

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1711

Adopted Date December 01, 2020

APPROVE LEAVE DONATION FOR MIKE GATES WITHIN THE WARREN COUNTY
WATER AND SEWER DEPARTMENT

WHEREAS, the Director of Water and Sewer has requested that, due to a serious health condition for the employee, leave donation be approved for Mike Gates; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Mike Gates, within the Warren County Water and Sewer Department, effective immediately.

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Water/Sewer (file)
M. Gates' Personnel File
OMB-Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1712

Adopted Date December 01, 2020

ESTABLISH JANUARY 5, 2021 AT 9:00 A.M. AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 5, 2021, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to be held virtually and in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Press
Commissioners' file

Resolution

Number 20-1713

Adopted Date December 01, 2020

ENTER INTO A SERVICE AGREEMENT WITH CHC WELLBEING, INC FOR THE PROVISION OF COMPREHENSIVE BIOMETRIC SCREENINGS EFFECTIVE JANUARY 1, 2021

WHEREAS, it is the intent of this Board of County Commissioners to enter into an agreement with CHC Wellbeing, Inc., for the provision of comprehensive biometric screenings and health and lifestyle surveys; and

NOW THEREFORE BE IT RESOLVED, to enter into a service agreement with CHC Wellbeing, Inc., effective January 1, 2021; 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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

HR/

cc: c/a—CHC Wellbeing, Inc.
Horan & Assoc
Benefits File
T Whitaker, OMB

**CHC WELLNESS, INC., DBA CHC WELLBEING, INC.
PROFESSIONAL SERVICES AGREEMENT**

This agreement (the "Agreement") is made as of November 9th, 2020 between CHC Wellness Inc., DBA CHC Wellbeing, Inc., an Illinois corporation ("CHC") and Warren County Ohio, ("Client.") (CHC and Client are also referred to individually as "Party" and together as "Parties"). The entirety of the Agreement shall include all the exhibits and appendices.

Article I – Scope of Work

CHC shall have sufficient staff to ensure prompt delivery of services and completion of assigned tasks. CHC will assign a Regional Sales Director and an Account Manager to the Client.

All work will be performed in accordance with all applicable local, state and federal laws. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Ohio. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Ohio.

All services shall be performed in accordance with the terms of this Agreement and shall hereinafter be referred to as the "CHC Services." Client requests and CHC agrees to provide or arrange to provide CHC Services as described in Exhibit A.

CHC and Client agree to be bound by the terms and conditions specified in this Agreement, the documents listed below, and by any amendments made thereto, each of which is part of this Agreement. Client acknowledges that the CHC Services are entirely voluntary and no employee of the Client shall be required to participate in the CHC Services.

Article II – General Terms and Conditions

A. Performance Standard - CHC will perform the CHC Services in a proficient manner and conforming to applicable industry and professional standards and best practices, using personnel having a professional level of skill in the area commensurate with the requirements of the CHC Services to be performed. If CHC's employees are located on Client's property, they shall observe the reasonable security and safety policies of Client as provided herein and as communicated to CHC in advance from time to time.

B. Accuracy of Client Information - All CHC Services provided hereunder will be based upon information provided to CHC by Client. Upon receipt from CHC, whether electronically or otherwise, Client will promptly review all records and other reports prepared by CHC for validity and accuracy according to Client's records.

C. Fees and Billing - The Client shall pay CHC for the CHC Services described in Exhibit A. Client shall pay CHC for the CHC Services added by Client after the date hereof at prices mutually agreed upon for such services. CHC will issue an invoice to Client for review and approval following program enrollment and as enrollment changes require. Payment will be made by Client upon receipt of invoice, for all approved invoices. Employees of the Client who choose to participate in CHC Services will not be responsible for any cost of the Health and Wellbeing Assessment (Comprehensive Biometric Screening; Health & Lifestyle Survey) described in Exhibit A unless they choose to pay out of pocket for voluntary additional tests and/or services,

including but not limited to Optional Tests, as described in Exhibit A. Client will not be responsible for any such additional charges.

D. CHC will provide a Statement of Work each year in a mutually agreed upon manner with the Client, to detail agreed upon event logistics and service design changes. The Statement of Work shall be signed by CHC and the Client. In the event of discrepancies between the Statement of Work and Exhibit A, the details in the Statement of Work shall take precedence.

