two-Sided USB External Digital Verification Device (s/n:A1347-21250) (1)

Purchased on Invoice# 68945 PO# 14032

- DCR 2ch Digital Recording Software for Laptop w/ Software Assurance (1)
- USB Conference Microphone Kit (1)

Purchased on invoice #72510-1 & 72937

Installed on 7/19/17

court # 1

Probate Court-video arraignment court # 1

- HDMI IP Video Encoder (1) SN{245305}
- HDMI Distribution Amplifier (1in/2out) (1) SN{0070299917011800155}
- 2nd Video Channel for DCR Products (1)
- HDMI over CAT6 Extender (Series 2) (1) SN{0070295916082300231}
- HDMI Cable Series 2 (3ft.) (3)
- HDMI Cable Series 2 (10ft.) (1)
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (1)
- Video Conference Collaborate Pro 600 (1)

Purchased on invoice 74019

Installed on 4/17/18

- Video Conference 600 (2)
- 2nd Video Channel for DCR Products (2)
- HDMI Distribution Amplifier (1in/2out) Series 2 (2) SN{0070299917120600127 & 128}

Initials:

 BIS-Digital Customer



- HDMI IP Video Encoder (2) SN{246972 & 247024}
- HDMI Cable Series 2 (10ft.) (2)
- HDMI Cable Series 2 (3ft.) (6)
- HDMI over CAT6 Extender (Series 2) (2) SN{0070295917110800459 & 460}
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (0.5)

Purchased on Invoice #76384R-2, 76384R-3, 76384R-4, 76384-2

Installed on 11/7/2019

- DCR 8ch Digital A/V Recording Software w/ Software Assurance (2)
- 2nd Video Channel for DCR Products (2)
- 3rd Video Channel for DCR Products (2)
- 4ch Input DANTE Expander (1)
- 4th Video Channel for DCR Products (2)
- 5th Video Channel for DCR Products (2)
- HDMI Distribution Amplifier (1in/2out) Series 2 (2) SN{0070299919030600200 / 201}
- Professional Digital PA Mixer DANTE Capable w/8ch USB out (1) SN{03711285}
- Video Conference 600 (2) SN{0953-1910-08 / 0955-19010-08}
- HDMI IP Video Encoder (2) SN{248152 / 248251}
- IP Camera (Series 2) (8)
SN{ACCC8E8A0395/9BAB2/9BAAC/9BAAD/ACCC8E8A0394/9BA8D/9B88F/9BABA}
- USB Gigabit NIC (10/100/1000) (2) SN{AH2A1807000407 / 412}
- Portable Assisted Listening Kit (FM) (2) SN{B011208 / B011210}
- Network Switch w/PoE 24-port (Series 6) (1) SN{DNI225111U6}
- Power Distribution System (Series 2) (1) SN{SNT6657593101700048}
- CAT6 Cable (Water Resistant) (0.5)
- 1U Rack Shelf (Series 2) (2)
- CAT6 Cable BK (Plenum) - 1,000ft Roll (2)
- CODEC Shelf (2)
- DANTE Virtual Sound Card (up to 64ch) (2)
- Desk Rack (10U) (1)
- Desktop Scaler/Switcher (Series 3) (2)
- HDMI Cable Series 2 (3ft.) (6)
- HDMI Cable Series 2 (6ft.) (2)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (1)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (1)
- Stereo Headset w/Long Cord (2)
- Unidirectional Condenser Boundary Microphone (8)
- Unidirectional Condenser Boundary Microphone (4)
- USB Footpedal (2)
- Wall Mount for HDMI/USB PTZ Camera (Series 2) (2)

Initials:


BIS Digital


Customer



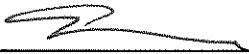
The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 9/26/2020
Contract #: 21-09-A-57099-M-50011427
Annual Contract Amount: \$18,864.54

Accepted By:

BIS Digital, Inc.

Warren County Probate/Juvenile Court


By Steve Coldren


By

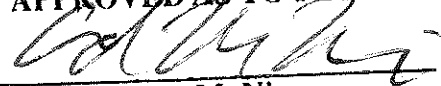
President
Title

President
Title

June 26, 2020
Date

9/8/20
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Initials:


BIS Digital


Customer

AFFIDAVIT OF NON COLLUSION

STATE OF FLORIDA
COUNTY OF BROWARD

I, Kirk Ambrose, holding the title and position of Vice President at the firm BIS Digital, 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.

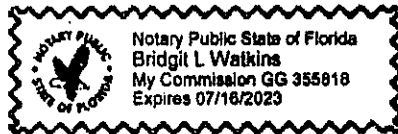
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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.

[Signature]
AFFIANT

Subscribed and sworn to before me this 26th day of August 2020

[Signature]
(Notary Public),
Broward County.



My commission expires _____ 20 _____

BUSINESS INFORMATION SYSTEMS, INC.
 1350 NE 56th Street Suite 300
 Fort Lauderdale, FL 33334 US
 +1 8008347674 BY 4527
 AP@bisdigital.com
 www.bisdigital.com



BILL TO	SHIP TO
Warren County Juvenile/Probate Court	Warren County Juvenile/Probate Court
900 Memorial Drive	900 Memorial Drive
Attn: Anthony Brigano	Attn: Anthony Brigano
Lebanon, OH 45036	Lebanon, OH 45036

INVOICE 79634

DATE 09/26/2020 TERMS Due on receipt

DUE DATE 09/26/2020

SHIP VIA	START DATE	END DATE	CONTRACT / PO #
MNT	09/26/2020	09/25/2021	WAR801-M-50011427

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MNT-R-DCR	#21-09-A-57099-M-50011427 Renewal Contract BIS Digital Recording System Maintenance (see agreement for equipment list)	8,468.22	8,468.22
4	DCR SAS	Annual DCR Software Assurance (per license) Coincides with Maintenance Contract	350.00	1,400.00
0.88493	MNT-AD-DCR	Addendum to Existing Service Contract. Coverage on equipment purchased on Invoice#76384R-2 with first year of service expiring on 11/6/2020. (annual cost of \$8,296.32 has been pro-rated to expire with above contract) Coverage Dates: 11/7/2020 - 09/25/2021	8,296.32	7,341.66T
0.88493	DCR SAS	(2) Annual DCR Software Assurance (per license) Coincides with Maintenance Contract Addendum to Existing Service Contract. Coverage on software assurance purchased on Invoice#76384R-2 with first year of service expiring on 11/6/2020. (annual cost of \$350 each has been pro-rated to expire with above contract) Coverage Dates: 11/7/2020 - 09/25/2021	700.00	619.45T

*Invoice for
Nov 2019
pro-rated*

*Invoice for
Nov 2019
pro-rated*

SUBTOTAL	17,829.33
TAX (0%)	0.00
TOTAL	17,829.33

TOTAL DUE \$17,829.33

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

Resolution

Number 20-1259

Adopted Date September 08, 2020

APPROVE AND ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and enter into a Youth Worksite Agreement with the following
company, as attached hereto and made part hereof:


Redkey Express
123 East Main St
Mason, Ohio 45040

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 28 day of Aug., 2020, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Redkey Express, 123 East Main St, Mason, OH 45040** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Youth Work Experience Program from date of action by the Board of Commissioners through June 30, 2021.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Work Experience Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Work Experience funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Work Experience funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) 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.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days' notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
<i>Attire: work boots, pants, shirts</i>	
<i>NO - Tennis shoes, shorts, or</i>	
<i>NO - cut off shirts</i>	

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th
day of September, 2020.

WARREN COUNTY BOARD OF COMMISSIONERS:

David G. Young, President



WORKSITE:

Redkey Express

Worksite Name

Brian Gray

Signature/Worksite Administrator

8/28/2020

Date

Owner

Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative

Date

OhioMeansJobs Warren County

Matt Fetty

Matt Fetty OMJWC, Director

9/1/20

Date

APPROVED AS TO FORM:

Keith Anderson

Keith Anderson, Assistant Prosecuting Attorney

Adam M. Nica, APA 9/2/20

Attachment A

Warren Co. TANF Work Experience Employment Program
Request Form

I. Agency Information:

Agency Name: Redkey Express

Address: 123 E. Main St. / Mason, OH. 45040

Phone: 859-393-3221 E-mail Briangray@redkeyexpress.com

Agency Administrator: _____

Contact Person: Brian Gray

FEIN#: 46-1684491

II. Program Information: Work for the youth will begin at the worksite on or about 9/1/10 and continue until on or about love hrs. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
3001 E. Kemper Cincinnati, OH. 45241	Mike Deimling 513-667-4224			From: To:	Yes No
6380 Centre Park West Chester, OH. 45069	Jason Sieg 513-277-4676			From: To:	Yes No
4219 St. Rt. 42 Mason, OH 45040	Lucas Mogge 859-835-1119			From: To:	Yes No
123 E. Main St. Mason, OH 45040	Brian Gray 859-393-3221			From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

- Worksite #1 3001 E Kemper - delivery, installation, warehousing
- Worksite #2 6380 Centre Park - delivery, installation, warehousing
- Worksite #3 12109 STRUTZ - delivery, installation, warehousing
- Worksite #4 123 E Walnut - delivery, installation, warehousing
- Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)
 Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Operate NON CDL Vehicles

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Work Experience at the worksite (s) requested.

Brian Gray / Owner
Signature of Worksite Administrator/Title

8/28/2020

Date

Matt Fetty

8/31/20

Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUNDINGS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

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

Resolution

Number 20-1260

Adopted Date September 08, 2020

ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF
OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into an On-the-Job-Training Agreement with the following
company, as attached hereto and made part hereof:

Redkey Express
123 Main East Main St
Mason, OH 45040

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



Butler County
Clermont County
Warren County
A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where *Talent Meets Opportunity*

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between, Redkey Express (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 8/27/20 and shall remain in effect through June 30th, 2021 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Redkey Express
Address: 123 East Main St, Mason, OH 45040

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Brian Gray
Authorized Signature
8/27/2020
Date

David Young
Authorized Signature
9.8.20
Date

Brian Gray / Owner
Printed Name and Title

David Young, President
Printed Name and Title

Brian Gray briangray@redkeyexpress.com
Contact Person and E-mail Address

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Warren

I, Brian Gray, holding the title and position of Owner at the firm Redley Express, 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.

Brian Gray
AFFIANT

Subscribed and sworn to before me this 27 day of August 2020

Jennifer Born
(Notary Public),

Warren County.

My commission expires June 25 2020



JENNIFER BORN
Notary Public, State of Ohio
My Commission Expires
June 25, 2023

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

Resolution

Number 20-1261

Adopted Date September 8, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A NEW COMMERCIAL ACCOUNT PURCHASE AGREEMENT WITH BOOT BARN ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT FOR THE PURCHASE OF UNIFORM APPAREL AND SAFETY SHOES

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a new Commercial Account Purchase Agreement with Boot Barn on behalf of the Warren County Water and Sewer Department for the purchase of uniform apparel and safety shoes, copy of said commercial account purchase agreement and application attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: c/a—Boot Barn
Water/Sewer (file)

BOOT BARN® WORK

NEW ACCOUNT APPLICATION

////////////////////////////////////
All sections must be completed

Date: 9/2/2020

Full Legal Name of Business Entity or Gov't Department: Warren County Commissioners on behalf of Warren County Water & Sewer Dept.

