

Resolution

Number 18-1368

Adopted Date September 04, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO NICK ZIMMERMAN,
WATER TREATMENT OPERATOR II, WITHIN WATER AND SEWER DEPARTMENT

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

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

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
N. Zimmerman's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1369

Adopted Date September 04, 2018

ACCEPT RESIGNATION OF EDGAR WALKER, HVAC TECH I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE SEPTEMBER 28, 2018

BE IT RESOLVED, to accept the resignation of Edgar Walker, HVAC Tech I, within the Warren County Facilities Management Department, effective September 28, 2018.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
E. Walker's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-1370

Adopted Date September 04, 2018

APPROVE VOLUNTEER TO ASSIST WITH THE EMERGENCY MANAGEMENT
PROJECTS WITHIN WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, the Director has requested to use a volunteer to assist with Emergency Management projects within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to approve the following volunteer to assist with Warren County Emergency Management Projects within the Warren County Emergency Services Department on a temporary basis;

Kevin Tribbe, volunteer, no compensation, subject to a negative drug screen and a background (BCI) check;

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
K. Tribbe's Personnel File
OMB – Sue Spencer

Resolution

Number 18-1371

Adopted Date September 04, 2018

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

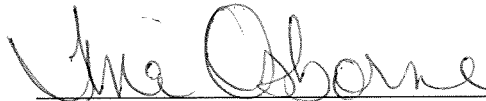
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement and addendum with Belmont Pines Hospital, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Belmont Pines Hospital
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

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Belmont Pines Hospital & RTC		
Street/Mailing Address 615 Churchill Hubbard RD		
City Youngstown	State OH	Zip Code 44505

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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 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

A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Without limiting the services that the Provider will provide pursuant to 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 CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, 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 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
- a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTM, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. 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 fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 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 **\$30,000.00**.
- 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 Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- 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. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), 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 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

Belmont Pines Hospital & RTC
615 Churchill Hubbard RD
Youngstown OH 44505

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

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.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

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.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

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. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

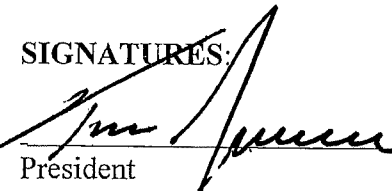
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider:	<i>Insa Cozza CEO</i>	Date	<i>8/14/18</i>
Printed Name Belmont Pines Hospital & RTC			
Agency:	<i>Juanita Waite</i>		
Printed Name Warren County Children Services			Date <i>8/22/18</i>

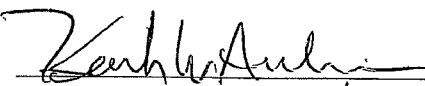
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-1371, dated 9/4/18.

SIGNATURES:


President
Warren County Board of Commissioners
9/4/18

Date

Approved as to Form:



~~Kathryn M. Horvath~~ **Keith W. Anderson**
Assistant 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

hereinafter "Provider," whose address is:

Provider Belmont Pines Hospital & RTC		
Street/Mailing Address 615 Churchill Hubbard RD		
City Youngstown	State OH	Zip Code 44505

Contract ID : 16598409

Originally Dated :07/01/2018 to 03/31/2019

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:	07/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

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: 08/01/2018

Provider / ID : Belmont Pines Hospital & RTC/ 3839513

Contract Period : 07/01/2018 - 03/31/2019

Cost/Amendment Period :07/01/2018 -

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
Belmont Pines Hospital (20435)	335627			\$385.00								\$385.00	07/01/2018	03/31/2019
Children's Residential Center	3519663			\$276.00	\$10.00						\$64.00	\$350.00	07/01/2018	03/31/2019

**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 and provide specific terms to certain articles 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, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

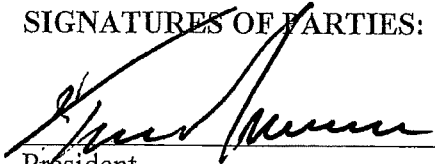
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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 18-1371, dated 9/4/18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

Susanna Cocca CEO

Provider

Date 9/4/18

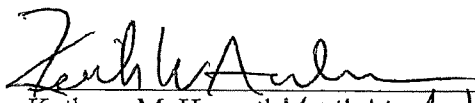
Date 8-14-18

Reviewed by:

Susan M. Walter

Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2017

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

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

PRODUCER Marsh USA, Inc., 1717 Arch Street Philadelphia, PA 19103	CONTACT NAME:	
	PHONE (A/G. No. Ext.):	FAX (A/G. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
429813-BELMO-18-19	INSURER A : Endurance American Specialty Insurance Company	41718
BELMO GAMP	INSURER B : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURED Belmont Pines Hospital c/o UHS Delaware, Inc. Attn: Denise Hunter 367 S. Gulph Road King of Prussia, PA 19406	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CLE-005778713-32 REVISION NUMBER: 12

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSP, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY		9734283 (AOS)	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO		9734285 (VA)	01/01/2018	01/01/2019	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		9734284 (MA)	01/01/2018	01/01/2019	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		HLC10005193203	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED RETENTIONS					SIR 10% of Limit \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 01/01/18 - 01/01/19.
Hospital Professional Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 01/01/18 - 01/01/19.

CERTIFICATE HOLDER

Belmont Pines Hospital
c/o UHS of Delaware, Inc.
367 S. Gulph Road
King of Prussia, PA 19406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manash Mukherjee

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Promoting wellness and recovery

John R. Kasich, Governor
Tracy J. Plouck, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.22 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-30. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **Belmont Pines Hospital**

Address: **615 Churchill-Hubbard Road**

City: **Youngstown**

Zip: **44505**

Operator: **Belmont Pines Hospital**

Community Mental Health Board: **Trumbull County MHR Board**

Date Issued: **01/04/2017**

Date Expires: **01/03/2019**

License Number: **06-1630**

Maximum Number of Residents: **56**

Number of Household Members: **56**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

License to Operate a Private Psychiatric Hospital

This Facility is hereby issued this license to operate the number of beds shown below in accordance with sections 5119.01, 5119.06, 5119.20 and 5119.21 of the Ohio Revised Code, and standards prescribed by the State of Ohio, Department of Mental Health and Addiction Services.