Article III – Term and Termination

A. Term The initial term of this Agreement shall be for three (3) years. Unless a Party provides notice of non-renewal ninety (90) days prior to the expiration of the then current term, the Agreement shall automatically renew for successive one (1) year renewal terms. Notwithstanding the foregoing, the confidentiality obligations in Article V herein shall survive termination of this Agreement. Additionally, notwithstanding the foregoing, following the expiration of the initial 12 month period, the Client may terminate the Agreement at any time with sixty (60) days advance notice and shall pay the fees incurred up to the date of the early termination.

B. Termination – If the Client intends to terminate this Agreement due to any material grievance(s) with CHC's Services, without limitation, the Client shall give CHC a 120-day period to remedy such grievance(s) in writing. If after this 120-day remedy period, CHC is unable to rectify such grievance(s), the Client may terminate this Agreement immediately, and without notice. If Client wishes to terminate the services within the initial 18-month period, the fees for the remainder of that initial period will be owed to CHC.

C. Fees – For the initial three-year term the program cost shall remain fixed. For each consecutive term the fee increases shall not exceed 3% per year for the duration of this Agreement.

D. Cancellation Policy - A cancellation fee will apply for screening events cancelled with less than two weeks' notice. The fee is \$500 plus any non-refundable travel costs incurred.

Article IV – Extent of Agreement


This Agreement represents the entire and integrated agreement between Client and CHC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and CHC.

Client and CHC have read this Agreement and each attachment and understand that all apply fully to this Agreement and acknowledge that they are bound by this Agreement.


In witness whereof, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

Warren County:

By: 
Client Signature
Name: David Young
Printed Name
ITS: President
Title
Date: 12/1/20

CHC Wellbeing, Inc.

By: 
CHC Signature
Name: BRIAN CAPUTO
Printed Name
ITS: DIRECTOR OF FINANCE
Title
Date: 11/9/2020

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Exhibit A: Program Description and Fees

PROGRAM OVERVIEW

CHC will provide:

1. Wellbeing assessments at client locations
 - a) Comprehensive screening and Health & Lifestyle Survey
 - b) All marketing materials and registration technology and support
 - c) Review of each participant's results by a practicing physician, with follow up to participants with a factor or combination of factors that may indicate a wellness concern
2. Remote screening option as an alternative for those who cannot conveniently attend an on-site clinic
3. Participant results on-line
4. Delivery of individual results directly to the participant's physician upon written authorization
5. Delivery and review of aggregate company results, with strategic consultation services to design and implement an action plan that fits the needs and goals of the Client
6. Follow up programs for participants, based on the specific needs and the action plan designed with the Client
7. Services, materials, and communications that comply with HIPAA, GINA, and ADA regulations

WELLBEING ASSESSMENT

Comprehensive Biometric Screening

The comprehensive screening includes a lipid panel (cholesterol and additional tests related to coronary heart disease). CHC's certified phlebotomists perform the health evaluation and complete blood pressure readings on each participant. The full biometric draw enables a wide variety of additional testing options that provide the valuable benefit of early conditions detection. Additional tests can be funded by the employer, insurance plan or available on a self-pay basis at the time of service.

Biometric screenings will be scheduled at Client's preferred location(s). CHC will work closely with Client to generate interest and excitement to achieve maximum participation. This provides a strong foundation for Client's program, which creates a culture of organizational trust and a state of personal wellbeing.

Health & Lifestyle Survey (HRA)

The survey collects behavioral information regarding smoking, alcohol use, exercise, workdays missed, and adherence to recommended preventive exams, as well as input regarding stress, depression, and job/life satisfaction. The survey can be taken online or can be completed at the onsite screening. It is available in English, Spanish and Polish, both online and on paper. Our clients have the option of adding questions to the survey. This customization will allow Client to poll participants in a multiple choice format OR stratify the reporting based on response. Results from the biometric screening and Health & Lifestyle Survey are seamlessly integrated by CHC to produce the aggregate and participant results.

Remote Wellbeing Assessment

Employees who travel, who don't work near a company facility, or who may be away at the time of the screening have a convenient option of visiting one of the 1,800 partner LabCorp facilities around the country. As with our on-site screenings, the participant experience will be facilitated by a trained professional. Participants can visit any of these labs at a time that is convenient for them, including Saturdays in many cases. Participants will also fill out an online Health & Lifestyle Survey, and results gathered at off-site facilities will be combined with onsite wellbeing assessment results and included in aggregate client reports.