Phone Number: 513-695-1377 Fax Number: 513-695-2995

Street Address 406 Justice Dr

City Lebanon State OH Zip Code 45036

Billing Address (if different from above)

PO BOX 530 City LEBANON State OH Zip Code 45036

Email Address: wcwater.ap@co.warren.oh.us Web Address _____

If Business is a subsidiary, Name of Parent Company, Street Address, City, State, Zip Code

Name: N/A

City _____ State _____ Zip Code _____

Person to contact regarding: Sales/Purchasing Amy Fox

Person to contact regarding: Accounts/Billing Amy Fox

Phone Number 513-695-1195 Email Address Same as above

In Business Since _____ Type of Business: Sole Proprietor Partnership

Corporation L.P. LLC Municipality/Government

Federal Tax ID Number: 31-6000058 Duns Number: _____

Tax Exempt: Yes No *If exempt please include Tax Exempt Certification.*

Invoicing Instructions: _____

BOOT BARN® WORK

NEW ACCOUNT APPLICATION

//////
All sections must be completed

Program Details:

Approximate Number of Employees using Program: 25 approx

Type of Industry/Work: Water & Sewer Utility

Maximum Company Contribution per purchase: _____

Credit Limit \$ \$7,500

Product Categories, Required and Restricted to under this program:

Work Boots

- Non-safety toe
 Safety toe

Apparel

- Work Shirts
 Work Pants
 Outerwear

Flame Resistant

- Shirts
 Pants
 Outerwear

Boot Care and Accessories

- Boot Trees
 Boot Treatment
 Leather Care

Boot Care amount not to exceed \$ \$7,500

Other merchandise: _____

In Store Payment Type (please select one):

- Your own company produced voucher or PO
 Boot Barn Produced Voucher (Specific Dollar Amount)

Special Instructions (i.e. employee must present a valid ID; voucher must be authorized by a certain person, etc.)
Employee must present a signed Purchase Order

Send invoices by:

- Email Mail

Required back-up to be sent with invoices:

- Company ID Signed Receipt Voucher PO#

Store Locations

Please indicate which store(s) you would like to service your account: 9376 Mason-Montgomery Road

Please indicate which store referred you: 9376 Mason-Montgomery Road

//////

BOOT BARN[®] WORK

NEW ACCOUNT APPLICATION

All sections must be completed

Any and all sales of merchandise to Applicant shall be subject of the following terms and conditions:

- 1. Payment Terms:** Payment Terms are displayed on each invoice. If payment is made after the due date, Boot Barn may impose a monthly finance charge at a rate equal to 5% of the unpaid balance of the invoice price per month, commencing thirty (30) days after the due date. [REDACTED] Acceptance of such finance charge by Boot Barn shall not constitute a waiver of any other rights Boot Barn may have due to Buyers' non-payment.
- 2. Taxes:** [REDACTED] Buyer is tax exempt and shall provide Boot Barn with tax exemption certificate upon request.
- 3. Boot Barn Policies and Procedures:** Buyer acknowledges and agrees that all sales of merchandise hereunder are subject to the then current and applicable policies and procedures set forth in Boot Barn Policies and Procedures Manual, including, without limitation, Boot Barn's policies with respect to return of merchandise and any related credits for such returns.
- 4. Boot Barn Commercial Accounts** are not eligible to participate in the Boot Barn Rewards Program.

As an authorized representative of the applicant herein, I acknowledge and agree that the applicant shall be bound by the Terms and Conditions set forth above. Further, I authorize Boot Barn to obtain such credit information as is deemed necessary, including bank and trade references, to process this request for credit.

Warren County Commissioners on behalf of
Company Name: Warren County Water + Sewer Dept.

Signature: [Handwritten Signature]

Title: President

Print Name: David Young

Date: 9/8/20

Please do not hesitate to contact us
if you have any questions at 877-857-9675 or
commercialaccounts@bootbarn.com
or visit us at www.bootbarn.com/commercialaccounts

Please email your completed application to: creditapp@bootbarn.com

Boot Barn Work - New Account Appli...: Contracts - Goods and Services Agreement

2020-CON-0048

Status Closed Client Warren County... Parties *Not entered*

[Home](#) | [Search](#) | [More](#) |

Matter

Matter General

General

Parties

Documents

Drafts

Files

Calendar

Notes

Tasks

Activity

Matter Details

Title

Boot Barn Work - New Account Application

Type

Contracts

Practice Group

General Civil

Client

Organization

Status

Closed

Subtype

Goods and Services Agreement

Reference No.

2020-CON-0048

Closed On

Not entered

Summary

Form contract from Boot Barn for uniforms, boots, etc for Water and Sewer Department.

Client Contacts

Name	Client	As Of	Ending
Zeiber, Michael B.	Warren County Boa...	08/20/2020	

Key Dates Requested

Not Entered

Assigned Personnel

Name	Role	As Of	Ending
Nice, Adam	Counsel	08/24/2020	

Created in the client portal on 08/20/2020 2:15 PM by Michael B. Zeiber.

Boot Barn Work - New Account Appli...: Contracts - Goods and Services Agreement

2020-CON-0048

Status Closed Client Warren County... Parties *Not entered*

Home | Search | More |

Matter

Notes

Sort

General

Monday, August 24, 2020 1:51 PM *by Adam Nice*

Note To Client

All

Parties

I've redacted and edited Boot Barn's standard terms, I've placed the redacted version in the file explorer for your review, Boot Barn will have to agree to these changes.

Matter

Documents

Note To Client

Drafts

Note From Client

Files

Calendar

Notes

Tasks

Activity

Resolution

Number 20-1262

Adopted Date September 08, 2020

RESOLUTION DECLARING PROPERTY NO LONGER NEEDED FOR PUBLIC USE, OBSOLETE, AND UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED

WHEREAS, the Warren County Water and Sewer Department has miscellaneous scrap metal parts on hand that include fire hydrants, meter pit rings, lids, valve boxes, meter bases, various pumps and shelving that it has attempted to sell these items by bid and received zero bids, further, based on past experience it is believed the scrap metal on hand has a value of approximately \$1,000 or less; and

WHEREAS, Section 307.12(B) of the Ohio Revised Code permits the Board to sell property by private sale, without advertisement or public notification if the property is believed to be less \$2,500 in value, and the property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, the particular scrap metal at issue has no public use whatsoever and is unfit for the use for which it was acquired; and

NOW THEREFORE BE IT RESOLVED, to authorize the Water and Sewer Department pursuant to R.C. 307.12(B), to attempt to sell the scrap metal without advertisement or notification

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Water & Sewer (file)

Resolution

Number 20-1263

Adopted Date September 08, 2020

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, HEALTH DEPARTMENT AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Common Pleas Court – General Division, Health Department, and Telecommunications in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2020 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

B&Z20010

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

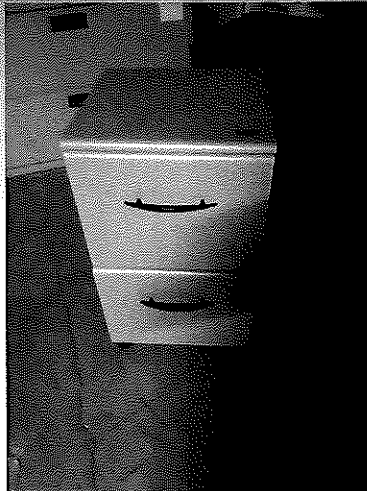
Building & Zoning

Date:

Jul 15, 2020

010

FILING CABINET, CHAIRS, FILING, COAT RACK



Select Item Type

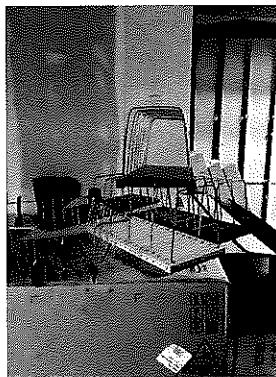
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	2 DRAWER FILING CABINET
2			Y	CHAIRS
3			Y	FILE DIVIDERS
1			Y	MAIL BASKET
1			Y	COAT RACK

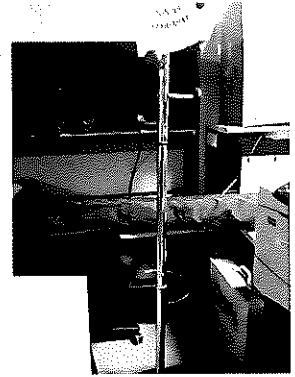
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

B&Z20011

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

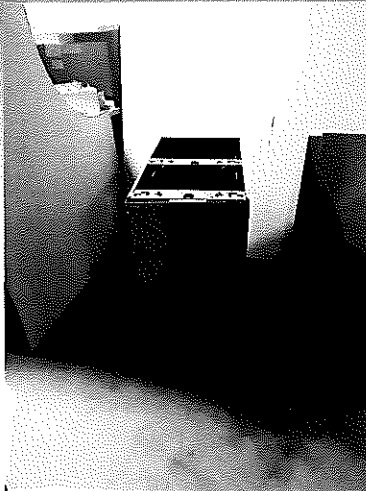
Building & Zoning

Date:

Jul 15, 2020

011

FILING CABINET, DESK, CORK BOARD, CHAIRS, MONITORS

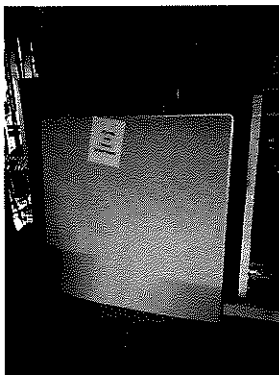


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	DESK
1			Y	3 DRAWER FILING CABINET
1			Y	CORK BOARD
2			Y	MONITORS

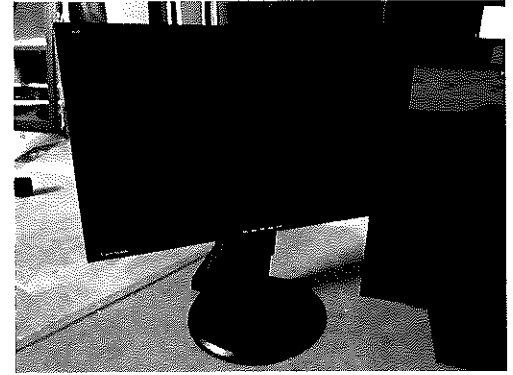
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #:

B&Z20012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date:

Jul 15, 2020

012

DESKS, CREDENZAS, FILING CABINETS



Select Item Type

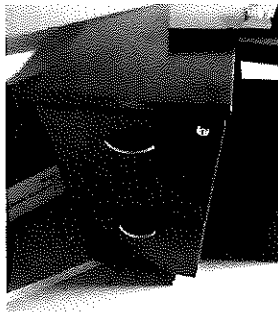
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	DESK
2			Y	SIDE DESKS
2			Y	CREDENZAS
1			Y	3 DRAWER FILING CABINET
2			Y	2 DRAWER FILING CABINET

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3 RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

CPC20012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

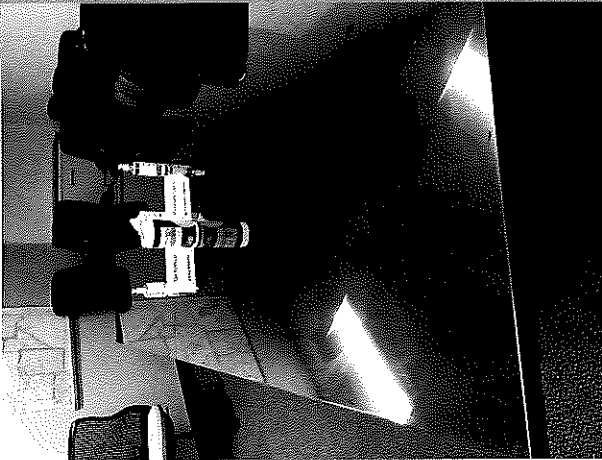
Common Pleas Court - General

Date:

Jul 23, 2020

012

Large Wood Conference Table w Glass Top



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 7/23/20

Did Item Work When Removed?

Yes

No

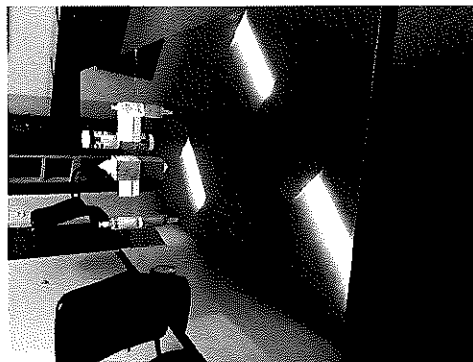
Unknown

Additional Comments

Large Wood Conference Table w Glass Top
Good shape; roughly 4' x 12'



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513 695 2596

Location of Item: Facilities Management 430 Justice Dr Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

CPC20014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jul 23, 2020

014

Wood Conference Table



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

7/23/20

Did Item Work When Removed?