Name of Facility: **Belmont Pines Hospital**

Address: **615 Churchill-Hubbard Road**

City: **Youngstown**

Zip: **44505**

County: **Trumbull**

CEO of Hospital: **Lisa Cocca**

Psychiatrist in Charge: **Phillip Maiden M.D.**

Date Issued: **03/02/2018**

Date Expired: **03/01/2019**

License Number: **07-2242**

Total Licensed Beds: **46**

Licensed to Admit:

**Children
Adolescents**

Term of License: **Full**

A handwritten signature in black ink, appearing to read "T. Plouck", is written over a horizontal line.

Director, Ohio Department of Mental Health and Addiction Services

Resolution

Number 18-1372

Adopted Date September 04, 2018

APPROVE CHANGE ORDER #1 WITH ELEVAR DESIGN GROUP RELATIVE TO THE DESIGN OF ROOF SYSTEMS AT JUVENILE JUSTICE CENTER

WHEREAS, pursuant to Resolution 18-0749, adopted May 8, 2018 the Board entered into contract with Elevar Design Group Incorporated; and

WHEREAS, due to the need for structural engineering services, additional costs are being incurred; and

WHEREAS, said costs result in an additional expense of \$2,750.00; and

NOW THEREFORE BE IT RESOLVED, to approve Change Order #1 in the amount of \$2,750.00, resulting in an increase to Purchase Order #24842 for a new contract price of \$88,480.00, as attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Elevar Design Group
Facilities Management (file)



Thursday May 3, 2018

Warren County Department of Facilities Management
406 Justice Drive
Lebanon, Ohio 45036
Attn: Trevor Hearn, Director

RE: Warren County Juvenile Justice Center Roof Replacement and Repair

Dear Mr. Hearn,

Due to the need to change the roofing system from Metal to PVC with applied ribs on the subject property, we have sought proposals from consulting structural engineers for analysis of the wind up-lift and other loads of the new system.

Per our discussion in our recent meeting, we are writing to inform you of our intent to hire GOP Limited to do this work. Our originally proposed consultant, Advantage Group Structural Engineers has informed us that they cannot meet the time line for our project. We have sought a proposal from GOP Limited, per the attached, we intend to have them do the structural analysis on the facility which is required to complete the design of the new roofing system. The Total Add service will be: \$2,750.

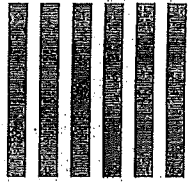
Thank you for assisting in this matter, if you have any questions, please feel free to call me if you have any questions or need more details.

Sincerely,

A handwritten signature in black ink that reads 'P. Richard Krehbiel'.

P. Richard Krehbiel, AIA

Attachments
C. Weist



February 23, 2018

Mr. Richard Krehbiel
Elevar Design Group Cincinnati
300 West Fourth Street
Cincinnati, Ohio 45202

Re: Proposal for Structural Engineering Services
Juvenile Justice Center-Roof Analysis
Warren County Commissioners
Lebanon, Ohio

Dear Mr. Krehbiel:

The following is our proposal for providing structural engineering services for the referenced project.

PROPOSAL

A. Description of Project

The project being proposed is the analysis of the existing structural roof framing system at the above referenced site. The owner desires to re-roof the facility and requires the analysis to determine if possible, what the type of re-roof system to install. The project was described in your drawing and project description emailed on February 19, 2018. Existing drawings were provided.

B. Scope of Basic Services

Design and Construction-Document Phase

1. Review of existing roof framing system and determination of existing capacity.
2. Structural engineering analysis of the existing roof system with respect to current OBC live loads and determination of capacity to support additional load.
3. Preparation of executive summary of results.
4. No site visits are anticipated since existing drawings are available.

C. Fee

The lump sum fee to perform the above described scope of services will be \$2,500.00.



ADDITIONAL SERVICES ORDER

PROJECT: Warren Co. Juvenile Justice Center Roof Project
PROJECT No.: E-10085
DATE: May 3, 2018
PREPARED BY: P. Richard Krehbiel
Elevar Design Group
555 Carr St.
Cincinnati, OH 45203

Additional Service

Title: Structural Analysis for PVC Roofing System
Description: Attached description of Structural analysis based on existing drawings, for design to use PVC Roof System, in lieu of replacement metal roof. See attached proposal from GOP Ltd.

Requested by: Trevor Hearn, Director of Facilities
Date Requested: April 10, 2018

Schedule
Currently in production.

Fee Information
Fee Format: [X] LUMP SUM [] HOURLY, ESTIMATED
Fee for Additional Services: \$2500*1.15= \$2,750.00

Agreement
The services requested herein shall be provided in accordance with the terms of Elevar Design Group's standard hourly rate schedule plus any applicable reimbursable expenses. Resulting charges shall be paid by the party authorizing services. Return of an executed copy of this document shall constitute Elevar's authorization to proceed. These additional services shall be carried out under the terms and conditions of the original executed agreement dated 02/16/2018.

Agreed: Elevar Design Group
Name: P. Richard Krehbiel
Title: Senior Architect
Date: May 3, 2018
Signed: P. Richard Krehbiel

Agreed: Client Name
Name: Tom Grossmann
Title: Tom President
Date: 9/14/18
Signed: Tom Grossmann

Please sign and return to Elevar Design Group.

