

# Resolution

Number 19-1555

Adopted Date November 19, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR WYATT ALLEN WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Wyatt Allen, Water Distribution Worker I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective November 18, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Wyatt Allen's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.94 per hour effective pay period beginning November 23, 2019.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water & Sewer (file)  
W. Allen's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-1556

Adopted Date November 19, 2019

HIRE DELAINEY MAX AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Delainey Max, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective December 9, 2019, subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
Delainey Max's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1557

Adopted Date November 19, 2019

PROMOTE KILEY DANE FROM ELIGIBILITY REFERRAL SPECIALIST II TO THE POSITION OF TRAINING OFFICER WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the director and supervisory staff have interviewed Ms. Dane and recommend the promotion of Ms. Dane to said position: and

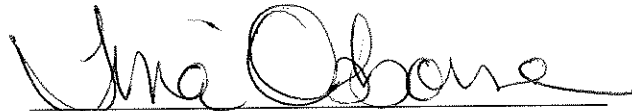
NOW THEREFORE BE IT RESOLVED, to promote Kiley Dane to the position of Training Officer, full-time permanent, non-exempt status (40 hours per week), Pay Range #8, \$19.33 per hour, under the Human Services Division Compensation Plan, effective pay period beginning November 23, 2019.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1558

Adopted Date November 19, 2019

HIRE CANDACE MILLER AS COMMISSIONERS' AIDE WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

BE IT RESOLVED, to hire Candace Miller as Commissioners' Aide within the Warren County Commissioners' Office, unclassified, permanent status, full-time, exempt, Pay Range #13, \$1,600.00 bi-weekly, effective December 9, 2019, subject to a negative background check and drug screen.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file  
Candace Miller's Personnel file  
OMB-Sue Spencer

# Resolution

Number 19-1559

Adopted Date November 19, 2019

## ISSUE REQUEST FOR PROPOSALS FOR 2020 THROUGH FEBRUARY 2021 BALLOTS FOR WARREN COUNTY BOARD OF ELECTIONS

BE IT RESOLVED, to advertise for Request for Proposals for 2020 through February 2021 Ballots for the Warren County Board of Elections; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals for two consecutive weeks on the County website; the deadline for the receipt of proposals is 4:30 p.m. on December 15, 2019.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Board of Elections (file)  
Bid file  
Kiana Hawk

# Resolution

Number 19-1560

Adopted Date November 19, 2019

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TRUDY ROBINSON FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lily Drive a bridge replacement project is to be performed, and it is necessary to enter onto the property, parcel #16-15-378-003 located at 8815 Lily Drive, Loveland, OH 45140 which is owned by Trudy Robinson, an unmarried woman, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct a gravel drive apron from the Lily Drive edge of pavement to the existing gravel drive.
4. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Trudy Robinson, an unmarried woman, for the Lily Drive bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Robinson, Trudy  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Trudy Robinson, whose tax mailing address is 8815 Lily Drive, Loveland, Ohio 45140 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Lily Drive is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 8815 Lily Drive, Loveland, Ohio 45140, identified as Parcel #16-15-378-003. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct a gravel drive apron from the Lily Drive edge of pavement to the existing gravel drive.
4. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Grantee warrants Grantor's 24" diameter pine tree (shown in Exhibit "A"), located outside the proposed drainage easement, until December 31, 2020, as to any damages caused by Grantee or as to utility relocation caused by Grantee's work as part of the Lily Drive Culvert Replacement Project. In the event said tree experiences any damage due to utility relocation needed for the Lily Drive Replacement Project or due to the grading needed for the Lily Drive Culvert Replacement Project as shown on the culvert replacement construction plans during the warranty period, Grantee agrees to compensate Grantor up to an amount not to exceed \$2,000.00, final amount to be determined by an invoice from Grantor's contractor for removal of said tree and its stump. If said tree exhibits sign of damage, then Grantor shall contact Grantee a minimum of 2 weeks prior to removal of tree to allow Grantee time to inspect tree before removal.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lily Drive Bridge #1023-0.17 Replacement Project or until December 31, 2020, whichever comes first.

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**IN EXECUTION WHEREOF**, Trudy Robinson, the Grantor herein, have hereunto set her hands on the date stated below.

**Grantor:**

Signature: Trudy Robinson

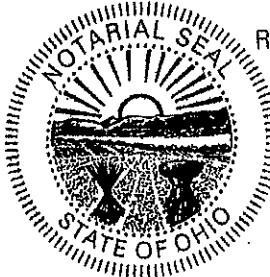
Printed Name: Trudy Robinson

Date: 11.04.2019

STATE OF Ohio, COUNTY OF Warren, ss.

**BE IT REMEMBERED**, that on this 11<sup>th</sup> day of November, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Trudy Robinson, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



ROBERTA J. APKING  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
5/20/2023  
Recorded in  
Warren County

Roberta J. Apking  
Notary Public  
My commission expires: 5/20/2023

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-1560 dated 11/19/19

Grantee: \_\_\_\_\_  
Signature: Shannon Jones  
Printed Name: Shannon Jones  
Title: President  
Date: 11/19/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 19 day of November, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day of the year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Laura K. Lander  
Notary Public  
My commission expires: 12/26/2022

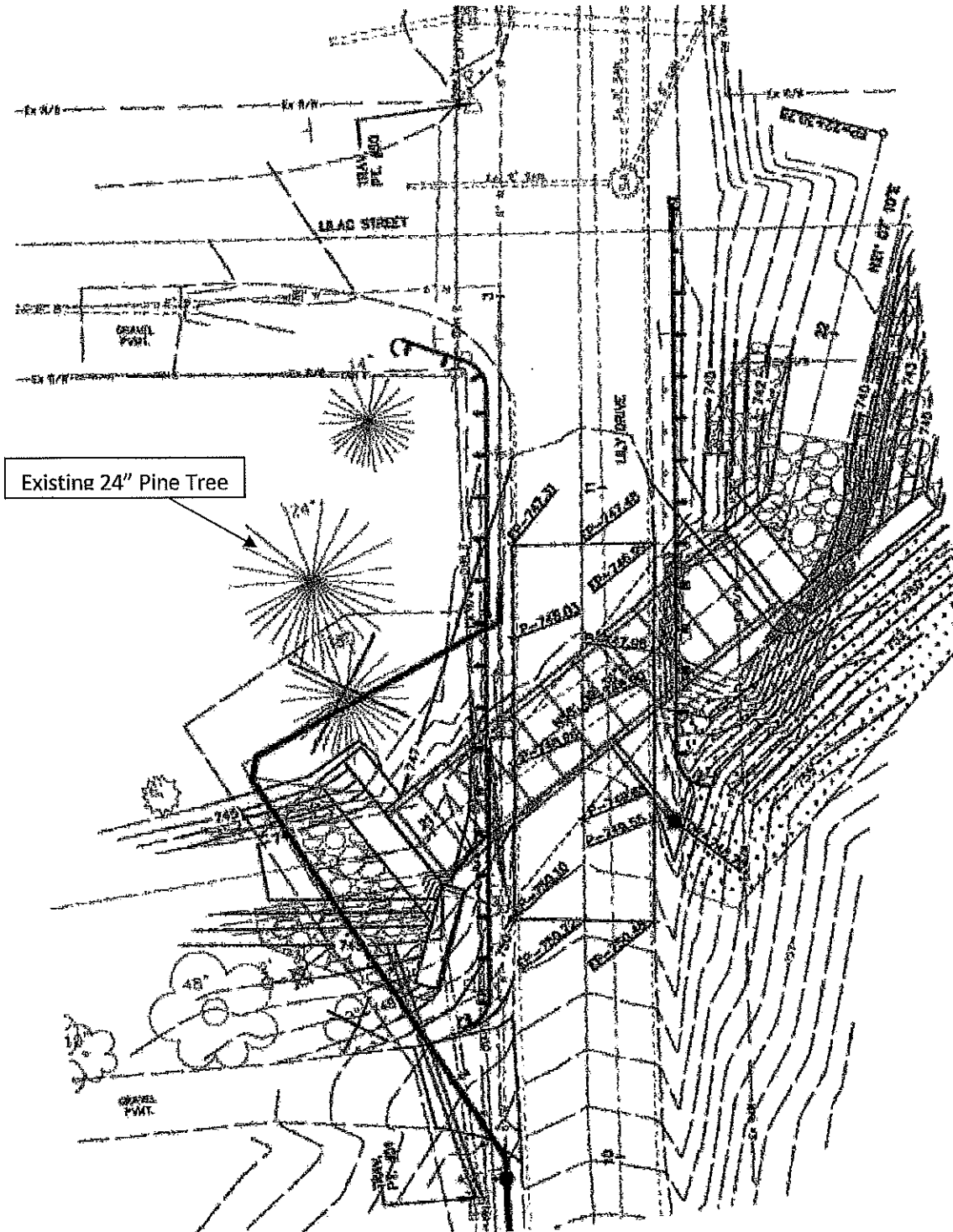
Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)

# EXHIBIT A

Location of 24" Pine Tree



# Resolution

Number 19-1561

Adopted Date November 19, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH AUNT B, LLC FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lily Drive a bridge replacement project is to be performed, and it is necessary to enter onto the property, parcel #16-15-384-001 located at 2520 Rose Road, Loveland, OH 45140 which is owned by Aunt B, LLC, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Aunt B, LLC, for the Lily Drive bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Aunt B, LLC  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Aunt B, LLC., an Ohio Limited Liability Company, whose tax mailing address is 42 Sherbrooke Drive, Florham, New Jersey 07932 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge replacement project on Lily Drive is to be completed. In order to construct the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located at 2520 Rose Road, Loveland, Ohio 45140, identified as Parcel #16-15-384-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction and any tree removal will also include removal of the tree stump.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lily Drive Bridge #1023-0.17 Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Aunt B, LLC Susan McDaniel  
sole proprietor (name, title) for Aunt B, LLC., an Ohio Limited  
Liability Company, pursuant to the authority granted to her by the company to execute this  
Agreement on behalf the Grantor herein, has hereunto set her hands on the date stated below.