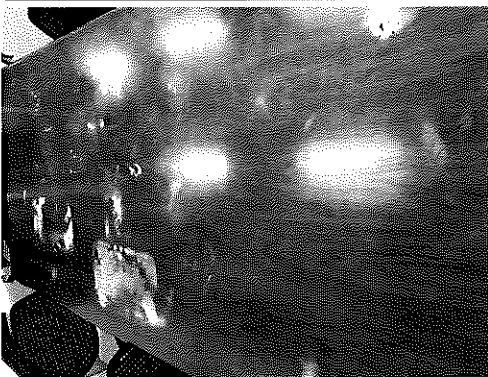
Yes

No

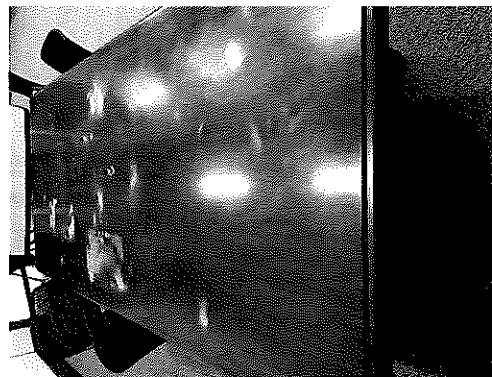
Unknown

Additional Comments

Wood Conference Table
Needs some TLC to resurface top; very sturdy



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513 695 2596

Location of Item: Facilities Management 430 Justice Dr Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CPC20015

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

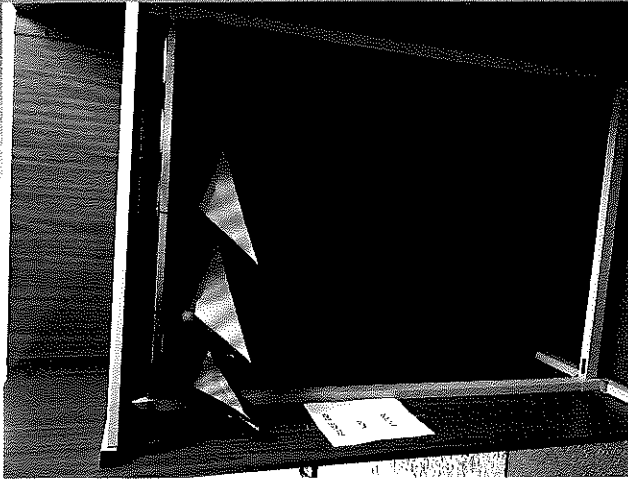
Common Pleas Court - General

Date:

Jul 22, 2020

015

Wood Coat Rack



Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service

7/22/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Wood Coat Rack - good shape



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: COMMON PLEAS CT 500 JUSTICE DR LEBANON OH

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals#

CPC20016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - General

Date: Aug 14, 2020

016

LARGE WOOD CONFERENCE TABLE



Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service 7/23/20

Did Item Work When Removed?

Yes

No

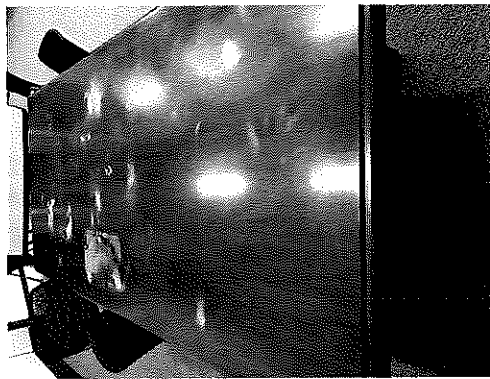
Unknown

Additional Comments

LARGE WOOD CONFERENCE TABLE - NEEDS TOP RESURFACED
VERY HEAVY



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: 500 JUSTICE DR LEBANON OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

HTH20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Health Dept.

Date:

Jul 28, 2020

001

Office Paper Shredder

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Fellowes

Model #

Fellowes 225CI

Serial #

Date Removed From Service

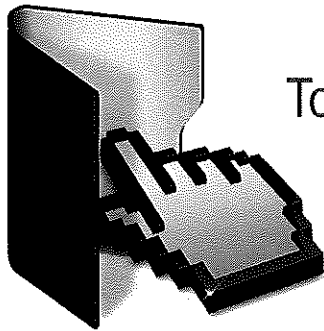
7/24/20

Did Item Work When Removed?

Yes

No

Unknown



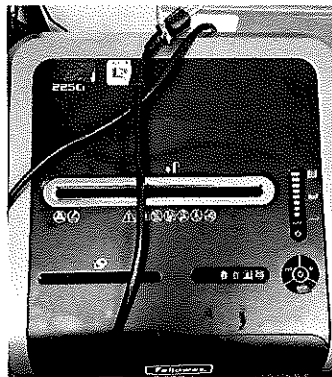
Click Here
To Upload Your
First Image

Additional Comments

The motor only goes in reverse.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL20004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

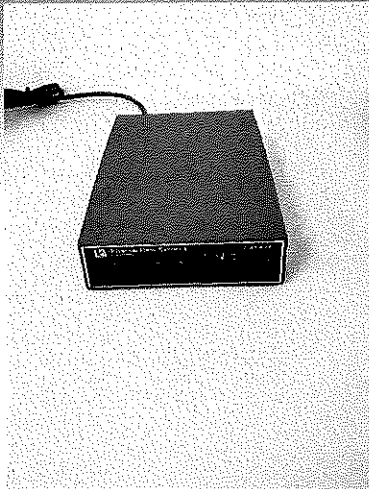
Telecommunications

Date:

Aug 12, 2020

004

Motorola Scada Modem



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Motorola

Model #

208AB/AS

Serial #

Scada Modem, S/N: 005005

Date Removed From Service

8/12/20

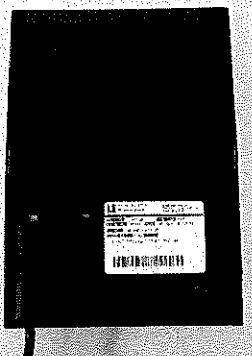
Did Item Work When Removed?

Yes

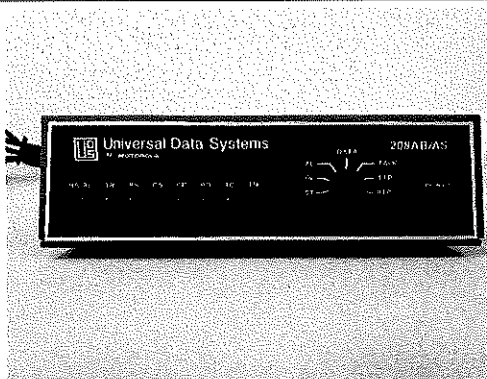
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telcom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date

Aug 12, 2020

005

Northern Telecom QCA13 Power Cabinet



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Northern Telecom

Model #

J2357D-1

Serial #

85/02 52

Date Removed From Service

8/12/20

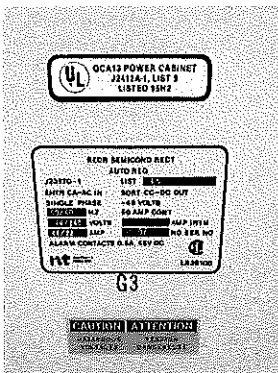
Did Item Work When Removed?

Yes

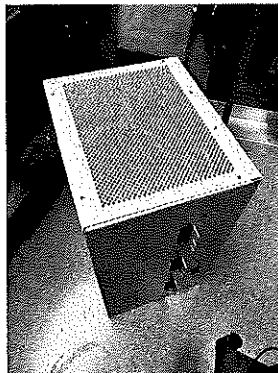
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL20006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

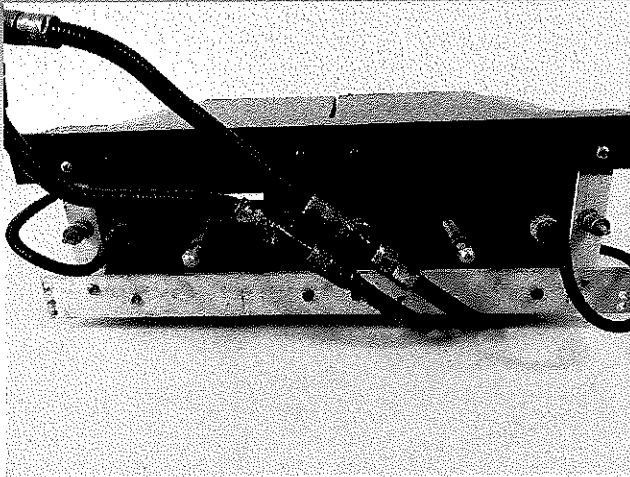
Telecommunications

Date:

Aug 12, 2020

006

Decibel 800 MHz Combiner

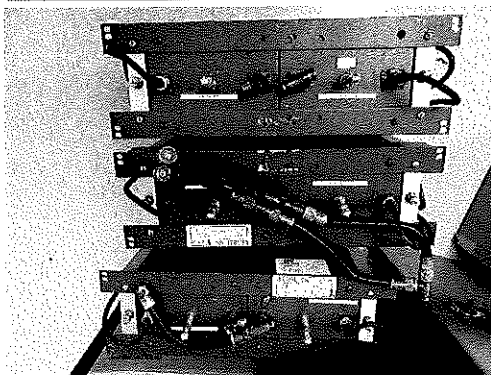


Select Item Type

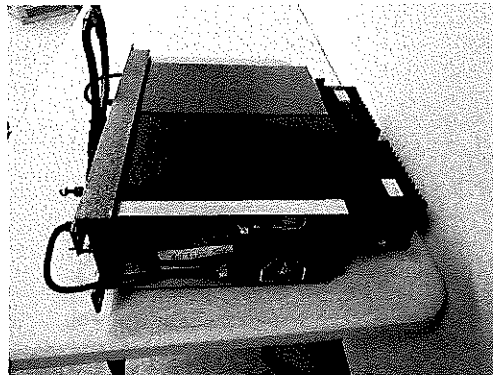
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
9	Decibel	DB8062H4-8	UNK	800 MHz Combiner, attached to 19" Rack mounts, gray in color

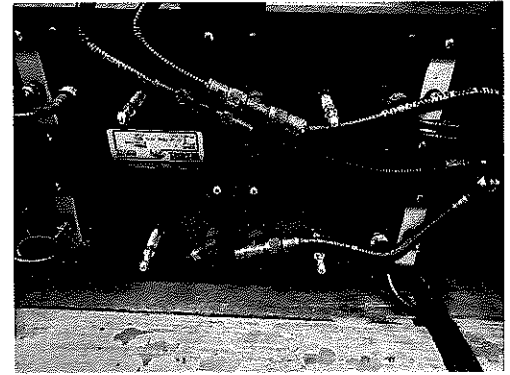
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL20007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

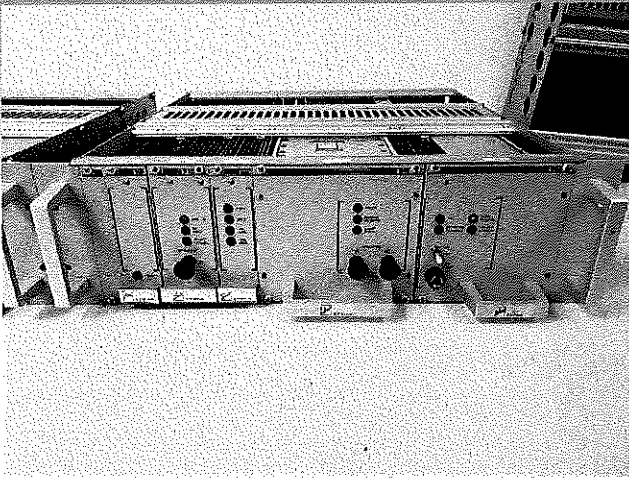
Telecommunications

Date:

Aug 12, 2020

007

Ball Rubidium Clock

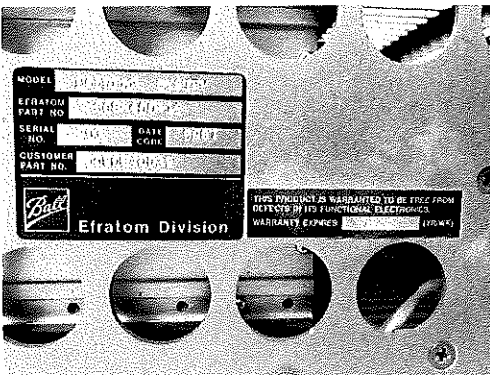


Select Item Type

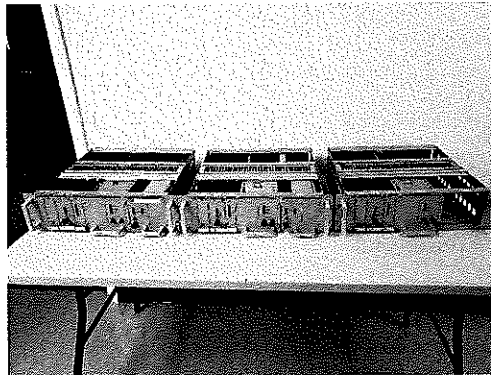
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Ball	808-400-14	UNK	Rubidium Clock

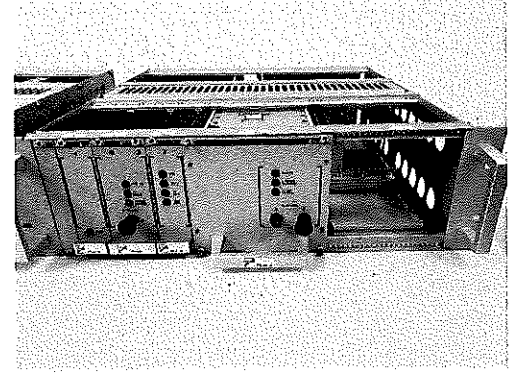
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

TEL20008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Aug 12, 2020

008

Decibel Tower Top Amp Power Supply



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Decibel

Model #

DB8516-202W

Serial #

Tower Top Amp Power Supply

Date Removed From Service

8/12/20

Did Item Work When Removed?

Yes

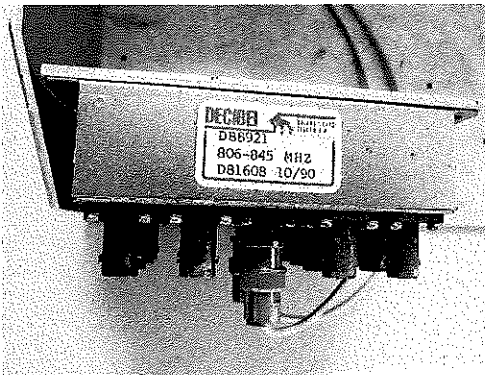
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

TEL20009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

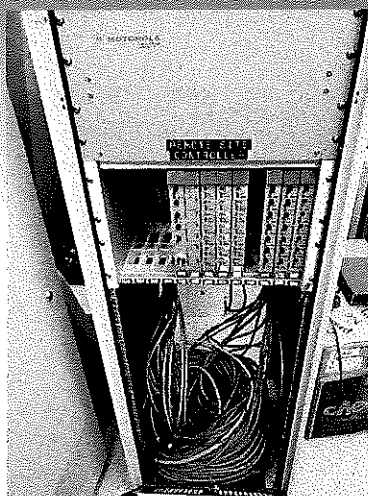
Telecommunications

Date:

Aug 12, 2020

009

Motorola Site Controller with 7 various replacement cards



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Motorola

Model #

T5076A

Serial #

277CKL0003

Date Removed From Service

8/12/20

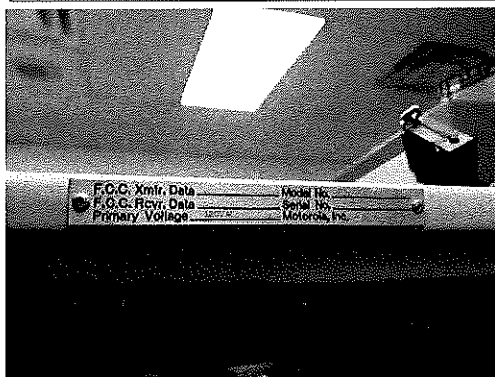
Did Item Work When Removed?

Yes

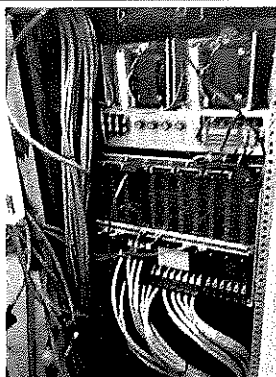
No

Unknown

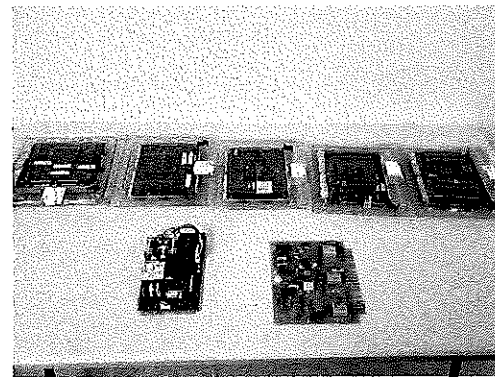
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals TEL20010

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date: Aug 12, 2020

010

GE VHF Repeater with Voter and Power Supply



Select Item Type

Single Item

Category: Communication/Electronic Equipment

Brand: GE

Model #: Master II

Serial #: VHF repeater w/voter & power sup

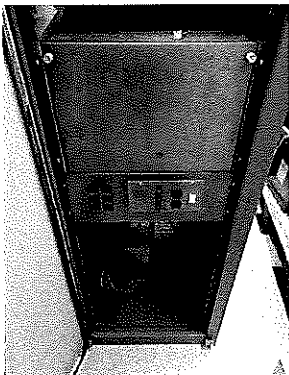
Date Removed From Service: 8/12/20

Did Item Work When Removed?

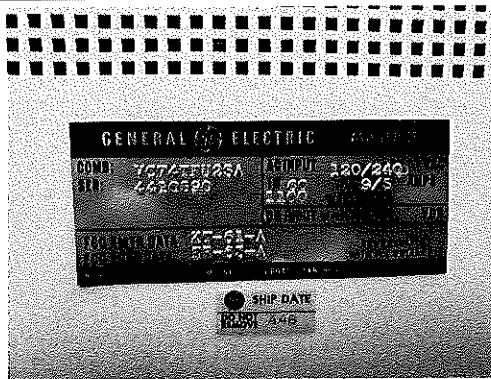
Yes No Unknown

Additional Comments

Empty box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom. Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL20011

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

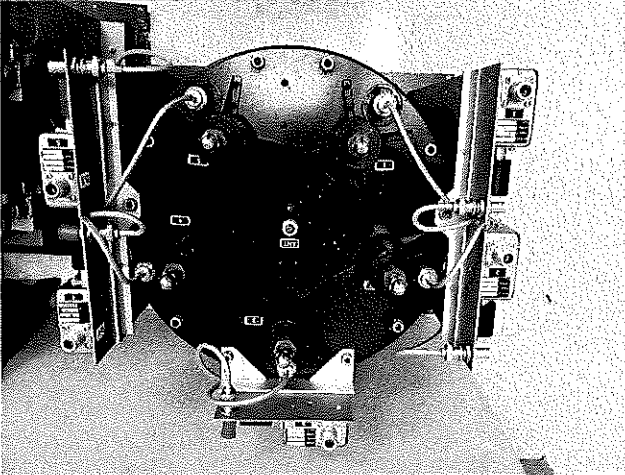
Telecommunications

Date:

Aug 12, 2020

011

Celwave 800 MHz Combiners



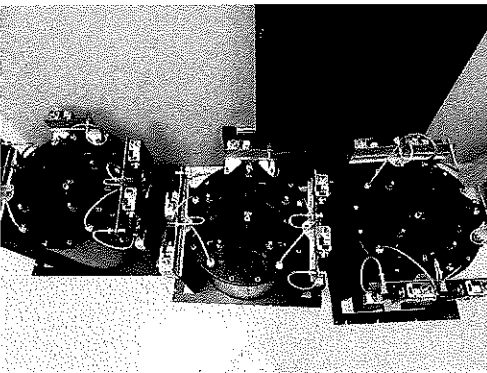
Select Item Type

Lot of Multiple Items

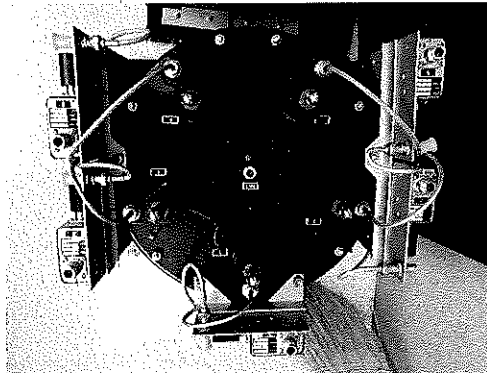
Qty	Brand	Model	Working Condition Y/N	Description
3	Celwave	SJD880-ST	UNK	800 MHz Combiners

Additional Comments

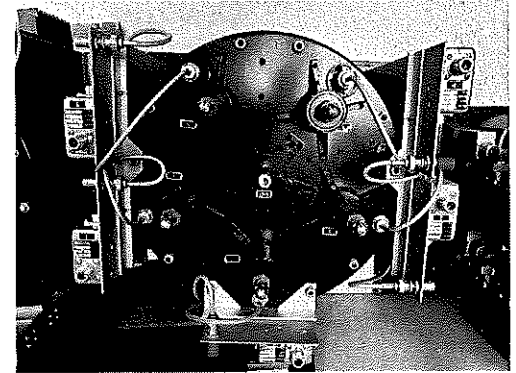
S/N: 164041-C, 164045-C, 164042-C



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

TEL20012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Aug 12, 2020

012

Zetron



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Zetron

Model #

1550 Sentrimax

Serial #

00329-106

Date Removed From Service

8/12/20

Did Item Work When Removed?