Resolution

Number 18-1373

Adopted Date September 04, 2018

RESCIND RESOLUTION #18-1237 WHICH AUTHORIZED THE VICE PRESIDENT OF THE BOARD TO SIGN THE CHANGE ORDER WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the incorrect change order documentation was submitted in error; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-1237 which authorized the Vice President of the Board to sign the Change Order with TriTech Software Systems on behalf of Warren County Telecommunications.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—TriTech Software Systems
Telecom (file)

Resolution

Number 18-1374

Adopted Date September 04, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 55, 78, 79, 80, 81, 93, AND 98 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 55, 78, 79, 80, 81, 93, and 98; and

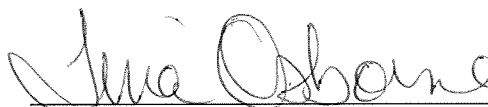
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 55, 78, 79, 80, 81, 93, and 98, as attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 55

Effective Date: 02/14/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in-reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Client has had an opportunity to review the below reference document. Client approves document as guide for interface development.

Document Referenced: OSD Warren County Jail Livescan Publisher Interface - Version 2.0

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tom Grossmann

Signature: [Signature]

Date: 9/14/18

TriTech Project Manager Print Name: Jameson Gartner

Signature: [Signature]

Date: 02/14/2018



Warren County Sales Order 6395 Task Completion Report 78

Effective Date: 05/17/2018

29MAY 8:07AM

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

- 1. **Acknowledgement:** Delivery of Functionality--Notification to assigner if task is not completed-- Released 4.16

TriTech will address any defects in future versions as part of core functionality.

This functionality and deliverable are considered closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tom Grossmann
Signature:

Date: 9/14/18

TriTech Project Manager Print Name: Jameson Gartner

Signature:

Date: 05/17/2018



Warren County Sales Order 6395 Task Completion Report 79

Effective Date: 05/17/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

1. **Acknowledgement:** Delivery of Functionality--Expungement ability—Released in 4.15.2 – Reviewed with Client in 4.15.3 upgrade

TriTech will address any defects in future versions as part of core functionality.

This functionality and deliverable are considered closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossman

Signature:

Date:

4/4/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 05/17/2018



Warren County Sales Order 6395 Task Completion Report 80

Effective Date: 05/17/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

1. **Acknowledgement:** Delivery of Functionality--Investigation Status--Delivered and Reviewed in 4.14 Workshop

TriTech will address any defects in future versions as part of core functionality.

This functionality and deliverable are considered closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

Date:

9/4/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 05/17/2018



Warren County Sales Order 6395 Task Completion Report 81

Effective Date: 05/17/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

- 1. **Acknowledgement:** Delivery of Functionality--Custom drop down fields—Delivered and Reviewed in 4.14 Workshop

TriTech will address any defects in future versions as part of core functionality.

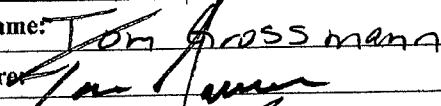
This functionality and deliverable are considered closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tom Grossman
Signature:  Date: 9/4/18

TriTech Project Manager Print Name: Jameson Gartner
Signature:  Date: 05/17/2018



WARREN COUNTY

Warren County Sales Order 6395 Task Completion Report 93

Effective Date: 06/12/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Review of JMS Data Conversion OSD V1.2

Document(s): OSD - Warren CO Inform Jail Conversion V1.2

The document(s) were delivered via email to Gary Estes on June 12, 2018. The client and TriTech Engineer reviewed the above mentioned document. Client acknowledges the OSD for JMS data conversion is a living document to be finalized prior to the final data conversion being completed. The above listed document serves as the foundational document to begin the Jail data conversion process.

This review and delivery are considered complete.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

Date:

9/4/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 06/12/2018



Warren County Sales Order 6395 Task Completion Report 98

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Functional Acceptance Test—Correct Care Jail Interface

Document(s): FAT -Warren Correct Care Interface

This Functional Acceptance Test was completed on June 26, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This task is considered complete and closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tom Grossmann

Signature: 

Date: 9/4/18

TriTech Project Manager Print Name: Jameson Gartner

Signature: 

Date: 06/26/2018

Resolution

Number 18-1375

Adopted Date September 04, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE REVISED CHANGE ORDER NO. 5 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems Change Order Q5064JG-01 for RMS Data Conversion PAMET Warren County DTF documents and attachments CWI 8577 and Project Management; and

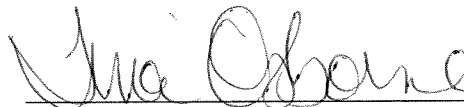
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Change Order No. 5 with TriTech Software Systems on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—TriTech Software Systems
Telecom (file)



Change Order

Q5064JG-01

Date: 8/28/2018

General & Client Information

Client Name: Warren County	Bill to:
System Description: Warren County--Full Suite	Gary Estes
Great Plains ID: OH099/SD	Warren Co
Change Order #	500 Justice Drive
Original Sales Order # 6395	Lebanon, OH 45036
Client Purchase Order #	
Client Purchase Order Date	
Client Contact: Gary Estes	Ship to:
Contact Phone: 513-695-1810	Gary Estes
Contact Email Address: gary.estes@wcoh.net	Warren Co
Credit Terms: Net 30 days from date of invoice	500 Justice Drive
Account Executive: Denny Fischer	Lebanon, OH 45036
Project Manager: Jameson Gartner	

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
1	Integration Services	RMS Data Conversion PAMET Warren Co DTF documents and attachments CWI 8577	\$ 7,875.00	\$ 7,875.00	\$ 7,875.00
1	PM Services	Project Management	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Project Deletions:					
Total:					\$ 8,975.00

Project Summary & Totals

Integrated Solutions Services	7,875.00
Project Management Services	1,100.00
Subtotal:	\$ 8,975.00
Estimated Sales Tax (State: _____ at _____ %)	Taxable sales: 0.00 Sales tax rate: 5.00%
Estimated Shipping	\$ -
Total:	\$ 8,975.00

Project Payment Terms: Net 30 days from date of invoice

100% Due at execution of Change Order	\$ 8,975.00
Total Payments:	\$ 8,975.00

Summary Information & Project Notes

1) This includes the addition of documents and attachments to the RMS Data Conversion for Warren Co DTF from PAMET 2) Project management	Send Purchase Orders to: TriTech Software Systems Attn: Sales Admin FAX: 858-799-7015 salesadmin@tritech.com
Issued by: Jameson Gartner Contact info: jameson.gartner@tritech.com 970-308-1617	Remit Payments to: TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software Licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.