**Grantor:**

Aunt B, LLC.

Name: SUSAN McDaniel

Title: sole proprietor

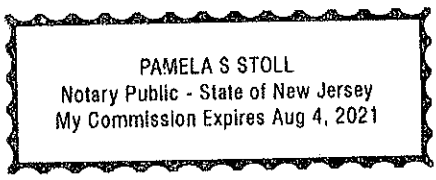
Sign: Susan McDaniel

Date: 9/24/19

STATE OF New Jersey, COUNTY OF MORRIS, ss.

BE IT REMEMBERED, that on this 24<sup>th</sup> day of September, 2019, before  
me, the subscriber, a Notary Public in and for said state, personally came Susan  
McDaniel, sole proprietor (name, title) for Aunt B, LLC., an Ohio Limited Liability  
Company, being the Grantor in the foregoing Agreement, and pursuant to the authority granted  
to her by said company and while acting in an official capacity on behalf of Grantor, I did  
acknowledge the signing thereof to be a voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal  
on this day and year aforesaid.



Notary Public: [Signature]  
My commission expires: 08/04/2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-1561, dated 11/19/19.

Grantee: \_\_\_\_\_  
Signature: Shannon Jones  
Printed Name: Shannon Jones  
Title: President  
Date: 11/19/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 19 day of November, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 19 day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
520 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)

# Resolution

Number 19-1562

Adopted Date November 19, 2019

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$125,000.00 TANF/TANF Admin/PRC funds for 10/01/19, ending 09/30/20; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services (file)  
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT**

**WITNESSETH THAT;**

**WHEREAS**, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

**WHEREAS**, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

**WHEREAS**, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Warren County Division of Children Services for delivery of both direct and indirect services and benefits;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Job and Family Services, Division of Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

**B. Purpose of Sub-grant**

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families and to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

**C. Obligations of the Sub-recipient**

The Sub-recipient agrees to operate a program, described in the Warren County Job and Family Services Prevention Retention and Contingency Plan as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.



The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

#### **D. Client Eligibility**

The Sub-recipient will determine client eligibility for those who will be served through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

### **ARTICLE II CONTENT OF PROGRAM PROPOSAL**

Refer to Exhibits A, and incorporated herein by this reference.

### **ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

#### **A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A, attached, which includes; Kinship Navigator and Outreach Services, KPIP/KCCP Administration, Kinship Caregiver Payments, Child Welfare Case Management, Child Welfare Services and Benefits as described in the Warren County PRC Plan, Exhibit A. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be both through Social Services Random Moment Study and Direct Services expense reimbursement. The Sub-recipient agrees to bill on either a monthly or quarterly basis.

The Sub-recipient will bill the Department based on Program/Activity hits- 760/760, 760/762, 760/776, 760/777, 760/785, 760/786 and any direct services provided. Below is a description of the invoicing process for RMS and Direct Service Expenditures;

#### **B. Random Moment Sample Code Descriptions**

**760- PRC Child Welfare Eligibility:** Activities related to the determination of eligibility of the child or the child's caretakers for Prevention, Retention, and Contingency (PRC) services: includes case file review, verification of documentation, approval or denial of application and preparation of notice of decision in the office; field, by mail or telephone.

**762-PRC Child Welfare Family Preservation Activities:** Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these service in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

**776- Kinship Navigator Outreach:** general information and referral: website, public service announcements, brochures, bill boards, phone banks, and other services.

**785- Child Welfare PRC Custody Case Management:** A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan; and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

**786- Child Welfare Non-Custody Case Management:** An in-home case is established; the child and family's income meets the income eligibility criteria for the county's PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child's family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

**C. Direct Services**

Service or Benefit	CAP	TANF Purpose	Economic Need Standard	Targeted Group
Per Kinship Placement Family	\$3,000 per 12- month period.	TANF I	200% of the FPL	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12- month period	TANF I	200% of the FPL	Minor children being cared for by relative or non-relative Kinship Placement
Child Welfare Services & Benefits	\$1,500.00 per 12- month period	TANF I	200% of the FPL	Families with open active cases in Children's Protective Services System

**B. Availability of Funds**

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award ID/TANF	CFDA Number
TANF Administration	\$17,500	JFSCACC2	1601OHTANF	93.558
TANF Regular	\$157,500	JFSCATFR	1601OHTANF	93.558

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

**C. Maximum Compensation**

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$175,000 during the term of this sub-grant.

**D. Provision of Funding**

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services

rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

#### **ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

#### **ARTICLE V TIME OF PERFORMANCE**

This Sub-Grant Agreement shall be effective **October 1, 2019** and shall terminate on **September 30, 2020**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2020**.

#### **ARTICLE VI BONDING AND INSURANCE**

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

#### **ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP**

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to

bind the Department to any obligation, or to incur any liability in behalf of the Department.

#### **ARTICLE IX MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

#### **ARTICLE X CONFLICT OF INTEREST**

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

#### **ARTICLE XI MODIFICATIONS**

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

#### **ARTICLE XII TERMINATIONS**

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

#### **ARTICLE XIII BREACH BY SUB-RECIPIENT**

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

#### **ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT**

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.

5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring

the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit A.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

#### **ARTICLE XV NOTICES**

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

#### **ARTICLE XVI MERGER**

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements,

whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

**ARTICLE XVII SEPARABILITY**

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

**ARTICLE XVIII FORCE MAJUERE**

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.


**ARTICLE XIX HEADINGS**

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.


**ARTICLE XX GOVERNING LAW**

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

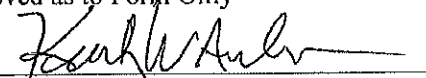
**WARREN COUNTY  
HUMAN SERVICES**

  
\_\_\_\_\_  
Lauren V. Cayanaugh, Director  
10/25/2019  
\_\_\_\_\_  
Date

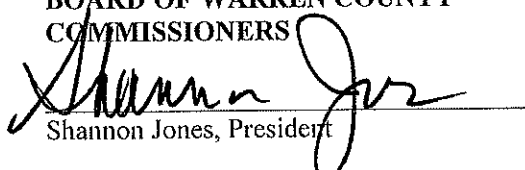
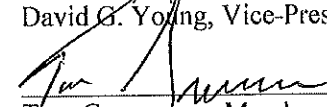
**WARREN COUNTY  
CHILDREN SERVICES**

  
\_\_\_\_\_  
Susan Walther, Director  
10/22/19  
\_\_\_\_\_  
Date

**WARREN COUNTY PROSECUTOR**  
Approved as to Form Only

By:   
\_\_\_\_\_

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Shannon Jones, President  
  
\_\_\_\_\_  
David G. Young, Vice-President  
  
  
\_\_\_\_\_  
Tom Grossmann, Member  
  
11/19/19  
\_\_\_\_\_  
Date

# Resolution

Number 19-1563

Adopted Date November 19, 2019

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION AND WARREN COUNTY CHILDREN SERVICES

WHEREAS; Human Services has additional Title XX TANF Transfer funds available and desires to increase the contract by \$98,863 and add Title XX Base funds of \$54,000 to the existing contract with Children Services; and

NOW THEREFORE BE IT RESOLVED, to amend the Contract between the Warren County Commissioners on behalf of Warren County Department of Human Services and Warren County Children Services Title XX TANF Transfer, beginning October 1, 2018 and terminating on September 30, 2019; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services (file)  
Human Services (file)



**AMENDMENT TO WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TITLE XX TANF SUBGRANT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES**

**WHEREAS**, a Title XX Transfer Sub-Grant Agreement was entered into on September 25, 2018, Resolution # 18-1471 between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Warren County Department of Children Services, hereinafter jointly referred to as “the Parties” and

**WHEREAS**, it is now the intent of the Parties to amend the Contract as follows:

- 1) Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX TANF TRANSFER FUNDS	\$500,000.00	JFSCTX19	CFDA NUMBER 93.667
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NOW, THEREFORE, the Parties agree to amend the Contract as follows:

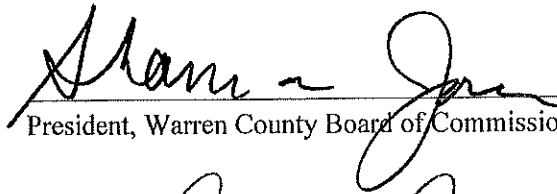
- 1) Increase the total amount to \$652,863, allocating an additional \$152,863 to be available until the end of the contract and liquidation period.