Yes

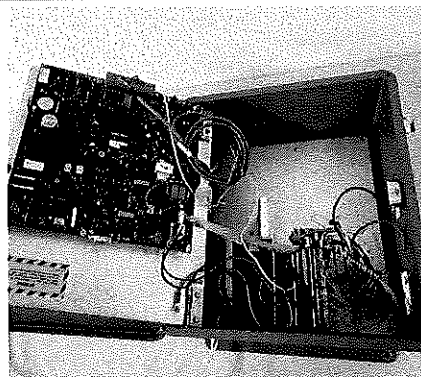
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL20013

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

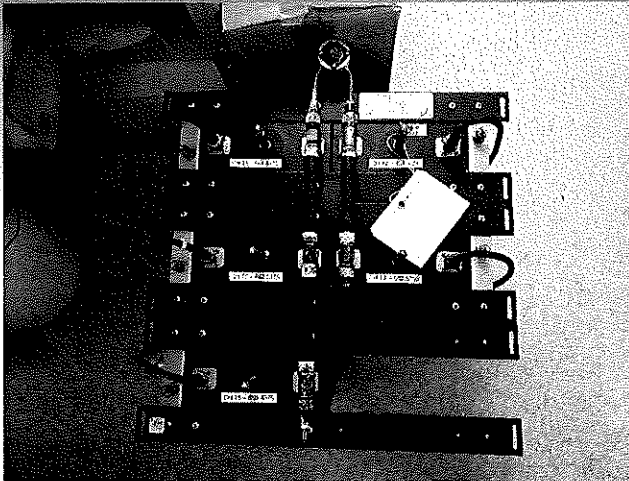
Telecommunications

Date:

Aug 12, 2020

013

Decibel 800MHz Combiners



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Decibel	DB8062F5-B	UNK	800 MHz Combiners, Black in color

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

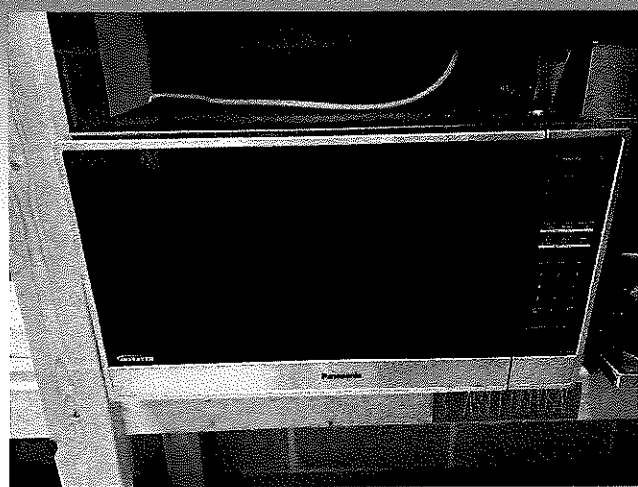
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications	Date: Aug 13, 2020	014
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Panasonic Micowave



Select Item Type: Single Item

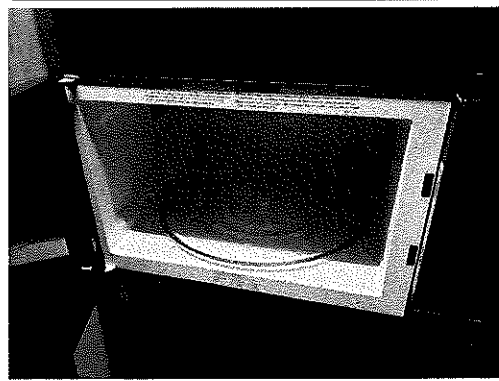
Category: Cafeteria and Kitchen Equipment Brand: Panasonic

Model #: Inverter Serial #: SN9655

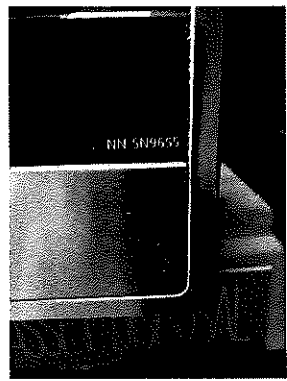
Date Removed From Service: 8/13/20

Did Item Work When Removed?
 Yes No Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo Title: Admin. Support Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

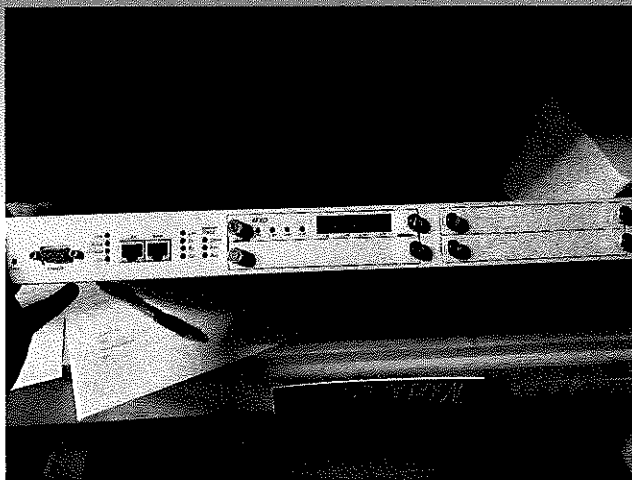
Telecommunications

Date:

Aug 13, 2020

015

Voip Gateway



Select Item Type

Single Item

Category

Election Equipment

Brand

N/A

Model #

Voip Gateway

Serial #

021111N053-1E

Date Removed From Service

8/13/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

GovDeals

TEL20016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

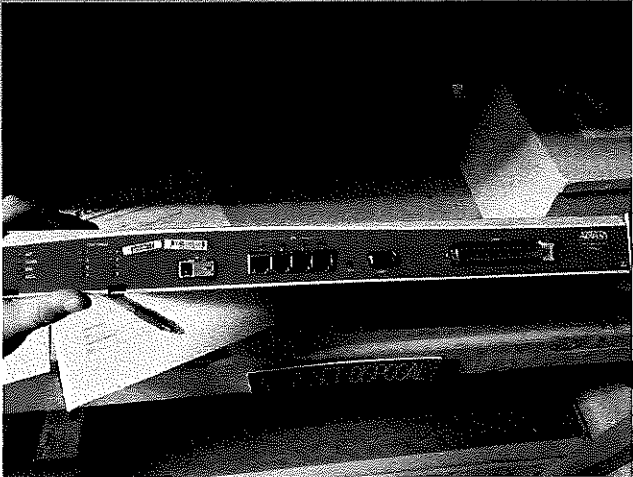
GovDeals Item Inspection Form

Telecommunications

Date: Aug 13, 2020

016

Adtran Netvanta



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Adtran	Netvanta 83	UNK	LBADTN1235AE494
1	Adtran	Netvanta838	UNK	LBADTN1235AE725

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo Title: Admin. Support Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

GovDeals

TEL20017

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Aug 13, 2020

017

Thor Receiver, Transmitter and Multicam



Select Item Type

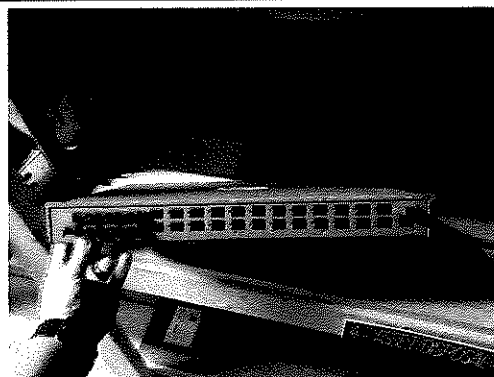
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Thor	REceiver	UNK	131213000N0002
1	Thor	Transmitter	UNK	13121300325
1	Thor	Multicam	UNK	76037973

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

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430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

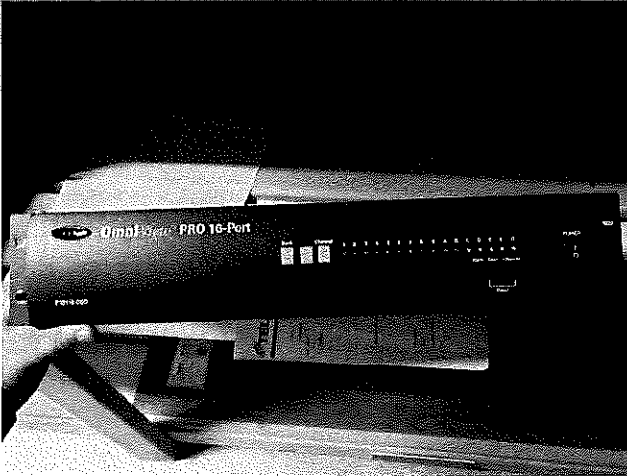
Telecommunications

Date:

Aug 13, 2020

018

Belkin Omni View



Select Item Type

Single Item

Category

Election Equipment

Brand

Belkin

Model #

Omni View

Serial #

3014412753

Date Removed From Service

8/13/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Resolution

Number 20-1264

Adopted Date September 08, 2020

ACKNOWLEDGE RECEIPT OF AUGUST 2020 FINANCIAL STATEMENT

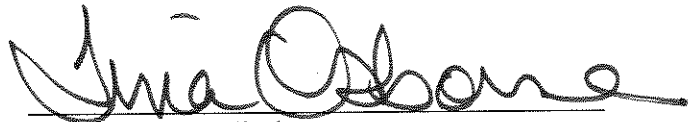
BE IT RESOLVED, to acknowledge receipt of the August 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ____
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	50,758,705.09	5,563,562.54	4,694,197.01	51,628,070.62	171,328.53	51,799,399.15
2201	SENIOR CITIZENS SERVICE LEVY	9,712,187.40	0.00	3,750.00	9,708,437.40	0.00	9,708,437.40
2202	MOTOR VEHICLE	4,501,825.50	1,308,537.78	481,100.91	5,329,262.37	56,403.42	5,385,665.79
2203	HUMAN SERVICES	1,128,050.07	350,926.74	534,383.88	944,592.93	198,648.78	1,143,241.71
2205	BOARD OF DEVELOPMENTAL DISABIL	37,165,486.09	295,692.93	1,340,929.52	36,120,249.50	491,749.07	36,611,998.57
2206	DOG AND KENNEL	634,173.73	17,015.60	50,438.46	600,750.87	28.51	600,779.38
2207	LAW LIBRARY RESOURCES FUND	323,935.11	26,654.38	25,632.97	324,956.52	0.00	324,956.52
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	232,507.00	0.00	9,722.62	222,784.38	8,223.82	231,008.20
2210	LOCAL CORONAVIRUS RELIEF FUND	1,611,456.07	805,728.02	0.00	2,417,184.09	0.00	2,417,184.09
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	370,771.19	16,068.00	599.10	386,240.09	0.00	386,240.09
2217	BOE TECHNOLOGY FUND 3501.17	1,825,778.75	0.00	0.00	1,825,778.75	0.00	1,825,778.75
2218	COORDINATED CARE	736,542.40	0.00	34,261.35	702,281.05	21,118.85	723,399.90
2219	WIRELESS 911 GOVERNMENT ASSIST	271,462.40	32,570.31	11,344.01	292,688.70	0.00	292,688.70
2220	CP INDIGENT DRVR INTRCLK/MONITG	5,573.51	358.11	0.00	5,931.62	0.00	5,931.62
2221	CC/MC INDIGENT DRIVER INTERLOC	102,760.84	801.05	197.00	103,364.89	0.00	103,364.89
2222	JUV INDIGENT DRIVER INTERLOCK	1,766.94	6.85	0.00	1,773.79	0.00	1,773.79
2223	PROBATE/JUVENILE SPECIAL PROJ	240,124.56	3,528.48	1,070.22	242,582.82	0.00	242,582.82
2224	COMMON PLEAS SPECIAL PROJECTS	273,867.86	5,478.00	51,584.71	227,761.15	2,000.00	229,761.15
2227	PROBATION SUPERVISION 2951.021	603,919.93	4,951.76	2,240.00	606,631.69	2,240.00	608,871.69
2228	MENTAL HEALTH GRANT	85,591.94	0.00	5,402.80	80,189.14	0.00	80,189.14
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,048,771.57	55,208.44	0.00	2,103,980.01	0.00	2,103,980.01
2231	CO LODGING ADD'L 1%	24,046.82	55,933.08	28,052.44	51,927.46	0.00	51,927.46
2233	DOMESTIC SHELTER	21,235.74	4,339.00	0.00	25,574.74	0.00	25,574.74
2237	REAL ESTATE ASSESSMENT	5,072,360.30	105.00	199,533.87	4,872,931.43	0.00	4,872,931.43
2238	WORKFORCE INVESTMENT BOARD	128,981.06	32,710.90	149,425.82	12,266.14	6,318.96	18,585.10
2243	JUVENILE GRANTS	368,396.56	2,164.05	6,920.60	363,640.01	454.50	364,094.51
2245	CRIME VICTIM GRANT FUND	21,964.74	6,102.19	7,727.37	20,339.56	28.50	20,368.06
2246	JUVENILE INDIGENT DRIVER ALCOH	23,370.22	79.50	0.00	23,449.72	0.00	23,449.72
2247	FELONY DELINQUENT CARE/CUSTODY	1,223,587.91	0.00	56,598.23	1,166,989.68	86.37	1,167,076.05