Change Order

Q5064JG-01

Date: 8/28/2018

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted by TriTech Software Systems

Brenda Stehl - VP Finance

Print Name & Title

Brenda Stehl

Signature

August 28, 2018

Date

Accepted for Client

Warren County
Client Agency/Entity Name

Tom Grossmann

Print Name
Client Authorized Representative

Tom Grossmann

Signature
Client Authorized Representative

President

Title

9/4/18

Date

Resolution

Number 18-1376

Adopted Date September 04, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SOFTWARE AGREEMENT WITH MICROSOFT CORPORATION ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY

BE IT RESOLVED, to authorize the President of the Board to enter into a software licensing agreement with Microsoft Corporation on behalf of Warren County Information Technology; copy of said agreement attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Microsoft Corporation
Information Technology (file)

Program Signature Form

MBA/MBSA number		
Agreement number	01E73274	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0757142.003 PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Warren County IT
Signature*	
Printed First and Last Name*	Tom Grossmann
Printed Title	President
Signature Date*	9/4/18
Tax ID	

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

* Indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Microsoft Corporation

AUG 21 2018

Chelsea White
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise
Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
↔	↔	↔

Signature



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

64136995

Framework ID
(If applicable)

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term, Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Proprietary Information

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center, and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Warren County IT
Contact name* First Joshua Last Miller
Contact email address* Joshua.Miller@co.warren.oh.us
Street address* 406 Justice Drive
City* Lebanon
State/Province* OH
Postal code* 45036-2385-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 513-695-1684
Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Joshua Last Miller
Contact email address* Joshua.Miller@co.warren.oh.us
Street address* 406 Justice Drive
City* Lebanon
State/Province* OH
Postal code* 45036-2385-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 513-695-1684

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

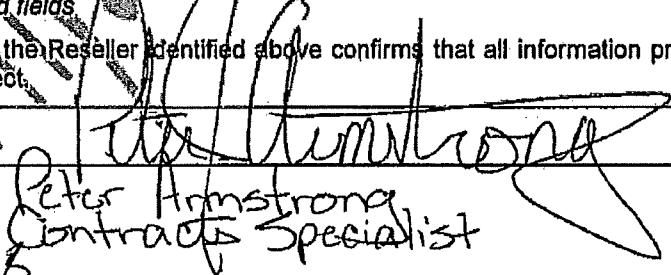
Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Joshua Last Miller
Contact email address* Joshua.Miller@co.warren.oh.us
Phone* 513-695-1684
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name: SHI International Corp.
Street address (PO boxes will not be accepted): 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Peter Armstrong
Phone* 888-764-8888
Contact email address* mpteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	Peter Armstrong
Printed title*	Contracts Specialist
Date*	8/15/15

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft

Proposal ID

0757142.003

Enrollment Number

Language: English (United States)

Enrolled/Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CALL Licensing Model
Enterprise	28	29	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GCC E1	1
O365 GCC E3	28

Enrolled/Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	28	29	0	0

Enrolled/Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Resolution

Number 18-1377

Adopted Date September 04, 2018

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT BY AND BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY/JOHN LANE FIELD AIRPORT

BE IT RESOLVED, to approve and authorize the County Administrator to sign a grant agreement with the Federal Aviation Administration for various activities at the Warren County/John Lane Field Airport, as attached hereto and made a part hereof.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Airport Authority (file) (Al Wolfson)
Tiffany Zindel
C/A—FAA
FAA
OGA

Resolution

Number 18-1378

Adopted Date September 04, 2018

APPROVE AMENDMENT NO. 3 TO THE ENGINEERING AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., INCREASING PURCHASE ORDER NO. 21277 FOR THE WAYNESVILLE REGIONAL WASTEWATER IMPROVEMENTS PROJECT, SUBFUND NO. 3380

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, on December 5, 2017, the Board adopted Resolution 17-1904, amending the engineering contract to include the preparation of design drawings and specifications for the replacement of the secondary clarifier mechanisms; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including Supervisory Control and Data Acquisition (SCADA) system integration; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 3 increasing Purchase Order No. 21277 to Jacobs Engineering Group, Inc. in the amount of \$94,903 creating a new contract price of \$1,136,127. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:


1. The scope of services shall be as stipulated in the "Request for Quotation for Waynesville WWTP Controls" document submitted to Warren County on May 24, 2018 by Jacobs and attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the March 14, 2017 Engineering Contract, with total additional compensation not to exceed \$94,903.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Jacobs Engineering Group, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 3
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, is effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Jacobs Engineering Group, Inc., 1880 Waycross Road, Cincinnati, Ohio 45240 (hereinafter "CONSULTANT").

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including Supervisory Control and Data Acquisition (SCADA) system integration; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Waynesville Regional Wastewater Treatment Plant Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, May 24, 2018, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the March 17, 2017 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the March 14, 2017 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$94,903.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the terms and conditions of the March 14, 2017 Engineering Agreement shall remain binding and in force and effect in all other aspects, and incorporated as if fully re-written herein.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Jacobs Engineering Group, Inc., has caused this Agreement to be executed by John Noble, its Vice President & GM, on the date stated, pursuant to a resolution authorizing the same.

JACOBS ENGINEERING GROUP, Inc.