TITLE XX TANF TRANSFER FUNDS	\$98,863	JFSCTX19	CFDA NUMBER 93.667
TITLE XX BASE	\$54,000	JFSCSS19	CFDA NUMBER 93.667

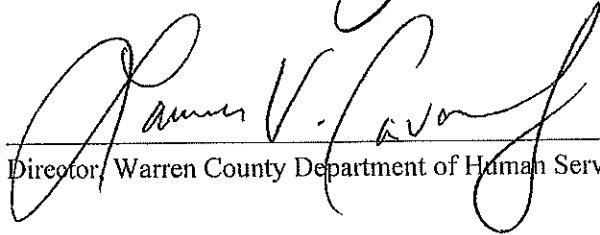
All other terms, conditions and provisions of the Title XX TANF Sub-Grant Agreement shall remain in full force and effect for the term of the Contract as entered into on September 25, 2018 by Resolution Number 18-1471 of the Warren County Board of Commissioners

WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

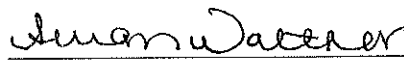
DIVISION OF HUMAN SERVICES

  
\_\_\_\_\_  
President, Warren County Board of Commissioners

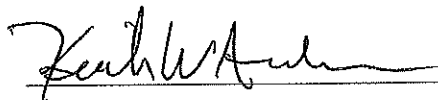
11/19/19  
Date

  
\_\_\_\_\_  
Director, Warren County Department of Human Services

10/25/19  
Date

  
\_\_\_\_\_  
Director, Warren County Department of Children Services

10/25/19  
Date

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecutor

10-22-19  
Date

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

# Resolution

Number 18-1471

Adopted Date September 25, 2018

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/18, ending 09/30/19; contract 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 25<sup>th</sup> day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services (file)  
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TITLE XX TANF SUBGRANT AGREEMENT**

**WITNESSETH THAT;**

**WHEREAS**, it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

**WHEREAS**, one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

**WHEREAS**, the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

**B. Purpose of Sub-grant**

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families in Warren County.

**C. Obligations of the Sub-recipient**

The Sub-recipient agrees to operate a program, described in detail in Exhibit I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

**D. Client Eligibility**

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

**ARTICLE II CONTENT OF PROGRAM PROPOSAL**

Refer to Exhibits A, and incorporated herein by this reference.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

**B. Availability of Funds**

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
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Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

**C. Maximum Compensation**

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

#### **D. Provision of Funding**

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

#### **ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

#### **ARTICLE V TIME OF PERFORMANCE**

This Sub-grant Agreement shall be effective **October 1, 2018** and shall terminate on **September 30, 2019**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2019**.

#### **ARTICLE VI BONDING AND INSURANCE**

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

#### **ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP**

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave,

pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

#### **ARTICLE IX MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

#### **ARTICLE X CONFLICT OF INTEREST**

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

#### **ARTICLE XI MODIFICATIONS**

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

#### **ARTICLE XII TERMINATIONS**

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

#### **ARTICLE XIII BREACH BY SUB-RECIPIENT**

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

#### **ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT**

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of

the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which



may be suffered by its employees in accord with 20 CFR 692.22.

16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

**ARTICLE XV NOTICES**

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

**ARTICLE XVI MERGER**

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

**ARTICLE XVII SEPARABILITY**

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

**ARTICLE XVIII FORCE MAJUERE**

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

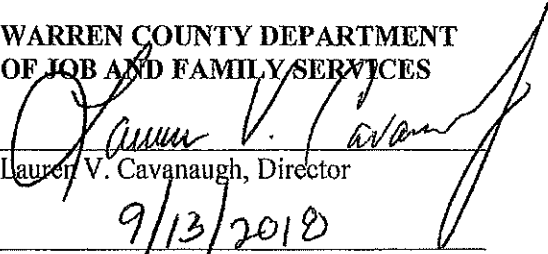
**ARTICLE XIX HEADINGS**

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

**ARTICLE XX GOVERNING LAW**

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY DEPARTMENT  
OF JOB AND FAMILY SERVICES**

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director

Date

9/13/2018

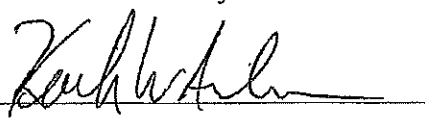
**WARRENCOUNTY  
CHILDREN SERVICES**

  
\_\_\_\_\_  
Susan Walther, Director

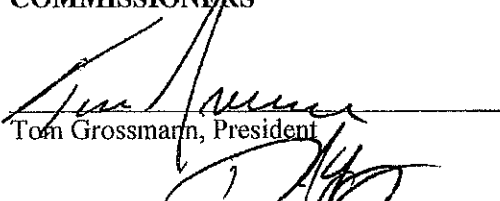
Date

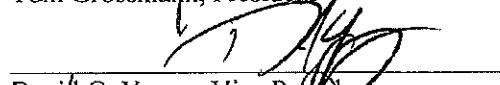
**WARREN COUNTY PROSECUTOR**  
Approved as to Form Only

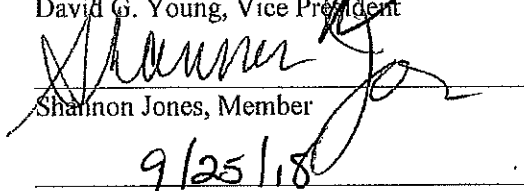
By:

  
\_\_\_\_\_

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tom Grossmann, President

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

  
\_\_\_\_\_  
Shannon Jones, Member

Date

9/25/18

## **Exhibit A**

Warren County Children Services  
Title XX TANF Transfer Proposal for SFY 2018-2019  
416 S. East Street  
Lebanon OH 45036  
513-695-1538  
Susan Walther, Director

### Description of Services

This Title XX TANF Transfer contract will provide funds to Warren County Children Services (WCCS) for costs associated with providing services to families and eligible children placed with relatives or in Kinship homes. These services include, but are not limited to:

- Intake and investigations
- Providing case management services
- casework counseling
- parenting education
- diagnostic and assessment services
- homemaker services

This contract is intended to assist eligible children so that they can be cared for in the homes of relatives or kin and not be placed in a Foster home.

Title XX TANF Transfer services as described above and provided by WCCS can be delivered to eligible children who are below 200% of the poverty level. These Title XX TANF Transfer funds will augment the various Federal, State, and County funds currently received to deliver mandated services as defined in the Ohio Revised Code and Ohio Administrative Code.

### Anticipated Outcomes

Provision of services to these families will allow them to maintain the children in the Relative or Kinship home. Services will be child-centered and family preservation will be the outcome. It is expected these services will also help to maintain the family's self-sufficiency in keeping the children in the relative or kin home and out of a foster home. Specific case outcomes will be tracked as to satisfactory or unsatisfactory completion of case plans. We will measure the length of service time for each family from the beginning of each case episode to the end.

# Resolution

Number 19-1564

Adopted Date November 19, 2019

APPROVE AND ENTER INTO AN AGREEMENT WITH LEXISNEXIS RISK SOLUTIONS FOR THE ACCURINT FOR GOVERNMENT SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

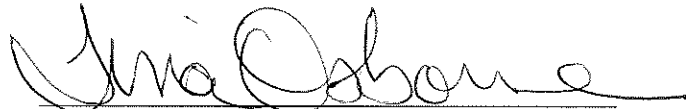
BE IT RESOLVED, to approve and authorize the Board to approve an agreement with LexisNexis Risk Solutions beginning November 1, 2019 and terminating October 31, 2020; utilized by the Department of Human Services; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—LexisNexis Risk Solutions  
Human Services (file)

**LexisNexis Risk Solutions**

**SCHEDULE A  
Accurint for Government  
(Per User Subscription)**

Customer Name: Warren County Job and Family Services  
 Billgroup #: \_\_\_\_\_  
 LN Account Manager: Erin Grim

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning November 1, 2019 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
<b>Standard Features Fee (per user):</b>	<b>\$90.00</b>
<b>Premium Features:</b>	
Email Search	\$0.00
Real Time Phone Search	\$0.00
<b>Total Monthly User Fees (per user):</b>	<b>\$90.00</b>
<b>Minimum Number of Users</b>	<b>2</b>
<b>Total Monthly Minimum Amount</b>	<b>\$180.00</b>

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.

**2.2 Features Not Included:** The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones

October 25, 2019

Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.***

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$180.00.

**3. EXPIRATION**

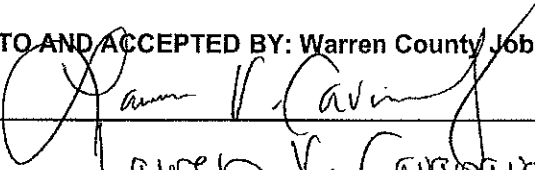
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **November 8, 2019**.