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2248	TAX CERTIFICATE ADMIN FUND	27,470.99	0.00	102.00	27,368.99	0.00	27,368.99
2249	DTAC-DELIQ TAX & ASSESS COLLE	635,460.92	1,340.00	16,162.85	620,638.07	0.00	620,638.07
2250	CERT OF TITLE ADMIN FUND	4,365,875.43	243,892.43	100,472.22	4,509,295.64	1,264.23	4,510,559.87
2251	COAP GRANT - OPIOD ABUSE PROG	398,512.40	0.00	40,876.01	357,636.39	21,323.81	378,960.20
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	74,450.19	20,526.53	24,026.09	70,950.63	33.71	70,984.34
2255	MUNICIPAL VICTIM WITNESS FUND	87,854.40	0.00	5,942.24	81,912.16	0.00	81,912.16
2256	WARREN COUNTY SOLID WASTE DIST	1,241,763.57	8,765.25	11,895.27	1,238,633.55	149.95	1,238,783.50
2257	OHIO PEACE OFFICER TRAINING	81,482.00	3,000.00	0.00	84,482.00	0.00	84,482.00
2258	WORKFORCE INVESTMENT ACT FUND	49,334.26	58,549.37	41,495.93	66,387.70	16,170.11	82,557.81
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	50,030.71	50,030.71	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	567,110.76	26,053.80	21,610.65	571,553.91	180.00	571,733.91
2263	CHILD SUPPORT ENFORCEMENT	909,306.51	201,250.74	240,427.28	870,129.97	3,691.56	873,821.53
2264	EMERGENCY MANAGEMENT AGENCY	94,844.48	87,474.36	23,726.90	158,591.94	971.11	159,563.05
2265	COMMUNITY DEVELOPMENT	440,299.77	210,183.25	23,243.47	627,239.55	16,758.00	643,997.55
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	213,485.65	1,800.00	152.17	215,133.48	0.00	215,133.48
2269	INDIGENT DRIVER ALCOHOL TREATM	585,143.30	6,539.90	0.00	591,683.20	0.00	591,683.20
2270	JUVENILE TREATMENT CENTER	514,778.58	9,273.38	83,821.82	440,230.14	88.65	440,318.79
2271	DTAC-PROSECUTOR ORC 321.261	199,147.96	0.00	13,702.97	185,444.99	0.00	185,444.99
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,472,222.47	482,207.02	594,682.45	7,359,747.04	134,600.95	7,494,347.99
2274	COUNTY COURT COMPUTR 1907.261A	60,426.33	1,096.00	0.00	61,522.33	0.00	61,522.33
2275	COUNTY CRT CLK COMP 1907.261B	-24,475.08	2,666.00	0.00	-21,809.08	0.00	-21,809.08
2276	PROBATE COMPUTER 2101.162	81,757.76	738.00	0.00	82,495.76	0.00	82,495.76
2277	PROBATE CLERK COMPUTR 2101.162	217,515.01	2,460.00	0.00	219,975.01	0.00	219,975.01
2278	JUVENILE CLK COMPUTR 2151.541	74,309.75	1,393.33	0.00	75,703.08	0.00	75,703.08

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2279	JUVENILE COMPUTER 2151.541	37,180.14	417.49	0.00	37,597.63	0.00	37,597.63
2280	COMMON PLEAS COMPUTER 2303.201	43,104.74	2,133.00	0.00	45,237.74	0.00	45,237.74
2281	DOMESTIC REL COMPUTER 2301.031	14,128.07	198.00	0.00	14,326.07	0.00	14,326.07
2282	CLERK COURTS COMPUTER 2303.201	236,458.23	7,557.00	1,596.62	242,418.61	1,596.62	244,015.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,731,365.10	17,251.16	1,595.82	1,747,020.44	236.95	1,747,257.39
2284	COGNITIVE INTERVENTION PROGRAM	347,670.56	7,108.55	6,234.62	348,544.49	90.00	348,634.49
2285	CONCEALED HANDGUN LICENSE	756,690.49	9,253.75	5,251.39	760,692.85	185.98	760,878.83
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,027.15	350.00	36.50	15,340.65	1,087.36	16,428.01
2287	SHERIFF-LAW ENFORCEMENT TRUST	148,025.35	0.00	2,205.79	145,819.56	26.51	145,846.07
2288	COMM BASED CORRECTIONS DONATIO	9,274.49	0.00	100.20	9,174.29	0.00	9,174.29
2289	COMMUNITY BASED CORRECTIONS	479,052.82	0.00	50,873.83	428,178.99	200.00	428,378.99
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	31,166.00	0.00	0.00	31,166.00	0.00	31,166.00
2294	SHERIFF DARE LAW ENFORC GRANT	19,903.65	0.00	0.00	19,903.65	0.00	19,903.65
2295	TACTICAL RESPONSE UNIT	81,026.73	377.60	59,378.99	22,025.34	59,330.00	81,355.34
2296	COMP REHAB DWNPMPT ASST COMMDEV	44,045.14	0.00	0.00	44,045.14	0.00	44,045.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	115,581.93	635.00	0.00	116,216.93	0.00	116,216.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,308,493.77	23,587.55	8,057.00	1,324,024.32	526.68	1,324,551.00
3327	BOND RETIREMENT SPECIAL ASSMT	359,400.99	0.00	0.00	359,400.99	0.00	359,400.99
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	890,986.88	0.00	0.00	890,986.88	0.00	890,986.88
3384	TAX INCREMENT FINANCING - P&G	1,304,012.28	0.00	0.00	1,304,012.28	0.00	1,304,012.28
3393	2009 RID BOND GREENS OF BUNNEL	2,940,487.50	0.00	0.00	2,940,487.50	0.00	2,940,487.50
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	0.00	0.00	11,044.12	0.00	11,044.12

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	206,646.19	0.00	25,858.27	180,787.92	0.00	180,787.92
4438	NB COLUMBIA/3C RIGHT TURN LN	20,610.75	0.00	0.00	20,610.75	0.00	20,610.75
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	4,500,000.00	0.00	0.00	4,500,000.00	0.00	4,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	254,146.46	0.00	33,314.52	220,831.94	0.00	220,831.94
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,351,133.66	0.00	7,156.90	5,343,976.76	7,156.90	5,351,133.66
4479	AIRPORT CONSTRUCTION	537,260.06	300,016.13	6,402.38	830,873.81	0.00	830,873.81
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	729,545.07	0.00	0.00	729,545.07	0.00	729,545.07
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,965,103.39	0.00	0.00	2,965,103.39	0.00	2,965,103.39
4493	BUNNELL HILL RD CONSTRCTN RID	466,867.54	0.00	0.00	466,867.54	0.00	466,867.54
4494	COURTS BUILDING	1,699,343.02	0.00	60,938.13	1,638,404.89	2,890.64	1,641,295.53
4495	JAIL CONSTRUCTION SALES TAX	39,812,935.84	899,897.46	1,581,515.99	39,131,317.31	0.00	39,131,317.31
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	16,935.92	0.00	6,760.24	10,175.68	0.00	10,175.68
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	0.00	0.00	279,864.58	0.00	279,864.58
5510	WATER REVENUE	36,058,951.66	1,848,924.50	934,930.80	36,972,945.36	93,368.23	37,066,313.59
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,577,890.18	0.00	129,886.79	1,448,003.39	89,898.99	1,537,902.38
5580	SEWER REVENUE	27,973,095.57	1,454,353.87	676,997.14	28,750,452.30	114,336.55	28,864,788.85

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5581	SEWER IMPROV-WC VOCATIONAL SCH	221,770.19	0.00	0.00	221,770.19	0.00	221,770.19
5583	WATER CONST PROJECTS	1,455,266.58	0.00	462,734.90	992,531.68	436,336.47	1,428,868.15
5590	STORM WATER TIER 1	79,287.21	0.00	0.00	79,287.21	0.00	79,287.21
6619	VEHICLE MAINTENANCE ROTARY	257,513.44	29,770.55	45,567.57	241,716.42	10,779.09	252,495.51
6630	SHERIFF'S POLICING REVOLV FUND	1,251,353.88	0.00	337,701.52	913,652.36	0.00	913,652.36
6631	COMMUNICATIONS ROTARY	287,444.82	3,344.62	1,534.52	289,254.92	2,112.58	291,367.50
6632	HEALTH INSURANCE	4,306,242.17	910,580.10	911,269.46	4,305,552.81	0.00	4,305,552.81
6636	WORKERS COMP SELF INSURANCE	1,593,003.19	7,200.08	52,159.56	1,548,043.71	42,864.74	1,590,908.45
6637	PROPERTY & CASUALTY INSURANCE	431,995.32	0.00	0.00	431,995.32	0.00	431,995.32
6650	GASOLINE ROTARY	206,667.99	45,359.99	20,764.75	231,263.23	0.00	231,263.23
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	443,861.16	443,861.16	0.00	0.00	0.00
7709	CORPORATION FUND	10,159.53	3,836,935.82	3,831,059.47	16,035.88	10,159.53	26,195.41
7713	WATER-SEWER ROTARY FUND	280,376.43	3,692,948.94	3,611,486.45	361,838.92	85,770.91	447,609.83
7714	PAYROLL ROTARY	257,533.46	3,110,028.65	3,082,494.10	285,068.01	672,884.06	957,952.07
7715	NON PARTICIPANT ROTARY	21,293.20	1,544.64	1,930.80	20,907.04	1,930.80	22,837.84
7716	SCHOOL	0.00	23,375,000.00	23,375,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	133,133,441.64	13,095,825.16	27,072,362.34	119,156,904.46	108,498.75	119,265,403.21
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	40,284.97	2,624.84	162.84	42,746.97	162.84	42,909.81
7720	LOCAL GOVERNMENT FUND	0.00	453,080.76	453,080.76	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	16,612.93	348.48	0.00	16,961.41	0.00	16,961.41
7723	GASOLINE TAX	0.00	519,374.23	519,374.23	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	364,354.23	0.00	0.00	364,354.23	0.00	364,354.23
7725	UNDIVIDED WIRELESS 911 GOV ASS	2,144.78	65,140.61	34,715.09	32,570.30	0.00	32,570.30
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,098,791.83	1,098,791.83	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	243,673.60	32,196.69	0.00	275,870.29	16,089.92	291,960.21
7729	CORONAVIRUS RELIEF DIST FUND	941,306.65	2,514,807.94	2,116,771.09	1,339,343.50	0.00	1,339,343.50
7731	COUNTY LODGING TAX	72,187.27	167,952.75	84,204.11	155,935.91	20.00	155,955.91

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7734	REAL ESTATE ADVANCE PAYMENT	24,977.85	977.62	0.00	25,955.47	0.00	25,955.47
7740	TRAILER TAX	3,106.04	5,823.03	0.00	8,929.07	0.00	8,929.07
7741	LIFE INSURANCE	17,148.74	10,321.50	10,248.94	17,221.30	0.00	17,221.30
7742	LIBRARIES	0.00	503,255.01	503,255.01	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	2,715.00	0.00	2,715.00	0.00	0.00	0.00
7745	STATE	3,266.45	3,429.90	3,266.45	3,429.90	3,266.45	6,696.35
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	744,370.40	481,815.04	481,815.04	744,370.40	0.00	744,370.40
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	181,784.54	67,272.10	116,438.48	132,618.16	149,692.70	282,310.86
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	119,798.90	119,798.90	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	24,798.08	676.00	534.50	24,939.58	0.00	24,939.58
7766	ESCROW ROTARY	817,982.01	46,030.76	241,111.70	622,901.07	67,538.10	690,439.17
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	4,486.80	5,757.55	0.00	10,244.35	0.00	10,244.35
7769	BANKRUPTCY POST PETITION CONDU	20,950.84	2,747.65	0.00	23,698.49	0.00	23,698.49
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	22,116.50	16,851.50	19,994.75	18,973.25	17,242.75	36,216.00
7776	UNDIVIDED EVIDENCE SHERIFF	16,024.96	8,784.93	0.00	24,809.89	317.70	25,127.59
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	251,217.61	32,000.00	229,650.00	53,567.61	11,568.01	65,135.62
7779	UNDIVIDED DRUG TASK FORCE SEIZ	215,619.33	0.00	35,678.20	179,941.13	23,626.90	203,568.03
7781	REFUNDABLE DEPOSITS	429,006.54	22,093.73	21,374.83	429,725.44	6,287.95	436,013.39
7782	SHERIFF - LOST/ABANDONED PROPE	49.82	0.00	0.00	49.82	0.00	49.82
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY Dereg	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 8