SIGNATURE: 

NAME: John Noble

TITLE: VP & GM, Life Sciences

DATE: _____

COUNTY:

IN EXECUTION WHEREOF,, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Board Resolution No. 18-1378, dated 9/4/18.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

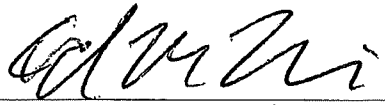
NAME: Tom Grossmann

TITLE: President

DATE: 9/4/18

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor



1880 Waycross Road
Cincinnati, Ohio 45240

May 24, 2018

Mr. Don Brewer, Control Systems Manager
Warren County Water and Sewer
406 Justice Drive

Lebanon, OH 45036

Subject: Request for Quote for Waynesville WWTP Controls
Waynesville Regional WWTP System Integration

Dear Mr. Brewer:

Pursuant to your request, Jacobs is pleased to offer this letter quotation for system integration services at the Waynesville Regional Wastewater Treatment Plant (WWTP) to Warren County Water and Sewer (WCWS). The requested scope of work is as follows:

The Waynesville Regional WWTP is being upgraded, and the services of a system integrator (S.I.) are required. The system integrator is responsible for creating the PLC program, verifying I/O, creating a SCADA tag list, network configuration, testing, and other items necessary for proper operation. In order to provide an accurate bid, several sections from the Technical Specifications Jacobs No. EEX18900 must be followed. The following sections apply:

- 40 94 43 Control System and Automation Requirements
- 40 90 00 Scope of Work
- 40 96 15 I/O Listing
- 40 95 73 Control Signal Wiring
- Waynesville Regional WWTP Drawings

The S.I. submittals for the project are listed in Section 40 94 43 1.05. The bid is as follows:

Area	Hours	Cost
PLC Programming	420	\$58,055
Creating SCADA Tag List (Note 4)	40	\$5,530
Functional Requirements Spec (FRS) prior to FAT	20	\$2,764
Functional Requirements Spec (FRS) after FAT	20	\$2,764
Network Configuration	60	\$8,293

May 24, 2018

Subject: Request for Quote for Waynesville WWTP Controls
Waynesville Regional WWTP System Integration

System Testing for Proper Operation (Note 1)	16	\$2,211
Coordination Meetings with Owner (Note 2)	40	\$5,529
System Integration Field Support (Note 3)	40	\$5,529
Project Management	20	\$3,728
Expenses		\$500
TOTAL:	676	\$94,903

The Automation effort is based on the I/O list of 198 I/O tags, both field-wired and Ethernet-based. The provided PLC programs shall be used as a basis for the PLC programming effort, as applicable per the specific functions for the Waynesville PLC programming effort.

Notes:

- 1) A 2-day effort is planned at the Jacobs Automation Lab. The VTSCADA application and computer (provided by WCWS), and the PLC shall be networked. The Cisco 2960 switch, a managed switch, and an Allen Bradley 1794-AENT Ethernet adapter shall be used to verify connectivity (Jacobs to obtain these items from WCWS via the panel fabricator). There shall be no specific simulation code written. Instead, I/O shall be forced to perform certain logic functions, as required for the 2-day event.
- 2) Coordination meetings shall be at regular intervals as agreed to by Jacobs and WCWS. It is anticipated that the SCADA developer will make trips to the Jacobs Automation lab as required for initial PLC-SCADA testing, and to provide Jacobs with the internal SCADA tags for adding to the tag list. Jacobs shall also make trips to the site as required. Much of the coordination effort shall be accomplished via teleconferences or Skype, as required.
- 3) Per direction by WCWS via E-mail dated May 17, 2018, 40 hours is budgeted for system integration field support. Any hours over 40 shall be separately billed.
- 4) Jacobs shall provide the PLC-based SCADA tags. WCWS shall provide the internal SCADA tags. Jacobs shall maintain a listing of all the tags.

The SCADA software is VTSCADA by Trihedral, and WCWS will create the application.

The proposed time frame for the work to start is between January and July, 2019. Jacobs anticipates the work to realistically be spread over approximately four months. As the contract would be amended, Jacobs could start the Automation effort prior to the construction schedule.

As requested, the following is a history of work by Jacobs and Jacobs' personnel similar to this project.

May 24, 2018

Subject: Request for Quote for Waynesville WWTP Controls
Waynesville Regional WWTP System Integration

Relevant WWTP and WTP Automation Work History:

Mark Landin (prior to Jacobs):

- City of Newark, Ohio WWTP – Complete I&C and Automation project, from Raw Sewage Pumping to Effluent monitoring. Multiple PLC 5/80 controllers, Data Highway, over 1000 I/O points, Wonderware Intouch SCADA.
- Buckeye Lake, Ohio WWTP – Automation PLC and SCADA project, from Influent to Effluent. Multiple PLC 5/80 controllers, Data Highway, over 750 I/O points, Wonderware Intouch SCADA.

Jacobs Automation:

- Husky Energy Lima Refinery Water Re-Use - Project includes 5 PLCs. All Modicon PLCs: 1@652-50, 3@M580 1@M340 (these are model series). The programming languages used is Function Blocks and Structured Text. 5 to 10 HMI's, all Schneider Magells. HMI's programmed with Vijeo software.

HMI programming, including:

- process graphic screens
- annunciator screens
- analog popups
- auto sequence and manual control popups
- alarm history screens
- maintenance mode screens
- PLC status screens
- Engineering screens
- PID control popups

PLC programming, including:

- Interface to plant DCS
 - Cascade flow loops
 - Flow totalizers
 - 2-reactivators: including cascaded level control to 4 filter flows downstream
 - 4-fuzzy filters: including manual control, automatic sequencing and automatic washing
 - 4-Weak Acid Cation exchange softeners: including manual control, automatic sequencing and automatic regeneration
 - Ratio-based influent flow control of chemical feed systems
 - 4-Reverse Osmosis filter skids: including manual control, automatic sequencing and automatic cleaning
 - Programming and control for misc. additives, cleaning, etc.
 - Coordination between PLCs
 - Logic to support HMI described above.
- Henderson Nevada SCADA Master Plan and Implementation – Replacement of obsolete SCADA system. Two water reclamation facilities, water treatment plant, 50 remote reservoir and pump station sites. Technology – Wonderware Orchestra, Modicon Quantum PLC's, radio telemetry using 11 Ghz and 4.9 Ghz radio.