October 25, 2019

**4. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: Warren County Job and Family Services**

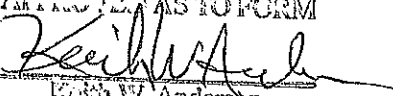
Signed: 

Name: Lauren V. Cavaraugh

Title: Director

Date: 10/31/2019

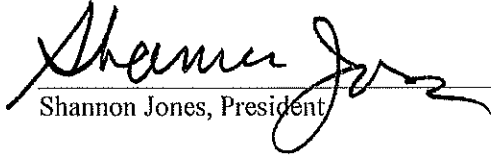
ATTEST AS TO FORM



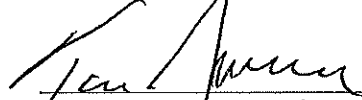
Keith W. Anderson  
Asst. Prosecuting Attorney



BOARD OF WARREN COUNTY COMMISSIONERS

  
Shannon Jones, President

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

  
Tom Grossmann, Member

11/19/19  
\_\_\_\_\_  
Date

October 25, 2019

**Accurint for Government**  
 (Updated September 5, 2019)  
 (Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

<b>PRICE SCHEDULE (Subscription)</b>	
<b>ACCURINT FOR GOVERNMENT FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00

Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet (not discountable)	\$0.25
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00

-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00

-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property,	\$0.00

Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	\$0.00

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90



October 25, 2019

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

## LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency Warren County Job and Family Services, Division of Human Services	Main phone number for address 513-695-1420 <small>*If this is a cell, additional documents may be required</small>
Is this application for an additional account? Parent account number:	Fax number 513-695-2940
Physical Address where LN services will be accessed <small>(P.O. Box/Mail Drops cannot be accepted. Street, city, state, zip)</small> 416 South East Street, Lebanon, OH 45036	Previous address if at the current address less than 6 mos. N/A
Website address www.co.warren.oh.us/humanservices	External Agency IP Address (https://www.whatismyip.com) 156.63.42.215
External Agency IP Range - From:	External Agency IP Range - To: 156.63.69.15 to 156.63.69.142
Agency Information	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Other (please explain):	<input checked="" type="checkbox"/> Local/Municipal Government
	<input type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name) James Ryan	Title MIS Specialist II
E-Mail Address James.Ryan@jfs.ohio.gov	Admin IP Address 156.63.69.142
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip) 6650 Milkweed Court, Maineville, OH 45039	Administrator Date of Birth 01/13/67
Section III – Billing Information	
Billing Contact (first & last name) (check here if same as Administrator) <input checked="" type="checkbox"/>	Title
Stacey Newdigate	Fiscal Officer
Billing Address (street, city, state, zip) 416 South East Street, Lebanon, OH 45036	Telephone 513-695-1592
E-Mail Address Stacey.Newdigate@jfs.ohio.gov	Sales Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name Warren County JFS	Contact Lauren Cavanaugh
Business Address (street, city, state, zip) 416 S. East St. Lebanon OH 45036	Contact Phone Number 513-695-1402
E-Mail Address Lauren.Cavanaugh@jfs.ohio.gov	Account Number (if applicable) —

**Section V – Site Visits**

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

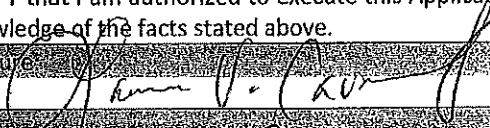
Contact Name	Contact Phone
James Ryan	513-695-1404
Contact Email Address	
James.Ryan@JFS.Ohio.gov	

**Section VI – Terms and Conditions**

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

**Signature**

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature	Date Signed
	10/21/19
Applicant Name	Title
Lauren V. Carraugh	Director

**NON-FCRA PERMISSIBLE USE CERTIFICATION**

**Customer (Company) Name:** Warren County Job and Family Services, Division of Human Services  
**DBA:** \_\_\_\_\_  
**Address:** 416 S. East Street **City, State, Zip:** Lebanon, OH 45030  
**Contact Name:** Lauren Cavanaugh **Phone:** 513-695-1402

**REQUIRED Please describe your purpose of use:** Fraud Investigations

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")  
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

**Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here:  Proceed to SECTION 3. QUALIFIED ACCESS

**SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input checked="" type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— <b>(A)</b> to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and <b>(B)</b> if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.

<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**SECTION 3. QUALIFIED ACCESS**

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use Identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Fraud

**SOCIAL SECURITY NUMBERS**

- Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

**1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)**

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: <u>JFS</u>

**2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)**

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**DRIVER'S LICENSE NUMBERS**

- Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

**1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)**

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
--------------------------	----------------------------------------------------------------------------------

<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: DFS

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**SECTION 4. DEATH MASTER FILE**

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

**I. Definitions.** For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

**II. Certification.**

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

- Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
- Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:
  - Fraud Prevention and identity verification purposes

- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

**III. Flow-down Agreement Terms and Conditions**

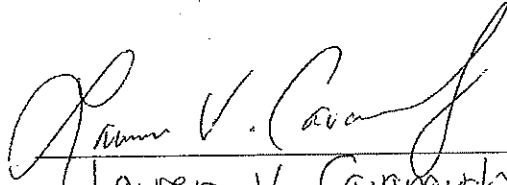
The Parties agree to follow the Flow-down Agreement Terms and Conditions found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments), which are incorporated into this Certification by reference.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature



Print Name

Lauren V. Caranagh

Title

Director

Dated

10/31/2019 (mm/dd/yy)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**LexisNexis Risk Solutions FL Inc**

2 Business name/disregarded entity name, if different from above  
**LexisNexis Risk Solutions**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**1000 Alderman Drive**

6 City, state, and ZIP code  
**Alpharetta, GA 30005**

7 List account number(s) here (optional)

Remit to: **28330 Network Place, Chicago, IL 60673-1283**

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
4	1	-	1	8	1	5	8	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Sandra W. [Signature]* Date ▶ *11/9/18*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Resolution

Number 19-1565

Adopted Date November 19, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN ENGAGEMENT LETTER WITH AIRROSTI REHAB CENTER, INC

WHEREAS, it is the desire of this Board to authorize charges as indicated in the attached Engagement Letter with Airrosti Rehab Centers, Inc., related to soft tissue treatment; and

WHEREAS, charges for these services will pass through United Healthcare claims system and pay at the rates indicated; and

NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign the Engagement Letter with Airrosti Rehab Centers, LLC for services and rates contained therein, as attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Airrosti Rehab Centers  
Horan Assoc  
United Healthcare  
T Whitaker  
Benefits File



## Airrosti Treatment Service Engagement Letter

This engagement letter describes the terms in which Airrosti Buckeye, Inc. dba/Airrosti Rehab Centers, LLC (Airrosti) will provide soft tissue injury treatment services to your employees and dependents at **Warren County** and bill your claims administrator for those services, effective *November 1, 2019*.

1. **Objective:** Our goal is to provide you with an outcome-based solution that delivers measurable and efficient results for your musculoskeletal injuries, and provides one-on-one care that achieves a high level of employee satisfaction. Airrosti, as a healthcare group, has demonstrated an extraordinary ability to rehab back, neck and other soft tissue injuries in a very short amount of time resulting in decreased costs, surgery prevention as well as a significant improvement in absenteeism and presenteeism.
  
2. **Employee Scheduling:** Employees and/or their dependents may schedule appointments by contacting Airrosti's Patient Advocacy Team at (800) 404-6050. *When scheduling appointments, employees should identify themselves as employees of your company.*
  
3. **Payment for Treatment Services:** Health plan group rates are listed below per code. No multitherapy discounting should be applied to the therapy codes. The Airrosti Provider will code and bill for the services provided, not to exceed the code set listed below for each type of visit.

Service:	Code	Reimbursement	Total
Initial Visit	CPT 99203	\$65.00 per unit	\$65.00
	CPT 97140	\$54.00 per unit	\$54.00 (1 unit)
	CPT 97530	\$54.00 per unit	\$108.00 (2 units)
			\$227 per initial visit
Follow Up Visits	CPT 97140	\$54.00 per unit	\$108.00 (2 units)
	CPT 97530	\$54.00 per unit	\$108.00 (2 units)
			\$216 per follow up visits
New Injury	CPT 99213	\$54.00 per unit	\$54.00
	CPT 97140	\$54.00 per unit	\$54.00 (1 unit)
	CPT 97530	\$54.00 per unit	\$108.00 (2 units)
			\$216 per new injury initial visit

### Airrosti Rehab Centers, LLC

911 Central Parkway North, Suite 300 • San Antonio, TX 78232 • (800) 404-6050 • (866) 298-4032 Fax  
www.Airrosti.com



4. **Tax ID, Group National Provider ID and Payment Remittance Address:**
  - ☐ Tax ID#45-5142373
  - ☐ Group NPI#1588923924
  - ☐ Airrosti Buckeye, Inc.  
P.O. Box 223944  
Pittsburgh, PA 15251
  
5. **Billing Statements:** Airrosti shall submit individual medical claim forms to your Carrier or TPA. Because we focus on quality patient time and outcomes vs. quantity and transactions, we require that all payments are in accordance with the fee schedule referenced above, and that any unsubstantiated denials or disputes are resolved quickly.
  
6. **Organization and/or State Required Forms:** Airrosti Providers will complete all necessary forms and timely forward copies to all appropriate parties.
  
7. **Airrosti Provider Credentials:** All Airrosti Providers are credentialed as portal of entry providers and have the appropriate licensing to render a patient diagnosis. Patients do not need a referral to schedule an appointment with an Airrosti Provider.
  
8. **Client Feedback and Special Requests:** Airrosti is committed to a high level of client satisfaction. Our Operations and Business Development Teams are available for both periodic review and special implementation meetings to insure a good working relationship.
  