DIGITAL & MOBILE TOOLS

e-Learning

CHC offers a wide variety of 700 e-Learning courses tailored to a participant's specific wellbeing needs. Participants can access the e-Learning Library through their personal online member portal. The courses are highly interactive, easy to understand and enjoyable.

The multi-media modules present information in simple format based on proven theories of learning and behavior modification. Best of all, participants can access modules and learn at their own pace and convenience.

Financial Wellbeing

Participants have access to financial wellbeing through the portal. CHC equips your employees with interactive tools to personalize their experience. They can earn rewards along the way as they achieve specific goals by taking advantage of a catalog of tools that include webinars, access to financial advisors, articles, interactive modules, and more.

Mindfulness

CHC offers participants a curated collection of more than 60 videos featuring leaders in the mindfulness and emotional intelligence space, such as Jon Kabat Zinn, Sharon Salzberg, Brene Brown and Daniel Goleman. We have assembled these assets to provide a baseline curriculum for becoming more aware, dealing effectively with stress and increasing emotional IQ.

Physician Connect

Our Physician Connect service facilitates engagement between participants and their physicians. This feature provides a convenient way for participants to share their biometric results directly with their primary care providers. As a result of the additional insights and deeper connection, physicians will be able to more effectively manage the wellbeing of Client's population.

Activity & Nutrition Tracking

Our portal includes flexible activity and nutrition tracking tools to help participants monitor and manage their progress over time. A wide range of activities are included for tracking, along with a full menu of nutrition options.

WorkWell Series

WorkWell is a series of engaging webinars and monthly newsletters covering topics across all aspects of wellbeing. Each outreach includes education on a specific topic and actionable takeaways that participants can easily implement in their daily life.

SERVICE & SUPPORT

Multi-Channel Communications

CHC engages with populations year-round via multi-channel communications campaigns. We support the launch of new programs and stay connected with participants over time with a combination of posters, emails, text messages, app notifications, newsletters, web banners, flyers and other communication vehicles all geared toward educating individuals about their wellbeing and driving consistent engagement. All communications pieces are consistently branded, encouraging individuals to reach their “true potential.” Our communication strategy works particularly well for highly dispersed populations that are often difficult to reach.

Participant Profile

CHC is concerned about the environment and proud to be a Green Company. Each participant has access to their own personal health portal on our website. This includes summarized and detailed results within 72 hours of their screening, along with explanations and trending information.

Organization Profile

Following the wellbeing assessment, Client's Account Manager will meet with Client to review the aggregate, anonymized results of the screening and highlight areas that can be addressed to lower claims costs and improve health and productivity. The comprehensive analysis includes 15 benchmark health risks, Health & Lifestyle Survey results, and engagement metrics. Client's Account Manager will work closely with Client to review and interpret the data, and to translate it into actionable information for Client's company. Please note that all CHC reporting is HIPAA compliant.

Account Management

Account Management is a pillar of our service to Client. Client's dedicated Account Manager will work closely with Client to understand Client's goals and will be Client's partner year-round in facilitating a sustainable, long-term wellbeing strategy that fits Client's business and culture. CHC's account managers can help structure and support wellness committees and bring best practice ideas for sustained engagement to the table for Client. CHC Account Manager will take as much of the program administration off of Client's plate as Client sees fit. It is Account Manager's role to support both the strategic and tactical efforts throughout every phase of the implementation and ongoing engagement.

STANDARD REWARDS PLATFORM

CHC's rewards platform is one of the unique aspects of our solution. It allows clients and employees to measure results and to reward and reinforce the behaviors that will achieve their wellbeing goals.

- Scientifically valid formula proven to predictably impact benchmark wellbeing risks
- Expansive library of rewards allows us to encourage participation as well as outcomes, which encourage behavior change

FEES:

Client: Warren County

Location: Ohio

Number of Screening Locations: TBD

Group Size: 999 Employees and 400 Spouses Eligible for the Wellbeing Program (*Roughly 650 participants*)

Term: Pricing is based on a 3-year term with the rates fixed over the initial term length.