May 24, 2018

Subject: Request for Quote for Waynesville WWTP Controls
Waynesville Regional WWTP System Integration

- Denver Metro SCADA System Implementation – Project goal was to automate facility 24/7 with only 11 O&M personnel. Technology - Integrated architecture, video wall, mobile PC's. Fieldbus technology.

These proposed system integration services can be provided by Jacobs upon approval of an amendment to the current contract. We appreciate the opportunity to submit our quotation for the system integration services and look forward to continuing our work on this project. Please contact us with any questions.

Sincerely,

Jacobs Engineering Group Inc.



Mark Landin
I&C Automation Senior Lead



Robert Brokamp
Technical Manager, Life Sciences Automation

Resolution

Number 18-1379

Adopted Date September 04, 2018

AUTHORIZE THE FILING OF APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2019 TRANSPORTATION ASSISTANCE GRANTS. THESE GRANTS MAY INCLUDE THE OHIO ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM AND THE URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its FY 2019 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2019 Ohio Elderly and Disabled Transit Fare Assistance Program and the FY 2019 Urban Transit Program, on behalf of the Warren County Board of County Commissioner; and


BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm

cc: Transit (file)
OGA (file)

Warren County Office of Grants Administration

406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

September 4, 2018

Ms. Marianne Freed
Administrator, Office of Transit
Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3110
Columbus, Ohio 43223

Dear Ms. Freed:

RE: URBAN TRANSIT PROGRAM (UTP)

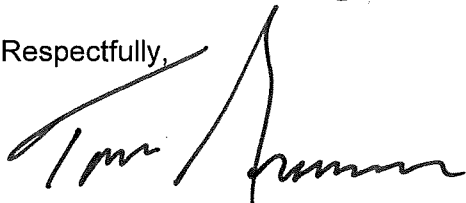
The **Warren County Transit Service** hereby applies for \$45,675 (UTP allocation) in formula funds under the Urban Transit Program.

The following items are enclosed:

1. A copy of a resolution from our governing body authorizing the submittal of this application.
2. Request for Waiver of Federal Grant Match.
3. A purchase order is not applicable because we are not applying for capital funding.
4. Schedule A - Financial Breakdown.
5. Schedule B - Project Description is not applicable because we are not applying for capital funding.
6. Schedule C - Proposed Service Changes
7. CY 2018 Operating and Capital Budget.
8. Standard State Assurances.
9. A copy of the final Federal Transit Administration triennial review report is not included because we have not yet received a review.

If you have any questions or need further information, please contact Susanne Mason at 513.695.1210 or masosu@co.warren.oh.us

Respectfully,



Tom Grossmann, President
Board of County Commissioners

EXHIBIT C

Because Warren County is applying for operating funds, a purchase order is not applicable.

**SCHEDULE A
CONTRACT PREPARATION SHEET**

GRANTEE NAME **Warren County Board of Commissioners** FY **2019**
 TRANSIT SYSTEM **Warren County Transit Service**

Award Letter and Contract To:		Copy of Award Letter To:	
Name, Title	Warren County Board of Commissioners	Susanne Mason	
Agency	Warren County Transit Service	Warren County Transit Service	
Address	406 Justice Drive	406 Justice Drive	
City, State, Zip	Lebanon, OH 45036	Lebanon, OH 45036	
Phone & Fax	513.695.1250	513.695.1210, Fax: 513.695.2980	
E-Mail	tina.osborne@co.warren.oh.us	masosu@co.warren.oh.us	

Operating Assistance: From: **1/1/2018** To: **12/31/2018**
 Federal Grant No. **n.a.**
 State Grant No.

(A) FTA Code	(B) Description	(C) Eligible Operating Expenses	(D) *Total Eligible Expenses	(E) *Federal Funds Approved	(F) Non-Federal Share (D-E)	(G) Eligible State Share (D-E * 50)	(H) Requested State Share
n.a.	operating assistance		\$91,350.00		\$91,350.00	\$45,675.00	\$45,675.00

Capitalized Maintenance: From: To:
 Federal Grant No.
 State Grant No.

(A) FTA Code	(B) Description	(C) *Total Project Cost	(D) *Federal Funds Approved	(E) Non-Federal Share (C-D)	(F) Eligible State Share (C*.80)	(G) Requested State Share	(H) State % (G/C)
				\$0.00	\$0.00		#DIV/0!

Capital Assistance: From: To: **CM/ADA/CCC ONLY**
 State Grant No.

(A) FTA Code	(B) Description	(C) Quantity	(D) *Total Project Cost	(E) *Federal Funds Approved	(F) Non-Federal Share (E-F)	(G) # Maximum Eligible State Share	(H) Requested State Share	(I) State Share % (I/E)	(J) Federal Grant No.
					\$0.00	\$0.00		#DIV/0!	
					\$0.00	\$0.00		#DIV/0!	
					\$0.00	\$0.00		#DIV/0!	
					\$0.00	\$0.00		#DIV/0!	

Totals for Columns D, E, F, G & H: **\$0.00** **\$0.00** **\$0.00** **\$0.00** **\$0.00**

UTP Formula Allocation	Total Formula Funds Requested	Formula Allocation Not Requested
	\$45,675.00	-\$45,675.00

Notations: * The information supplied correspond with the federal grant application
 # The Maximum Eligible State Share is the lesser of (D - E) or (D x 80%)

EXHIBIT E

Because Warren County is applying for operating funds rather than capital, a capital project description is not applicable.