9. **Termination:** Airrosti is a true outcome-based provider group and we only expect to maintain your business by maintaining our results. Therefore, you have the right to terminate our services at any time if we stop meeting your expectations. We also have the same right, subject to our obligation to allow you reasonable time to find

**Airrosti Rehab Centers, LLC**

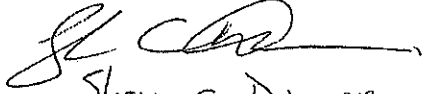
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www.Airrosti.com



alternative care for your employees. Services rendered on or before the date of termination must be paid as described in this letter.

If you have any questions or concerns about the terms of this Engagement Letter, please contact us immediately.

AIRROSTI REHAB CENTERS, LLC

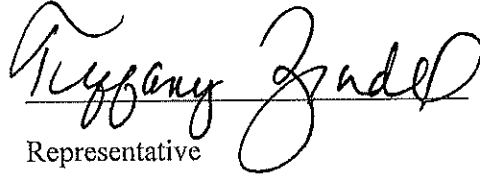
  
Shawn C. Dismore

Representative

VP Finance & Admin

Title

EMPLOYER CLIENT

  
Tiffany Zindel

Representative

County Administrator

Title

APPROVED AS TO FORM

  
Adam M. Nice

Asst. Prosecuting Attorney

**Airrosti Rehab Centers, LLC**

911 Central Parkway North, Suite 300 • San Antonio, TX 78232 • (800) 404-6050 • (866) 298-4032 Fax  
www.Airrosti.com

AFFIDAVIT OF NON COLLUSION

STATE OF Texas  
COUNTY OF Bexar

I, Shawn Dinsmore, holding the title and position of VP Finance + Admin at the firm Airrost Rehab Centers affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

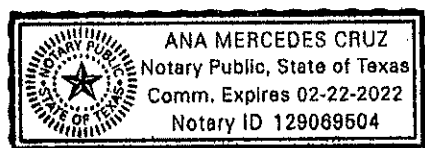
[Signature]  
AFFIANT

Subscribed and sworn to before me this first day of November 2019

Ana M. Cruz  
(Notary Public),

Bexar County.

My commission expires 2/22 20 22



# Resolution

Number 19-1566

Adopted Date November 19, 2019

APPROVE AMENDMENT #4 TO THE WARREN COUNTY AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into an agreement with Universal Transportation System, LLC through Resolution #15-1650, for the operation of Warren County Transit Service; and

WHEREAS, the County desires to amend the contract to extend its duration and level of funding; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #4 with Universal Transportation System, LLC and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – Universal Transportation Systems LLC  
OGA (file)  
Transit (file)

**AMENDMENT #4  
TO CONTRACT FOR  
TRANSPORTATION SERVICES**

Amendment to the contract dated October 20, 2015, Resolution # 15-1650, for the operation of the Warren County Transit System (WCTS):

By and between the County:

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

and the Service Provider:

Universal Transportation Systems LLC  
DBA UTS  
5284 Winton Road  
Fairfield, OH 45014

Amend **SECTION 4. PROJECT DURATION** to read as follows:

**SECTION 4. PROJECT DURATION.** The Service Provider shall commence and carry on the Project beginning January 1, 2020 and ending December 31, 2020 with renewal options for one (1) additional one year period, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4<sup>th</sup> and 5<sup>th</sup> years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate. See Attachment A for CPI data.

Amend **SECTION 5. LEVEL OF FUNDING** to read as follows:

The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$915,000.00 for gross operations and administrative costs. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of rural public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month

based on vehicle hours of service. The vehicle hourly rate shall be \$29.51, not to exceed 30,498 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

**PAYMENT TERMS.** County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

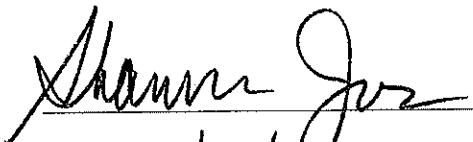
**DISPUTED INVOICES.** In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

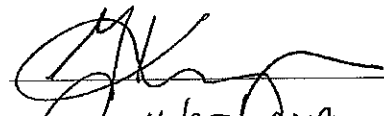
**DISPUTE RESOLUTION.** Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

This Amendment agreed to by:

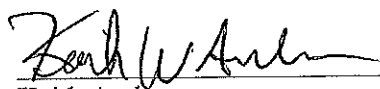
**Warren County Board of Commissioners**

**Universal Transportation Systems LLC**

  
Date 11/19/18

  
Date 10/25/2019

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor



# NEWS RELEASE

## BUREAU OF LABOR STATISTICS

U. S. DEPARTMENT OF LABOR



For Release: Thursday, October 10, 2019

19-1743-KAN

MOUNTAIN-PLAINS INFORMATION OFFICE: Kansas City, Mo.

Technical information: (816) 285-7000 BLSInfoKansasCity@bls.gov www.bls.gov/regions/mountain-plains

Media contact: (816) 285-7000

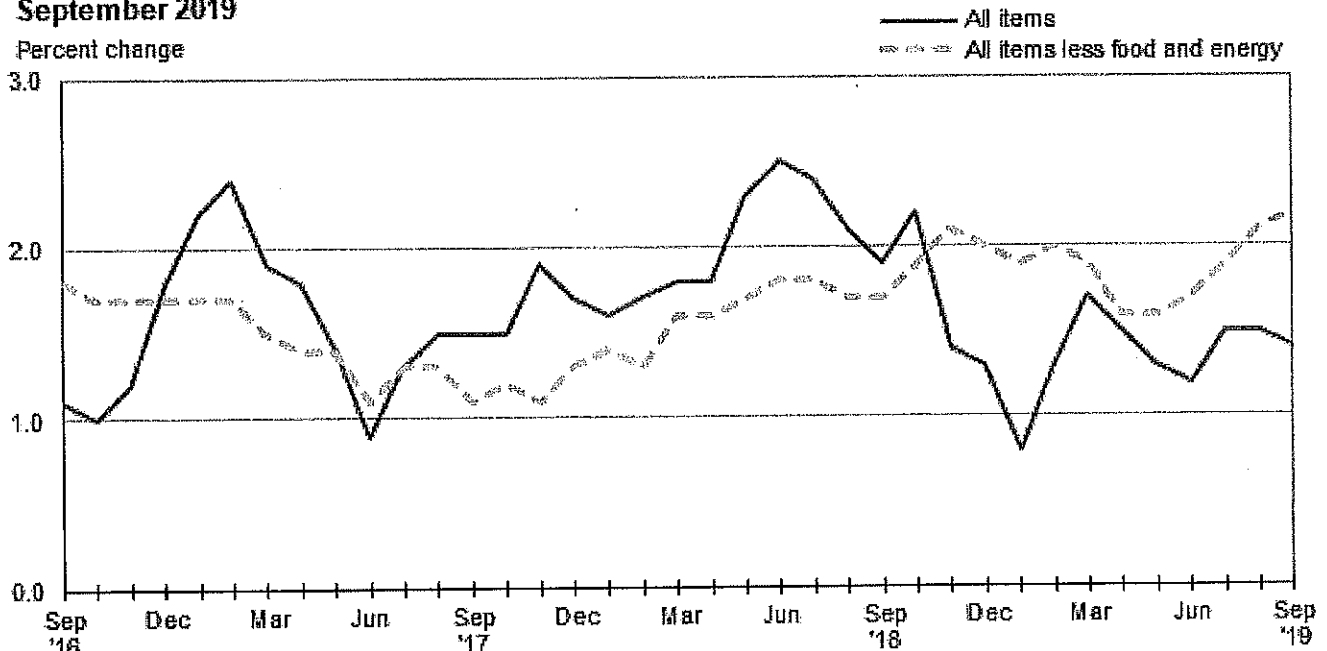
### Consumer Price Index, Midwest Region – September 2019

Area prices were unchanged over the past month, but up 1.4 percent from a year ago

Prices in the Midwest Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), were unchanged in September, the U.S. Bureau of Labor Statistics reported today. (See table A.) Food prices increased 0.2 percent, while energy prices declined 1.8 percent over the month. Prices for all items less food and energy rose 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 1.4 percent. (See chart 1 and table A.) The index for all items less food and energy increased 2.2 percent over the year. Food prices advanced 1.6 percent. Energy prices decreased 5.9 percent, led by lower prices for gasoline. Lower costs for household energy also contributed to the decline. (See table 1.)

**Chart 1. Over-the-year percent change in CPI-U, Midwest region, September 2016–September 2019**



Source: U.S. Bureau of Labor Statistics.

## Food

Food prices inched up 0.2 percent for the month of September. (See table 1.) Prices for food at home rose 0.3 percent and prices for food away from home crept up 0.2 percent for the same period.

Over the year, food prices advanced 1.6 percent. Prices for food at home rose 0.6 percent since a year ago, and prices for food away from home increased 2.9 percent.

## Energy

The energy index declined 1.8 percent over the month. The decrease was mainly due to lower prices for electricity (-2.9 percent) and gasoline (-1.6 percent). Prices for natural gas service decreased 0.8 percent, for the same period.

Energy prices decreased 5.9 percent over the year, largely as a result of lower prices for gasoline (-8.3 percent). Prices paid for electricity declined 1.1 percent, and prices for natural gas service declined 6.7 percent during the past year.