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	200.00	200.00
7793	HOUSING TRUST AUTHORITY	179,943.02	171,546.28	0.00	351,489.30	0.00	351,489.30
7795	UNDIVIDED INDIGENT FEES	0.00	2,305.00	2,305.00	0.00	461.00	461.00
7796	MUNICIPAL ORD VIOLATION INDIGE	3,166.37	6,000.00	439.67	8,726.70	707.67	9,434.37
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	11,441.37	11,441.37	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	669,397.21	4,352.85	0.00	673,750.06	0.00	673,750.06
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,842,936.67	149,975.15	467,110.28	7,525,801.54	81,024.13	7,606,825.67
9912	FOOD SERVICE	275,298.86	5,509.00	826.00	279,981.86	392.51	280,374.37
9915	PLUMBING BOND-HEALTH DEPT.	25,500.00	4,000.00	2,000.00	27,500.00	0.00	27,500.00
9916	STATE REGULATED SEWAGE PROGRAM	69,059.52	63,645.00	1,916.00	130,788.52	90.00	130,878.52
9925	SOIL & WATER CONSERVATION DIST	563,526.51	92,360.00	76,453.19	579,433.32	2,462.98	581,896.30
9928	REGIONAL PLANNING	298,927.09	12,837.00	33,692.92	278,071.17	238.50	278,309.67
9938	WARREN COUNTY PARK DISTRICT	512,888.33	110,376.02	139,934.77	483,329.58	1,854.90	485,184.48
9944	ARMCO PARK	280,121.39	281,602.56	152,504.71	409,219.24	47,049.75	456,268.99
9953	WATER SYSTEM FUND	23,563.63	1,977.95	480.92	25,060.66	45.00	25,105.66
9954	MENTAL HEALTH RECOVERY BOARD	11,353,480.94	1,157,701.95	1,141,882.46	11,369,300.43	290,540.09	11,659,840.52
9961	HEALTH GRANT FUND	543,583.82	124,404.89	22,512.55	645,476.16	510.68	645,986.84
9963	CAMPGROUNDS	4,198.20	0.00	0.00	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	143,343.08	0.00	2,070.00	141,273.08	314.00	141,587.08
9977	DRUG TASK FORCE COG	771,387.41	52,615.71	178,687.52	645,315.60	176,970.13	822,285.73
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		455,309,419.36	71,566,827.63	84,163,741.55	442,712,505.44	3,794,804.39	446,507,309.83

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for August, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 20-1265

Adopted Date September 8, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/1/20/20 and 9/3/20 as attached hereto and made a part hereof.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 20-1266

Adopted Date September 08, 2020

APPROVE BOND RELEASE FOR LONG COVE ACQUISITIONS PARTNERS FOR
COMPLETION OF IMPROVEMENTS IN LONG COVE SECTION 2B SITUATED IN
DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren
County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Long Cove 2B
Developer	:	Long Cove Acquisitions Partners
Township	:	Deerfield
Amount	:	\$528.00
Surety Company	:	Check #1056 Huntington Bank

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
S. Spencer – OMB
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-1267

Adopted Date September 08, 2020

ACCEPT AN AMENDED CERTIFICATE FOR FUND #2210 AND APPROVE
SUPPLEMENTAL APPROPRIATIONS INTO LOCAL CORONAVIRUS RELIEF FUND
#2210

BE IT RESOLVED, to accept an amended certificate in the amount of \$805,728.02 from the
Federal Cares Act for the Local Coronavirus Relief Fund #2210; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

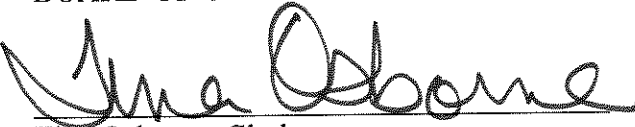
\$ 75,000.00	into	#22101110-5102	(Local Corona – Regular Salary)
\$ 100,000.00	into	#22101110-5210	(Local Corona – Material & Supplies)
\$ 15,000.00	into	#22101110-5317	(Local Corona – Non-Capital Purchases)
\$1,130,000.00	into	#22101110-5400	(Local Corona – Purchased Services)
\$ 1,000.00	into	#22101110-5430	(Local Corona – Utilities)
\$ 58,000.00	into	#22101110-5840	(Local Corona – Unemployment)
\$ 2,000.00	into	#22101110-5910	(Local Corona – Other Expense)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Amended Certificate file
Supplemental Appropriation file
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 04, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Local Coronavirus Relief Fund	\$0.00		\$2,417,184.09	\$2,417,184.09
Fund 2210				
TOTAL	\$0.00	\$0.00	\$2,417,184.09	\$2,417,184.09

_____)
 _____)
Matt Nolan, BUD)
 _____) Budget
 _____) Commission
 _____)

1 SEP4 '20 RCV

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

Resolution

Number 20-1268

Adopted Date September 08, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #22585800-5318 (Data Bd. Appr- Non-Capital Purchases)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 20-1269

Adopted Date September 08, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:


\$15,000 into #22585800-5651 (Support Adults)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor____
Sup. App file
Ohiomeansjobs (file)

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

Resolution

Number 20-1270

Adopted Date September 08, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$600.00 into BUDGET-BUDGET 22891220-5811 (PERS)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Supplemental App. file
Common Pleas (file)

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

Resolution

Number 20-1271

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11011220-5820 (Health/Life Insurance)
into #11011220-5210 (Materials/Supplies)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 20-1272

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11011223-5820 (Health/Life Insurance)
into #11011223-5850 (Training/Education)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 20-1273

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 4000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5210	(JUV CT Material & Supplies)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1274

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$47.00 from #11012100-5820 (Coroner –Health & Life Insurance)
 into #11012100-5811 (Coroner –PERS)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Coroner (file)
OMB

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

Resolution

Number 20-1275

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012810 INTO 11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2500.00 from #11012810-5114 (Overtime)
 into #11012812-5114 (Overtime)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 20-1276

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00	from	#227351005447	(Child Placement Specialized)
	into	#227351005400	(Purchased Services)
\$50,000.00	from	#227351005447	(Child Placement Specialized)
	into	#227351005910	(Other Expense)

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

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

Resolution adopted this 8th day of September 2020.

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 20-1277

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for customer reimbursement due to water excavating damages; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5910	(Other Expenses)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor _____
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 20-1278

Adopted Date September 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for employee reimbursement costs for non-taxable meal fringe expenses; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

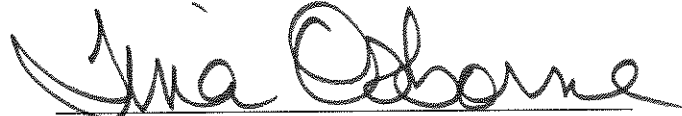
\$300.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor____
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 20-1279

Adopted Date September 08, 2020

AUTHORIZE THE FEE SCHEDULE AND RETAIN MEGAN ROACH OF GRAYDON HEAD & RITCHIE LL FOR LEGAL SERVICES RELATIVE TO WARREN COUNTY'S SELF- INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, from time to time it is necessary for the Board of Commissioners to be involved in workers' compensation claims that require administrative action and appeals to the Industrial Commission and further appeal to the Court of Common Pleas; and

WHEREAS, the Board desires to retain workers' comp attorney Megan Roach of Graydon Head & Ritchie LLC, 312 Walnut Street Suite 1800, Cincinnati, Ohio 45202, to represent this Board in Industrial Commission appeal and cases that may be appealed to the Court of Common Pleas; and

WHEREAS, a written fee schedule for legal services has been provided to this Board in order for this Board to set a fixed rate of compensation as required by R.C 309.09 (C), to be paid from the Self-Insured Workers' Compensation Fund; and

NOW THEREFORE BE IT RESOLVED, that this Board shall employ special legal counsel to represent this Board relative to workers' compensation claims requiring administrative appeals to the Industrial Commission and the Court of Common Pleas; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to accept the fee schedule and sign the Employer Authorized Representative Form (R-1) on behalf of this Board with Graydon Head & Ritchie in said administrative appeals or court cases, and compensation will be at a fixed rate as indicated on fee schedule; and

BE IT FURTHER RESOLVED, that the compensation of said special legal counsel shall be paid from the Self-Insured Workers' Compensation Fund, but the total compensation paid, in any year, shall not exceed the total annual compensation of the Prosecuting Attorney.

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

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

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

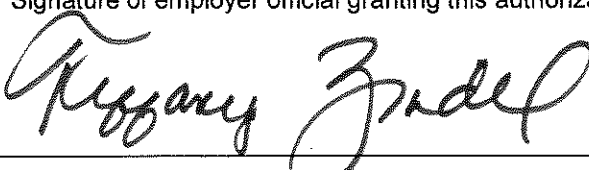
C: Megan Roach, Grayson Law
T Whitaker, OMB
OMB File



The employer must complete this form in its entirety and fax it to 1-614-621-3437. The form is available online at www.bwc.ohio.gov.

Claimant information		
Claimant name Jeffrey A. Everhart	Date of injury 6/11/2020	Claim number 20-151974
Employer information		
Employer name Warren County	Employer policy number 20005548-0	
Address 406 Justice Dr		
City Lebanon	State OH	ZIP code 45036
Email address, if available Tammy.Whitaker@co.warren.oh.us	Phone number	

Representative information		
*Your representative must have a BWC representative identification number prior to being designated as an authorized representative.		
Representative/Firm name Megan Roach / Graydon Head & Ritchie LLP		
Representative BWC ID number* 20487-91	Phone number 513-621-6464	
Representative street address 312 Walnut Street, Suite 1800		
City Cincinnati	State OH	ZIP code 45202
Email address, if available mroach@graydon.law		

Authorization	
I hereby authorize the above representative to represent me in the above claim before the Ohio Bureau of Workers' Compensation and the Industrial Commission of Ohio. This authorization also entitles this representative to automatically receive correspondence generated in the above claim file.	
Signature of employer official granting this authorization 	Printed name Tiffany Zindel
	Date of authorization 9-8-2020



GRAYDON

312 Walnut Street
Suite 1800
Cincinnati, OH 45202

Main 513 621 6464
Fax 513 651 3836

Lyndsey R. Barnett
Direct: 513.629.2817
lbarnett@graydon.law

September 1, 2020

Via Email – tammy.whitaker@co.warren.oh.us

Ms. Tammy Whitaker
Employee Benefits/Safety Officer
Warren County, Ohio
406 Justice Drive
Lebanon, OH 45036

Re: Legal Representation

Dear Tammy:

Thank you for considering expanding your relationship with Graydon Head & Ritchey LLP. From our discussions, we understand if we are engaged for this new work it will be to provide advice to and attend hearings on behalf of Warren County for additional workers' compensation issues and claims, including the claim of Jeffrey Everhart. This advice would be billed at our regular hourly rates in effect as of the date of service. Megan Roach will continue to be your primary contact for the workers' compensation work and will seek assistance from paralegals when appropriate. Megan's current billable rate is \$250 per hour.

We believe it is essential to the establishment of a strong attorney-client relationship that, at the outset, we explain fully our expectations. Accordingly, I am enclosing an explanatory memorandum describing the general terms and conditions.

Our goal is to meet or exceed your expectations at all times. If for some reason you feel your needs are not being met to your satisfaction, we want to hear from you. Should any questions or concerns arise regarding any aspect of our services to you, we encourage you to contact me directly.