**SCHEDULE C
PROPOSED SERVICE CHANGES**

Current Routes:

Demand Response Only with one flex route

Proposed Route Changes:

No proposed changes

Expected Implementation Date:

2018

Current Service Hours:

6:00 AM - 6:30 PM

Proposed Service Hours:

Same

Expected Implementation Date:

n/a

Current Fares:

\$3.00 per trip / \$1.50 for E&D

Proposed Fares:

Same

Expected Implementation Date:

n/a

Miscellaneous:

<http://www.co.warren.oh.us/transit/>

2019

Anticipated Expenses

Object Code	Description	Expenses
210	Supplies (fuel, office, etc.)	\$ 120,000.00
310	Vehicles, Capital Outlay	\$ 80,000.00
410	Purchased Services	\$ 920,000.00
910	Other Expense (transferred for Admin)	\$ 500.00
912	Admin Costs	\$ 40,000.00
		\$ 1,160,500.00

Anticipated Receipts

Source (Received From)	Anticipated Revenue as of Sept 2016
Farebox	\$ 60,000.00
Contract Revenue	\$ 72,000.00
WCDD	\$ 1,500.00
Job & Family Services	\$ 3,500.00
County Commissioner Contribution	\$ 400,000.00
ODOT - Operating	\$ 45,675.00
Federal (thru ODOT) Operating	
Metro	\$ 385,000.00
ODOT - Capital Maint	
Federal (thru ODOT) - Capital Assistance	\$ -
Tax Refund	\$ 15,000.00
Reserve Fund	\$ 177,825.00
	\$ 1,160,500.00

STANDARD STATE ASSURANCES

Pursuant to the Urban Transit Program Criteria for FY **2019**, the undersigned **Warren County Board of County Commissioners** hereby assures the Ohio Department of Transportation (ODOT) that:

- 1. The grant funds will be used to provide all or part of the funding for the eligible project as described in Schedule A of the application.
- 2. The grant funds will be used for public transportation services provided by the undersigned or a pass-through recipient with its own equipment and facilities or by a project contractor.
- 3. The OKI Regional Council of Governments has certified that a comprehensive integrated regional transportation plan has been developed for the area and that the eligible project for which the grant funds are sought is consistent with and is justified by said plan.
- 4. The undersigned will comply with all Federal and State of Ohio laws, rules, executive orders and other legal requirements as they apply to public transportation.
- 5. The undersigned will submit to ODOT a copy of:
 - a. All planning support documents, including but not limited to the short range transit plan, ridership surveys, and long range transit plans at the time they are prepared;
 - c. Each audit no later than 30 days after its completion;
 - d. Each approved matching US DOT Grant Contract's budget;
 - e. The Certification of Data no later than February 15;
 - f. PTMS data by February 28;
 - g. A copy of the final FTA triennial review report; and
 - h. All other information ODOT requests.

By: X 
(Signature of Authorized Official)

Title **Executive Director**

Date: 9/4/18

The following counter-signature is required for Pass-Through Recipients

Name of Pass-Through Recipient:

By: n/a
(Signature of Authorized Official)

(Title)

Date: _____

Resolution

Number 18-1380

Adopted Date September 04, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Y
Refunds file

Resolution

Number 18-1381

Adopted Date September 04, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

Veterans	\$1,820.00
Veterans	\$429.00
Probate Court	\$6,305.00

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor W
Veterans (file)
Juvenile/Probate Court (file)

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 8/29/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expenses unknown prior to
billing being sent - PO now in place

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	400	\$ 1820.00

VENDOR NAME John Agenbroad - ACS LLC

DESCRIPTION OF SERVICES consulting

DATE OF OBLIGATION 8/1/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 45,254.96 DATE 8/19/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 36,525.80 DATE 8/30/18

FUND BALANCE NOW \$ 37,820.90

CERTIFIED BY: Matt Nolan  

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 8/29/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Invoice not over \$1000 but came in with other invoices that put total over - Other invoices had po's in correct object code

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	317	\$ 429.00

VENDOR NAME Dorns

DESCRIPTION OF SERVICES file cabinet

DATE OF OBLIGATION 8/29/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 7,986.60 DATE 8/29/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 7,986.60 DATE 8/30/18

FUND BALANCE NOW \$ 7,986.60

CERTIFIED BY: Matt Nolan JS

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 8/23/18

From: Warren County Probate Court

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: The original PO listed the wrong vendor for the microfilm equipment

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>277</u>		<u>1410</u>	<u>317</u>	<u>\$ 6035.00</u>

VENDOR NAME World Micrographics Inc

DESCRIPTION OF SERVICES Microfilm ScanPro 2200 Plus equipment

DATE OF OBLIGATION 7/9/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 5,304.00 DATE 7/9/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 11,339.00 DATE 8/27/18

FUND BALANCE NOW \$ 206,672.01

CERTIFIED BY: Unable to certify due to Then balance

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1382

Adopted Date September 04, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/30/2018 001, #08/30/2018 002, #08/30/2018 003, and #08/30/2018 004; said batches are attached hereto and made a part hereof.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor Y

Resolution

Number 18-1383

Adopted Date September 04, 2018

APPROVE CASH ADVANCE FROM COUNTY GENERAL FUND #101 INTO THE
ESTATES OF KEEVER CREEK ROADWAY CONSTRUCTION FUND #450

BE IT RESOLVED, to approve the following cash advance:

\$511,000.00	from	#101-5555-666	(General Fund Cash Out)
	into	#450-5555-555	(Estates of Keever Creek – Cash In)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon receipt of proceeds borrowed and subsequently assessed to the properties within the improvement area.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor Y
Engineer (file)
Cash Advance file

Resolution

Number 18-1384

Adopted Date September 04, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO CLERK OF COURTS – COUNTY COURT FUND #101-1282

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Clerk of Courts – County Court Fund #101-1282 in order to process vacation leave payout for Aimee Lofland former employee of County Court:

\$ 74.00	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1282-882	(Clerk of Courts, CC - Vacation Leave Payout)

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Clerk of Courts (file)
OMB

Resolution

Number 18-1385

Adopted Date September 04, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COURT OF DOMESTIC
RELATIONS FUND #101-1230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,300.00	from	#101-1230-910	(Other Expense)
	into	#101-1230-317	(Non Capital Purchases)

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Domestic Relations (file)

Resolution

Number 18-1386

Adopted Date September 04, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000.00 from #101-2210-820 (Health Insurance)
into #101-2210-210 (Materials & Supplies)

\$20,000.00 from #101-2210-820 (Health Insurance)
into #101-2200-210 (Materials & Supplies)