## All items less food and energy

The index for all items less food and energy was up 0.2 percent in September. Higher prices for shelter (0.4 percent) and apparel (3.0 percent) were partially offset by lower prices for new and used motor vehicles (-2.0 percent).

Over the year, the index for all items less food and energy increased 2.2 percent. Components contributing to the increase included shelter (3.5 percent) and medical care services (4.0 percent). Lower prices for education and communication (-0.2 percent) partly offset the increases.

The Midwest Consumer Price Index for All Urban Consumers (CPI-U) stood at 238.847 in September 2019. A typical market basket of goods and services that cost \$100.00 in the 1982-84 base period cost \$238.85 in September 2019.

## CPI-W

In September, the Midwest Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) was 232.901. The CPI-W was unchanged in September and advanced 1.3 percent over the year.

**Table A. Midwest region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2015		2016		2017		2018		2019	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January.....	-0.6	-0.3	0.3	0.8	0.7	2.2	0.6	1.6	0.2	0.8
February.....	0.3	-0.5	0.0	0.4	0.2	2.4	0.2	1.7	0.7	1.3
March.....	0.6	-0.9	0.6	0.5	0.1	1.9	0.2	1.8	0.6	1.7
April.....	0.1	-1.1	0.4	0.8	0.4	1.8	0.4	1.8	0.3	1.5
May.....	0.4	-0.8	0.4	0.8	0.0	1.4	0.5	2.3	0.3	1.3
June.....	0.5	-0.7	0.6	0.8	0.0	0.9	0.2	2.5	0.0	1.2
July.....	0.0	-0.5	-0.5	0.4	0.0	1.3	0.0	2.4	0.2	1.5
August.....	0.0	-0.3	0.1	0.6	0.3	1.5	0.0	2.1	0.0	1.5
September.....	-0.3	-0.8	0.2	1.1	0.3	1.5	0.1	1.9	0.0	1.4
October.....	-0.1	-0.3	-0.1	1.0	-0.2	1.5	0.1	2.2		
November.....	-0.5	-0.2	-0.3	1.2	0.2	1.9	-0.6	1.4		
December.....	-0.6	0.0	0.1	1.8	-0.2	1.7	-0.4	1.3		

**The October 2019 Consumer Price Index for the Midwest Region is scheduled to be released on November 13, 2019.**

### **Technical Note**

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at [www.bls.gov/opub/hom/pdf/homch17.pdf](http://www.bls.gov/opub/hom/pdf/homch17.pdf).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Midwest region is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Midwest Region, (1982-84=100 unless otherwise noted) (not seasonally adjusted)**

Expenditure category	Indexes			Percent change from		
	Jul. 2019	Aug. 2019	Sep. 2019	Sep. 2018	Jul. 2019	Aug. 2019
All items .....	238.760	238.786	238.847	1.4	0.0	0.0
All items (December 1977 = 100).....	388.476	388.517	388.618			
Food and beverages .....	247.594	247.801	248.257	1.6	0.3	0.2
Food .....	246.889	247.123	247.641	1.6	0.3	0.2
Food at home .....	226.822	227.101	227.677	0.6	0.4	0.3
Cereals and bakery products .....	260.334	256.555	259.537	0.2	-0.3	1.2
Meats, poultry, fish, and eggs.....	247.967	247.869	247.380	0.8	-0.2	-0.2
Dairy and related products .....	195.282	196.724	196.666	0.5	0.7	0.0
Fruits and vegetables .....	266.628	269.983	268.486	0.4	0.7	-0.6
Nonalcoholic beverages and beverage materials.....	163.567	162.877	163.807	0.9	0.1	0.6
Other food at home .....	197.460	198.077	199.414	0.5	1.0	0.7
Food away from home.....	280.046	280.215	280.653	2.9	0.2	0.2
Alcoholic beverages .....	255.142	254.981	254.578	1.4	-0.2	-0.2
Housing .....	234.158	234.214	234.593	2.6	0.2	0.2
Shelter .....	280.794	280.599	281.723	3.5	0.3	0.4
Rent of primary residence(1).....	278.982	279.525	280.641	3.2	0.6	0.4
Owners' equivalent rent of residences(1)(2).....	284.697	285.356	286.203	3.4	0.5	0.3
Owners' equivalent rent of primary residence(1)(2).....	284.655	285.303	286.162	3.4	0.5	0.3
Fuels and utilities.....	225.592	226.326	222.517	-1.9	-1.4	-1.7
Household energy .....	182.804	183.546	179.559	-3.0	-1.8	-2.2
Energy services(1) .....	190.036	190.910	186.565	-2.8	-1.8	-2.3
Electricity(1).....	214.893	215.444	209.303	-1.1	-2.6	-2.9
Utility (piped) gas service(1).....	137.967	139.303	138.119	-6.7	0.1	-0.8
Household furnishings and operations.....	114.949	115.338	115.967	1.5	0.9	0.5
Apparel .....	113.802	116.262	119.790	0.8	5.3	3.0
Transportation .....	207.344	205.050	202.862	-1.4	-2.2	-1.1
Private transportation .....	202.530	200.426	198.069	-1.6	-2.2	-1.2
New and used motor vehicles(3).....	98.447	98.717	96.728	0.8	-1.7	-2.0
New vehicles .....	137.566	137.052	135.622	-0.1	-1.4	-1.0
New cars and trucks(3)(4).....	97.242	96.876	95.888	-0.1	-1.4	-1.0
New cars(4) .....	133.884	133.327	131.698	-0.8	-1.6	-1.2
Used cars and trucks.....	142.013	143.379	137.885	3.1	-2.9	-3.8
Motor fuel .....	249.836	238.369	234.727	-8.3	-6.0	-1.5
Gasoline (all types).....	248.612	237.091	233.374	-8.3	-6.1	-1.6
Gasoline, unleaded regular(4).....	242.197	230.701	226.982	-8.5	-6.3	-1.6
Gasoline, unleaded midgrade(4)(5).....	287.529	273.710	272.349	-7.0	-5.3	-0.5
Gasoline, unleaded premium(4)....	271.368	262.530	258.645	-6.6	-4.7	-1.5
Motor vehicle insurance(6) .....	731.670	732.101	732.560	0.1	0.1	0.1
Medical care .....	495.492	500.589	500.625	3.0	1.0	0.0
Medical care commodities.....	388.785	390.388	391.207	-0.9	0.6	0.2
Medical care services.....	531.278	537.556	537.327	4.0	1.1	0.0
Professional services .....	421.410	421.643	421.369	0.8	0.0	-0.1
Recreation(3).....	121.251	121.262	121.085	0.4	-0.1	-0.1
Education and communication(3).....	137.018	137.387	137.788	-0.2	0.6	0.3

Note: See footnotes at end of table.

# Resolution

Number 19-1567

Adopted Date November 19, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ENVIRONMENTAL EDUCATORS INC. AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELEVANT TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT'S EDUCATIONAL PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into a Professional Service Agreement by and between Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, and this Board of Warren County Commissioners relevant to the Warren County Solid Waste Management District's Education Program, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators (Suzanne Geisler)  
Solid Waste District (file)  
Water/Sewer (file)

## CONSULTANT AGREEMENT

by and between

**ENVIRONMENTAL EDUCATORS, Inc.**

and the

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

### **I. Scope of Service**

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

### **II. Terms of Agreement**

1. The Agreement shall commence January 1, 2020 and terminate December 31, 2020 or upon expenditure of available funds, or which ever occurs first.

### **III. Compensation**

1. The Consultant shall be compensated in an amount not to exceed Ten thousand three hundred dollars (\$10,300.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$50.25) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

#### **IV. Responsibility of the Board**

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

#### **V. Reporting**

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

#### **VI. Agreement Modification**

1. This Agreement may be modified upon mutual and written consent of both parties.

#### **VII. Termination of the Agreement**

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

#### **VIII. Notices**

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners  
Clerk to the Board of County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.  
Suzanne Geisler, CEO  
10 Cherry Street  
Springboro, OH 45066

**IX. Hold Harmless/Indemnification**

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

**X. Relationship of Parties**

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

**XI. Agreement Expiration**

1. This Agreement shall expire on December 31, 2020 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

**XI. Execution**

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT  
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: *Suzanne Geisler*

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: \_\_\_\_\_



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by Shannon Jones, its President, in accordance with Resolution No. \_\_\_\_\_, dated 11/19/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 11/19/19

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Keith Anderson

By: Keith Anderson, Assistant Prosecutor



# Resolution

Number 19-1568

Adopted Date November 19, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY RELATIVE TO THE FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

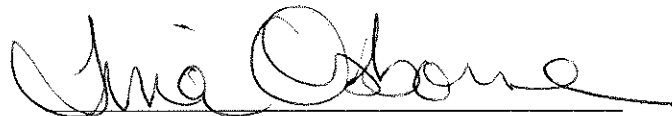
BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Abuse and Rape Crisis Shelter of Warren County relative to the FY 2019 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Abuse & Rape Crisis Shelter  
OGA (File)  
Abuse & Rape Crisis Shelter

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 18<sup>th</sup> day of November, 2019, by and between the Abuse and Rape Crisis Shelter of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 15 day of October, 2019 (hereinafter referred to as "ARCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. \_\_\_\_\_, adopted by its Board of County Commissioners on the 19 day of November, 2019 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the ARCS for calendar year 2019, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, ARCS has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

**I. PERMISSION TO CARRY OUT PROJECT**

ARCS grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, ARCS shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by ARCS throughout the course of this CDBG Program as well as after Project completion.

### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$33,516.00 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to ARCS by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) ARCS shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, ARCS and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by ARCS.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by ARCS;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by ARCS.

**IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for ARCS.

**V. CONTINUED OWNERSHIP AND MAINTENANCE**

ARCS agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

**VI. DISCRIMINATION PROHIBITED**

ARCS agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. ARCS shall also cooperate with the County in providing records of program beneficiaries, when necessary.

**VII. RELEASE FROM LIABILITY**

ARCS shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

## **VIII PROJECT REPRESENTATIVES**

The County and ARCS shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County:                      Susanne Mason, Program Manager  
                                                 Warren County Office of Grants Administration  
                                                 406 Justice Drive  
                                                 Lebanon, Ohio 45036  
                                                 (513) 695-1259

Abuse and Rape Crisis Shelter  
of Warren County:

## **IX. ABUSE & RAPE CRISIS SHELTER PARTICIPATION**

ARCS, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and ARCS, the County shall have final authority in project administration.

ARCS Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting ARCS's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the

- progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
  - (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of ARCS to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

#### **X. OTHER LAWS AND REGULATIONS**

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, ARCS agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.


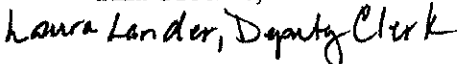
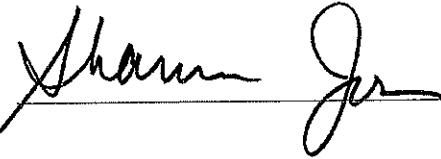
ARCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of ARCS's failure to follow said CDBG Program regulations and local, state and federal laws.



IN WITNESS WHEREOF, ARCS and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

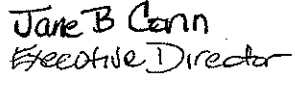
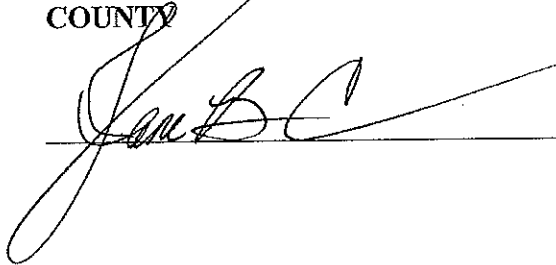
ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

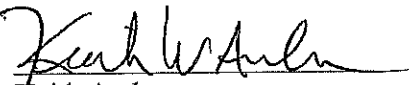
  
Tina Osborne, Clerk  
  
Laura Lander, Deputy Clerk  


ATTEST:

ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY

  
Jane B. Carr  
Executive Director  


Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 19-1569

Adopted Date November 19, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY RELATIVE TO THE FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

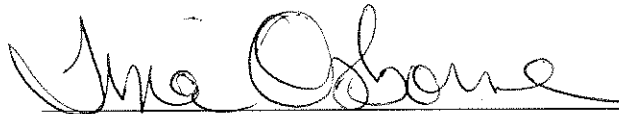
BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Interfaith Hospitality Network of Warren County relative to the FY 2019 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Interfaith Hospitality Network  
OGA (File)  
Interfaith Hospitality Network

**CDBG COOPERATION AGREEMENT  
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 19<sup>th</sup> day of November, 2019, by and between the Interfaith Hospitality Network of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 19 day of November, 2019 (hereinafter referred to as "IHN"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. \_\_\_\_\_, adopted by its Board of County Commissioners on the 19 day of November, 2019 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the IHN for calendar year 2019, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, IHN has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

**I. PERMISSION TO CARRY OUT PROJECT**

IHN grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

**II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY**

Upon commencement of a substantial portion of the project improvements, IHN shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by IHN throughout the course of this CDBG Program as well as after Project completion.

### **III. PROJECT BUDGET AND USE OF FUNDS**

Warren County has budgeted \$54,684.00 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to IHN by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) IHN shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, IHN and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by IHN.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by IHN;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by IHN.

**IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for IHN.

**V. CONTINUED OWNERSHIP AND MAINTENANCE**

IHN agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

**VI. DISCRIMINATION PROHIBITED**

IHN agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. IHN shall also cooperate with the County in providing records of program beneficiaries, when necessary.

**VII. RELEASE FROM LIABILITY**

IHN shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

## **VIII PROJECT REPRESENTATIVES**

The County and IHN shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County:                      Susanne Mason, Program Manager  
Warren County Office of Grants Administration  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1259

Interfaith Hospitality Network  
of Warren County:

## **IX. INTERFAITH HOSPITALITY NETWORK PARTICIPATION**

IHN, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and IHN, the County shall have final authority in project administration.

IHN Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting IHN's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;

- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of IHN to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

**X. OTHER LAWS AND REGULATIONS**

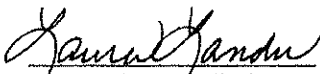
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, IHN agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

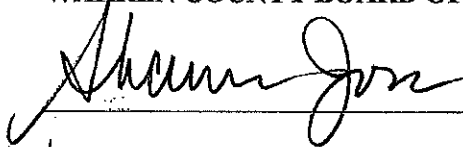
IHN hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of IHN's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, IHN and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

  
Tina Osborne, Clerk  
Laura Lander, Deputy Clerk




ATTEST:

INTERFAITH HOSPITALITY NETWORK OF  
WARREN COUNTY

  
Irma A. Rabut - Executive Director

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor



# Resolution

Number 19-1570

Adopted Date November 19, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/12/19 and 11/14/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 19-1571

Adopted Date November 19, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR SORAYA FARMS, LLC FOR SORAYA FARMS SECTION FIVE SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

## RELEASE

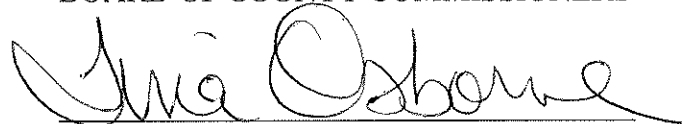
Bond Number	:	18-014 (W/S)
Development	:	Soraya Farms Section Five
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$7,667.40
Certified Check	:	Cashier's Check – Huntington National Bank

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Suite A, Dayton, Ohio 45458  
OMB – S. Spencer  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-1572

Adopted Date November 19, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR SORAYA FARMS, LLC FOR SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 5 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

## RELEASE

Bond Number	:	18-011 (W/S)
Development	:	Soraya Farms Lifestyle Community, Section 5
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$2,935.00
Surety Company	:	Cashier's Check Huntington National Bank

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, Attn: Shery Oakes, 8534 Yankee Street, Suite A, Dayton OH 45458  
OMB – S. Spencer  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-1573

Adopted Date November 19, 2019

APPROVE A CASH ADVANCE FROM ENGINEER'S FUND #2202 INTO FUND #4437 AND #4454 AND CASH ADVANCE REPAYMENTS FROM FUNDS # 4437 AND #4454 INTO FUND #2202

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the projects has requested a cash advance until monies are received from other sources; and

WHEREAS, repayment of cash advances from 2018 are due from Fund #4437 and #4454; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance and cash advance repayments:

\$770,258.00	from	#2202-45556	(Advances of Cash Out)
	into	#4437-45555	(Advances of Cash In)
\$770,258.00	from	#4437-45556	Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)
\$361,376.00	from	#2202-45556	(Advances of Cash Out)
	into	#4454-45555	(Advances of Cash In)
\$361,376.00	from	#4454-45556	(Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Cash Advance File  
Engineer (file)

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

# Resolution

Number 19-1574

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Akeem Fuller former employee of Juvenile Detention Center:


\$693.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)  
OMB

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

# Resolution

Number 19-1575

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT - CLERKS FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into County Court - Clerks Fund #11011282 in order to process a vacation leave payout for Caitlin Schmid former employee of County Court - Clerks:

\$559.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011282-5882	(County Court - Clerks - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court - Clerks' Office (file)  
OMB

# Resolution

Number 19-1576

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL  
FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners  
Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation leave  
payout for Rachel Hill former employee of Sheriff's Office:

\$2,139.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012200-5882	(Sheriff's Office - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 19-1577

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office – Corrections Fund #11012210 in order to process a vacation leave payout for Troy Lynch former employee of Sheriff's Office - Corrections:

\$5,288.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



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

# Resolution

Number 19-1578

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS 11012200, 11012210, 11012211 & 2285

BE IT RESOLVED, to approve the following appropriation adjustments:

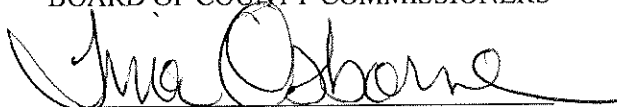
\$6,000.00	from	11012200-5102 (Regular Salaries)
	into	11012200-5114 (Overtime)
\$11,000.00	from	11012200-5102 (Regular Salaries)
	into	11012200-5820 (Health & Life Insurance)
\$90,000.00	from	11012210-5102 (Regular Salaries)
	into	11012210-5114 (Overtime)
\$25,000.00	from	11012210-5811 (PERS)
	into	11012210-5114 (Overtime)
\$15,000.00	from	11012210-5820 (Health & Life Insurance)
	into	11012210-5114 (Overtime)
\$30,000.00	from	11012200-5811 (PERS)
	into	11012210-5114 (Overtime)
\$1,000.00	from	11012211-5102 (Regular Salaries)
	into	11012211-5114 (Overtime)
\$200.00	from	11012211-5102 (Regular Salaries)
	into	11012211-5811 (PERS)
\$200.00	from	11012211-5102 (Regular Salaries)
	into	11012211-5820 (Health & Life Insurance)
\$100.00	from	22852200-5102 (Regular Salaries)
	into	22852200-5820 (Health & Life Insurance)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Sheriff's Office (file)