If you have any questions regarding our policies, please feel free to call me. On behalf of all of us at Graydon Head & Ritchey LLP, we look forward to working with you.

Very truly yours,

GRAYDON HEAD & RITCHEY LLP



Lyndsey R. Barnett

LRB/tsl
Enclosure

Standard Terms of Engagement Memorandum



The Graydon/Client Relationship

Graydon Head & Ritchey LLP ("Graydon") is committed to establishing and maintaining strong client relationships. This Memorandum describes the general scope of our legal services, our fees and billing practices, and governs all aspects of our legal representation, unless otherwise agreed in writing. The specific legal services that we will provide to you (the "Scope of Work") are described in the Engagement Letter accompanying this Memorandum. Graydon's representation is limited to the Scope of Work described in that letter and does not extend to representation of you or your interests in any other matter. However, the terms of this Memorandum will apply to any additional services added to the original Scope of Work, and to future engagements. If you have questions, we invite you to discuss them with your Client Manager.

It is our policy that the person or entity that we represent is identified in our Engagement Letter and does not include any affiliates of such person or entity. For example:

- If you are an individual, Graydon does not represent any family member, friend, business associate, executor, or administrator.
- If you are a corporation, limited liability company or partnership, Graydon does not represent any parents, subsidiaries, employees, officers, directors, managers, shareholders, members or partners of the business entity, or commonly owned business entities.
- If you are a trade association, Graydon does not represent any members of the trade association.

For conflict of interest purposes, you agree that we can represent another client with interests adverse to any such affiliate without obtaining your consent.

Professional Services

In order to represent you within the Scope of Work, we assume you will, and you agree to, provide us with all the information necessary to understand your legal needs, whether or not we specifically request it.

In addition, you agree to be candid and cooperative with us and to keep us informed with complete and factual information, documents, and other communications relevant to the Scope of Work, or otherwise reasonably requested by us. Because we must be able to contact you, you agree to ensure that we have your up-to-date name, address, phone number, email address, contact person, state of organization, and other relevant contact information for you or your business. When we need to consult or obtain your authorization, we will contact you using the latest information in our records.

Also, because all legal communications between us are confidential and must be properly maintained and filed, we discourage instant messaging. All instructions, authorizations, and substantive communications regarding our legal services should be communicated by letter, telephone, or from your official email.

Any views we may express about a potential outcome of our representation are simply reflections of our best professional judgment at the time. Our views are limited by our knowledge of the facts and based on the state of the law and our interpretation of the law at the time our views are expressed. Our views are not a guarantee of a result, and we cannot guarantee specific results in any legal matter.

The Firm's attorneys often write informational newsletters, blogs, and social media posts. These items are not legal advice, but are intended to alert clients and the general public about issues for which they might want to seek legal advice. Whether one of these social media type publications touches on a topic within your Scope of Work or not, none are intended as legal advice, and you agree not to treat them as such.

Insurance Coverage

You agree to review your insurance coverage and advise us if you believe you have insurance that might cover the Scope of Work. We will review, at your request, your insurance policies to investigate whether you have applicable coverage.

Staffing of Projects

When you engage Graydon, you engage the entire law firm. Unless otherwise agreed, the attorney with whom you initiated your relationship with Graydon will, as your Client Manager ("CM"), be your primary contact with the Firm. While you may request that specific attorneys handle various matters for you, circumstances often arise where, in order to provide proper representation, other Graydon attorneys and paralegals are necessary. We strive to assign lawyers and staff to matters based upon experience, expertise, the nature and scope of the work, and the time constraints imposed.

Fees for Professional Services

We customarily charge an hourly fee for legal services, which currently range from \$230 to \$625, depending on the attorney's level of experience and expertise. Our current paralegal rate is \$225 per hour. Our guideline billing rates are periodically subject to change without notice.

Factors beyond the number of hours may also be considered when determining the fee for a particular project, including the degree of complexity, the value of the results obtained, the time limitations imposed, and the extent to which extraordinary efforts are required. We will discuss any such factors to be included in the determination of our fee. In addition, we are willing to discuss alternative billing or fee arrangements in advance of performance. Alternative arrangements are effective only when agreed to in writing by both of us.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the Scope of Work. At your request, we will endeavor to estimate the amount of the total fee where the nature of the project allows us to do so. Any estimate is with the clear understanding that it is not a maximum or a fixed-fee quotation, and you understand that the cost is frequently more or less than the estimated amount.

Disbursements and Third Party Services

In addition to our hourly fees for professional services, you will also be charged directly for any significant miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include items such as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

At times, we may be required to make commitments to pay third-parties on your behalf. Depending on the circumstances, you may be asked to advance funds to reimburse us for payments made or to be made by us on your behalf, or to pay the third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments

Our invoices describe our activity and the amount of charges incurred and we typically send them on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 30 days from the invoice date. If our invoices are not timely paid, the attorneys involved will only be permitted to continue working on your behalf with the permission of the Firm's Managing Partner. If the delinquency continues and satisfactory payment arrangements are not made, we will, subject to any necessary tribunal approval, withdraw from the representation and may pursue collection of your account. We will, upon request, accept payment by credit card. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

If you have questions or preferences regarding your invoices or the billing process in general, please contact Sandy Clark, our Billing Coordinator, at 513-629-2865. Sandy will be happy to work with you to meet your needs.

Retainer Policy

We may ask you, either at the outset of a matter or later, for a retainer deposit, against which our fees and disbursements will be applied. Such a retainer deposit will be held in Graydon's trust account and applied toward your unpaid invoices at the conclusion of the Scope of Work, unless otherwise agreed. You agree that we may, in our discretion, apply some or all of the retainer deposit toward any unpaid invoices, in which case we may ask you to replenish and/or increase the retainer deposit balance. At the conclusion of our legal representation, or when the deposit is unnecessary or appropriately applied to an unpaid balance, any amount in Graydon's trust account will be returned to you.

Professional Responsibility and Conflicts of Interest

All attorneys are required to abide by the applicable Rules of Professional Conduct ("RPC"). Within the RPC are rules relating to actual or potential conflicts of interest. At the outset of our representation of you, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the RPC, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact your CM.

Advance Consent to Conflicts

Graydon represents many other businesses and individuals. It is possible that during the time we are representing you, we may also represent other clients in matters unrelated to this representation, where your respective interests are adverse. For example:

- If you have a lending relationship with a Graydon client, we may represent the other party in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you, as described in the Scope of Work, will not disqualify our Firm from representing other clients in matters, including litigation, that are unrelated to the Scope of Work. You consent to waive any conflict of interest related to those representations. Graydon agrees, per the governing RPC, not to divulge any confidential or nonpublic information about you that we acquire as a result of our Scope of Work, or to use any such information to your material disadvantage in connection with any matter in which we represent a party adverse to you.

Internal Consultation with Counsel to the Firm or Risk Management Counsel

From time to time, lawyers or others in the Firm will consult with either or both of the Graydon lawyers designated as Counsel to the Firm and Risk Management Counsel ("Risk Counsel") on ethical and other professional-conduct issues, including issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client. As a condition of Graydon's representation, you agree that lawyers and others in the Firm may consult with Risk Counsel regarding the Firm's representation of you, even if the consultation involves a dispute or potential dispute between you and the Firm. You also agree that all Risk Counsel consultations are protected from disclosure, including disclosure to you, by the attorney-client privilege to the extent permitted by law.

Litigation Matters – Litigation Holds

If our representation involves litigation, the threat of litigation, or a regulatory or other process that may require us to produce information to another party, whether or not that party is adverse, applicable laws and rules likely require us to preserve information. Any failure to do so may result in severe financial and procedural consequences. These are generally called "Litigation

Holds." The obligation is to preserve both hard-copy and electronically stored information (ESI), and it applies to information that exists at the time of the engagement as well as that which is created later. If we agree to represent you in such a matter, then you agree that you understand your duty to preserve all information, including ESI, relating to the Scope of Work, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under your control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mail, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or "hold," the information properly. You acknowledge that you understand Litigation Hold duties.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, however, such issues are usually resolved quickly and amicably between you and your CM. We encourage prompt conversations to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with the Firm's Managing Partner, John C. Greiner. Jack's direct-dial phone number is 513-629-2734.

Ending the Attorney-Client Relationship

You may terminate our services and representation at any time upon written notice to us. The termination of Graydon as your counsel, however, does not relieve you of the obligation to pay for services already provided, including work in progress and remaining incomplete at the time of termination. You also agree to pay for all expenses incurred on your behalf through the date of termination and as a result of termination.

Similarly, we reserve the right to withdraw from our representation, as required or permitted by the applicable RPC, upon written notice to you. In the event that we terminate the engagement, we will take all necessary and reasonable steps to protect your interests within the Scope of Work, and you agree to take all necessary steps to free us from continued performance obligations. This may include the execution of required withdrawal documents. We will be entitled to be paid for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court, alternative dispute resolution panel, or other tribunal, then you agree not to oppose our prompt request for permission. You are also solely responsible for engaging new counsel, should you wish to do so.

Unless previously terminated, our representation of you as described in the Scope of Work will terminate upon the earlier of a written indication of termination or completion, or our sending you a final statement for services rendered in the matter.

Following termination of our services and at your request within 5 years, your papers and property will be returned to you. Our own files will be retained by the Firm as permitted by the applicable RPC, unless otherwise agreed. The Firm files may include administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorneys' work product prepared for the internal use of our attorneys. We reserve the right to securely destroy or dispose of the records retained by us within a reasonable time, or 5 years, after the termination of our representation.

After completion of the legal services described in the Scope of Work, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Dedication to Service

Graydon is dedicated to quality client service. Our goal is to exceed your expectations at all times. We appreciate the trust you have placed in us and look forward to working with you. If you have any questions regarding these Terms of Engagement, please discuss them with your Client Manager.

Fee Letter Retaining Graydon Head... : Contracts - Professional Services Agreement 2020-CON-0057

Status Open Client Warren County... Parties Not entered

Home | Search | More |

Matter

Notes

Sort

Search notes...

General

Parties

Documents

Drafts

Files

Calendar

Notes

Tasks

Activity

Friday, September 4, 2020 4:57 PM by Tammy Whitaker

Note From Client

All

Hi Katie - Will the fee letter that was attached be ok, it was signed by Lyndsey Barnett at Graydon?

[View Note](#)

Friday, September 4, 2020 4:33 PM by Kathryn Horvath

Note To Client

Matter

Approved as to form. Go ahead and send me a copy with original signature and I'll stamp and sign.

Katie
Note To Client

Note To Client

Note From Client

Description

Friday, September 4, 2020 4:27 PM by Tammy Whitaker

Note From Client

Just checking in, this original R-1 form will need to be signed and submitted into IC system prior to hearing. Thanks for your help!

Wednesday, September 2, 2020 6:00 PM by Tammy Whitaker

Note From Client

Keith/Katie - Attached needs approval for Graydon representation at hearing on a work comp claim. Would love to have this in to BOCC on Fri for the meeting next Tues. Thanks so much!

Cancel

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

Resolution

Number 20-1280

Adopted Date September 08, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

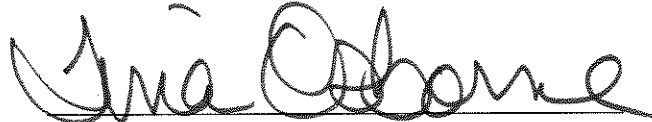
Mr. Grossmann – abstain

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	TRI COUNTY TOWER LLC	EMERGENCY TOWER AVIATION L	3,800.00
JUV	BUSINESS INFORMATION SYSTEMS	BIS ANNUAL SUPPORT AGREEME	17,829.33
OMJ	NATIONAL EDUCATION SEMINARS INC	HONDROS NURSING ADULT ITA	25,000.00

9/8/2020 **APPROVED:**

Tiffany Zindel, County Administrator