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 18-1387

Adopted Date September 04, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN EMERGENCY SERVICES /
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000.00	from #101-2850-855	(Clothing-Pers. Equip.)
	into #101-2850-317	(Non Capital Purchases)
\$2,000.00	from #101-2850-400	(Purchased Services)
	into #101-2850-317	(Non Capital Purchases)

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor M
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 18-1388

Adopted Date September 04, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SPECIAL PROJECTS FUND #224

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00	from	#224-1220-320	(Capital Purchases)
	into	#224-1220-400	(Purchased Services)

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor n
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 18-1389

Adopted Date September 04, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER FUND
#101-1500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00	from	#101-1500-320	(Capital Purchases)
	into	#101-1500-400	(Purchased Services)

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor Y
Appropriation Adj. file
Records Center

Resolution

Number 18-1390

Adopted Date September 04, 2018

APPROVE AND AUTHORIZE THE BOARD TO ENTER INTO AN AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to approve and authorize the Board to execute a software usage agreement with Fidlar Technologies on behalf of the Warren County Recorder. Copy of said agreement attached hereto and made a part hereof.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fidlar Technologies
Recorder (file)



SCHEDULE D

(Warren, OH)

Laredo, AVA, Property Fraud Alert, Tapestry

(Updated 05/11/2018)

This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

LAREDO DESCRIPTION:

Fidlar Technologies' *Laredo* software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the *Laredo* remote access software from Fidlar's website, www.fidlar.com.

Each new *Laredo* subscriber will be presented with an online End User Agreement when they log in to *Laredo*. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each *Laredo* user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING\PRICING:

There is no charge to remote users as per Ohio legislation. Should this change, it is possible to modify the end-user pricing and integrate subscriptions plans and a per image price.

Laredo support (at 1-800-747-4600), including End-User subscriber support, is included in the per instrument charge.

DIRECTSEARCH DESCRIPTION:

AVA will serve as the web-based solution to allow Warren County Ohio residents to search and view images for free.

PROPERTY FRAUD ALERT DESCRIPTION:

Fidlar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

Property Fraud Alert is a subscription-based service. The Client, at its discretion, may choose to offer the *PFA* service to its citizens free of charge or at a fee of the Client's choice. All no-charge subscription services must



be entered via the **PFA** web site only.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

TAPESTRY/MOSAIC:

The Client has the option to participate in Fidlar's Tapestry General Public Access System by permitting their information to be made available through the Fidlar Technologies Tapestry & Mosaic website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The Client has the option to participate in Fidlar's Mosaic General Public Access System by permitting their information to be made available through the Fidlar Technologies Mosaic website (www.landrecords.biz). The Client understands that Mosaic is a service offered and managed by Fidlar to offer the land records of participating Counties as well as 3rd Party Data Sources collectively to the general public.

The Client understands that Fidlar will determine who has access to their Tapestry & Mosaic websites and will provide phone and email support to users as well as manage the billing and collecting of Tapestry & Mosaic access fees from the end users. At the end of each calendar month, Fidlar will provide a credit to the Client based on the parameters below. This credit can be applied to any fees invoiced by Fidlar.

TAPESTRY & MOSAIC PRICING:

Fidlar agrees to pay Client (via credit on Client's account with Fidlar):

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry & Mosaic are set by Fidlar. Fidlar will notify Client at least 30 days in advance before such fees are changed.

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

WARREN COUNTY, OHIO RECORDER

BY *[Signature]*

Date August 17, 2018

APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

FIDLAR TECHNOLOGIES

BY *[Signature]*
LAND STEIL

Date 8/9/18

WARREN COUNTY COMMISSIONERS
BY *[Signature]*
Tom Grossmann, President

DATE 9/4/18

Resolution

Number 18-1391

Adopted Date September 04, 2018

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF LOWER LITTLE MAIMI WASTEWATER TREATMENT PLANT IMPROVEMENTS.

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need for improvements to their Lower Little Miami Wastewater Treatment Plant, including, but not limited to upgrades to the influent screening facilities and secondary clarifiers; and

WHEREAS, the Warren County Board of County Commissioners wishes to procure the services of professional engineering firms to begin the design of the aforementioned improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code further identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue the enclosed public notice, upon review and approval by the Prosecutor's Office, for the procurement of engineering services for the aforesated project in accordance with applicable sections of the Ohio Revised Code.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid file
K. Hawk

Resolution

Number 18-1392

Adopted Date September 04, 2018

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need for improvements to the Sycamore Trails wastewater treatment plant; and

WHEREAS, the Warren County Board of County Commissioners wishes to procure the services of professional engineering firms to begin the study and design of the aforementioned improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code further identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue the enclosed public notice, upon review and approval by the Prosecutor's Office, for the procurement of engineering services for the aforesated project in accordance with applicable sections of the Ohio Revised Code.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid file
K. Hawk

Resolution

Number 18-1393

Adopted Date September 04, 2018

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR DESIGN SERVICES FOR THE US 22-3 WATERMAIN REPLACEMENT FROM CREEK WOODS PLACE TO APPROXIMATELY ISLAND PINES DRIVE PROJECT

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizes the need to develop detailed construction plans, specifications, and surveying services for the construction of approximately 3,400 feet of water line replacement along US 22 and 3 extending from Creek Woods Place to approximately Island Pines Drive in Deerfield Township; and

WHEREAS, the Warren County Board of County Commissioners wishes to procure the services of professional engineering firms to begin the study and design of the aforementioned improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

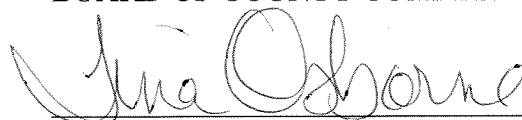
NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue a public notice, upon review and approval by the Prosecutor's Office, for the procurement of engineering services for the aforesated project in accordance with applicable sections of the Ohio Revised Code.

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

Resolution adopted this 4th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Bid file
K. Hawk