Appropriation Adjustment file

# Resolution

Number 19-1579

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00      from    #11011620-5400      (Garage Purchase Services)  
                 into    #11011620-5114      (Garage Overtime Pay)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1580

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile  
Detention fund #11012600:

\$ 5,000.00 from 11012600-5102 (Regular Salaries)  
into 11012600-5210 (Supplies)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-1581

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND # 11012812 AND FROM 11012810 INTO 11012812 & 11012810

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 72,875.00	from	#11012812-5400	(Purchased Services)
\$ 71,500.00	into	#11012812-5102	(Regular Salaries)
\$ 1,375.00	into	#11012812-5871	(Medicare )
\$ 61,350.00	from	#11012810-5317	(Non – Capital Purchases)
\$ 11,800.00	into	#11012812-5811	(PERS)
\$ 15,250.00	into	#11012812-5820	(Health & Life Insurance)
\$ 29,500.00	into	#11012810-5102	(Salaries)
\$ 4,200.00	into	#11012810-5811	(PERS)
\$ 600.00	into	#11012810-5871	(Medicare)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 19-1582

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

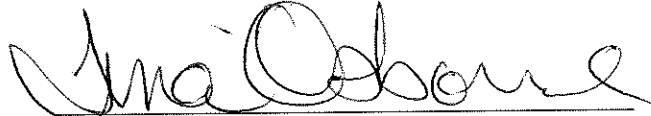
\$10,000.00 from #22735100-5447 (Child Placement Specialized)  
into #22735100-5850 (Training/Education)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor              
Appropriation Adj. file  
Children Services (file)

# Resolution

Number 19-1583

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for service maintenance agreements;  
and

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

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


\$1000.00	from	55803300-5321	(DT BD APR CAP BOCC)
	into	55803300-5410	(CONTRACTS BOCC APPROVED)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

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

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

# Resolution

Number 19-1584

Adopted Date November 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND 6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund 6630:

\$2,000.00	from	66302259-5114	(Overtime)
	into	66302259-5820	(Health & Life Insurance)

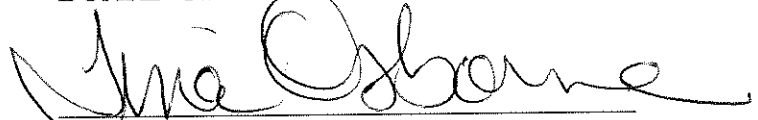
\$8,000.00	from	66302258-5114	(Overtime)
	into	66302258-5102	(Regular Salaries)

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

*Number* 19-1585

*Adopted Date* November 14, 2019

ACKNOWLEDGE APPOINTMENT OF COMMISSIONER SHANNON JONES TO THE NATIONAL ASSOCIATION OF COUNTIES (NACo) HEALTH AND HUMAN SERVICES COMMITTEE

WHEREAS, Commissioner Shannon Jones is a member of the County Commissioners Association of Ohio (CCAO) Executive Committee and also serves on the CCAO Health and Human Services Committee; and

WHEREAS, Commissioner Jones has been appointed to the National Association of Counties Health and Human Services Committee; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the appointment of Commissioner Shannon Jones to the National Association of Counties (NACo) Health and Human Services Committee.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Commissioners file



# Resolution

Number 19-1586

Adopted Date November 19, 2019

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN PROPOSAL BY HCC FOR STOP LOSS COVERAGE RELATIVE TO THE HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2020

WHEREAS, it is the desire of the Board to authorize Tiffany Zindel, County Administrator, to sign proposal by HCC relative to Stop Loss Coverage for the Healthcare Plan effective 2020; and

WHEREAS, Option 1 of the attached proposal indicates the Specific Deductible is \$250k per individual with an Aggregating Specific Deductible is \$350,000 (unchanged from current limit); and

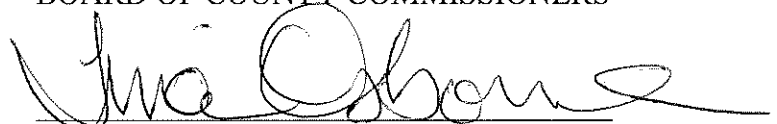
NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign proposal by HCC electing Option 1 relative to Stop Loss Coverage for the Healthcare Plan effective 2020.

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

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

Resolution adopted this 19<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—HCC – Tokio Marine  
Steve Ashe, Horan  
OMB File  
Tammy Whitaker, OMB



**TOKIO MARINE**  
**HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

**INDIVIDUAL STOP LOSS COVERAGE**



Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual		\$ 250,000 ✓	\$ 275,000	\$ 300,000
Contract Basis		24/12	24/12	24/12
Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Contract Period Reimbursement		Unlimited	Unlimited	Unlimited
Rate(s) Per Month	Enrollment			
Single	354	\$ 8.96	\$ 7.74	\$ 7.52
Family	527	\$ 32.22	\$ 28.18	\$ 27.68
Composite	881	\$ 22.87	\$ 19.97	\$ 19.58
Estimated Contract Period Premium		\$ 241,821	\$ 211,090	\$ 206,993
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Aggregating Specific Deductible		\$ 350,000 ✓	\$ 325,000	\$ 300,000



**TOKIO MARINE**  
**HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

**AGGREGATE STOP LOSS COVERAGE**

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Basis		24/12	24/12	24/12
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Contract Period Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Rate per Month	Enrollment			
Composite	881	\$ 4.38	\$ 4.39	\$ 4.41
Estimated Contract Period Premium		\$ 46,305	\$ 46,411	\$ 46,623
Rate(s) include Commission of		0.00 %	0.00 %	0.00 %
Annual Aggregate Deductible		\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Minimum Aggregate Deductible		\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Single	354	\$ 623.07	\$ 625.90	\$ 628.88
Family	527	\$ 1,410.22	\$ 1,419.29	\$ 1,428.27
Composite	881	\$ 1,093.93	\$ 1,100.49	\$ 1,107.06
Run-In Limited To		\$ 0	\$ 0	\$ 0

**OVERALL COST SUMMARY**

Plan Description	Option 1	Option 2	Option 3
Total Annual Fixed Cost	\$ 288,126	\$ 257,501	\$ 253,616
Specific Variable	\$ 350,000	\$ 325,000	\$ 300,000
Aggregate Variable	\$ 11,565,033	\$ 11,634,413	\$ 11,703,862
Maximum Annual Liability	\$ 12,203,159	\$ 12,216,914	\$ 12,257,478



**TOKIOMARINE  
HCC**

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

## PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 125,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- **Quote rated with retirees not covered. Quote rated with no COBRAs being covered based on the census information provided.**
- **Fixed Split Funded Arrangement - The Split Funded Corridor Option quoted is the fixed set corridor which is NOT subject to year end recalculation for enrollment variances.**
- **Quote Rated with the following UR Vendors: United HealthCare, .**
- **Quote Rated with the following Cost Containment Program(s): UnitedHealthcare ChoicePlus.**

**Rates and factors are based upon the current plan design(s). We will need to receive and review any plan change(s). Large claims under review.**



**TOKIO MARINE**  
**HCC**



Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2020 – 12/31/2020

Quoted for: Horan Associates Incorporated

Proposal Number: 2

401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
Telephone: (781) 224-4300  
Facsimile: (781) 245-1042

Underwriter:  
Aaron Swartz  
ASwartz@tmhcc.com

Marketing Representative:  
Timothy Campbell  
TCampbell@tmhcc.com

Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 1/1/20 are firm and final if acceptance by 11/15/19. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	\$ 250,000 / 24/12 <i>Initial IK</i>	\$ 250,000 / 24/12
2	\$ 275,000 / 24/12	\$ 275,000 / 24/12
3	\$ 300,000 / 24/12	\$ 300,000 / 24/12

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: 11-19-19

By: *Ryan Jidel*  
Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

## Plan Document Assumptions

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. **Eligibility, Effective Date, and Enrollment Date** provisions, which include definitions of eligible employees (including definitions of full-time and part-time), dependents, and retirees, if applicable.
2. **Termination Provisions** which clearly define when eligibility and benefits cease. The Termination Provisions should include specific wording regarding extension of coverage (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. **Transplant** benefit wording that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. The Plan is expected to contain provisions that preserve its ability to seek a right of recovery, to recover funds via subrogation, to enforce coordination of benefit clauses with other plans and where able, to be secondary to Medicare and other public programs (subject to the Plan's compliance with Medicare Secondary Payer rules).
5. Exclude expenses resulting from losses which are due to any act of war, whether declared or not.
6. Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.
7. Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.
8. All HCC Life policies contain an Experimental and Investigative definition and exclusion along with coverage requirements for clinical trials that complies with the Affordable Care Act (ACA).