Initial Scope: Comprehensive Wellbeing Strategy including HRA, biometric screenings, access to healthy resources, & rewards tracking.

OnSite or Remote Wellbeing Assessment (Screening and Health & Lifestyle Survey)	✓
Additional Labs: A1C for all and TSH	✓
Wellbeing Program Set Up	✓
Dedicated and Consultative Account Manager	✓
Program Implementation & Ongoing Management	✓
Client/Admin Wellbeing Portal	✓
Organizational Profile (25 participant minimum)	✓
Custom Marketing Materials	✓
Full Service Sign Up: Telephonic & Online	✓
Web Portal Access for All Screening Participants	✓
Physician Connect	✓
Nutrition, Activity, Sleep, and Hydration Tracking	✓
Financial Wellbeing	✓
Mindfulness	✓
Wellbeing Webinars	✓
WorkWell eNewsletter	✓
Electronic Participant Results	✓
COST (Per Screening Participant, Per Year)	\$105

ADDITIONAL SCREENING DETAILS & OPTIONS

Billed Minimum Participation	25
Cost Per Participant Under the Minimum - CHC will apply a 25 participant minimum to each onsite event - Remote screening participation does not apply towards this minimum.	\$105
Travel & Expense Cost (<i>Applicable locations</i>)	\$4,000
Cancellation Policy: please note that a cancellation fee will apply for screening events cancelled with less than two weeks' notice. The fee is \$500 plus any non-refundable travel costs incurred.	

OPTIONAL ADD-ON SOLUTIONS

ADD-ONS

Height, Weight, and Waist Measurements (onsite)	\$10 per onsite screening participant
Cotinine Test	\$20 per screening participant
Outbound Coaching	\$250 per engaged
Outbound Coaching (per session)	\$50 per call
Recheck	\$35 Remote Option \$35 Home Test Kit

INCLUDED TESTS:

Chem-Screen Profile		
Glucose	Phosphorous	Alkaline Phosphatase
Sodium	Calcium	GGT
Potassium	Protein, Total	AST
Chloride	Albumin	ALT
BUN	Globulin, Calculated	LDH
Creatinine	A/G Ratio	Iron
BUN/Creatinine Ratio	Bilirubin, Total	Carbon Dioxide
Uric Acid	Bilirubin, Direct	
Coronary Risk Assessment		
Triglycerides	HDL Cholesterol	Cholesterol/HDL Ratio
Total Cholesterol	LDL Cholesterol	
Complete Blood Count		
WBC	Hematocrit	MCHC
RBC	MCV	RDW
Hemoglobin	MCH	Platelet Count
TSH (F+ 40)	A1C For All	

Optional Tests

(Payment collected from participant at the time of the screening)

PSA	Early detection of prostate cancer for men	\$39
Homocysteine	Tests for risk of both heart disease and Alzheimer's disease	\$54
H. Pylori	Measures the level of stomach bacteria, H. Pylori. Infections can develop into ulcers or stomach cancer	\$41
Cardio C	A highly sensitive test that measures inflammation within the arteries	\$39
NMR	A cholesterol test that provides information beyond what is included with a standard Lipid Panel	\$99
Blood Type	Determines A/B/O blood type and Rh factor	\$25
Vitamin D	Tests for Vitamin D deficiency	\$40
Testosterone	Measures the amount of male hormone androgen	\$42
B12 & Folate	Tests B12 & Folate levels, which can lead to depression, irritability and other symptoms	\$42
Gluten Allergy	Identifies gluten-specific allergy	\$29

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EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of ____, 2020 (the "Effective Date") by and between CHC Wellbeing ("Covered Entity") and Warren County Ohio ("Business Associate").

WHEREAS, Business Associate may maintain, transit, create, or receive data for or from Covered Entity that constitutes Protected Health Information to perform tasks on behalf of Covered Entity;

WHEREAS, Covered Entity and Business Associate are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by the Department as they may be amended from time to time, 45 C.F.R. Parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.);

WHEREAS, in order to provide the Services under the Services Agreement, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI"); and

WHEREAS, the parties desire to enter into this Agreement to protect the privacy, and provide for the security of PHI disclosed by Covered Entity to Business Associate and to satisfy certain requirements in compliance with HIPAA.

NOW, THEREFORE, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

ARTICLE I

DEFINITIONS

1.1 **"Minimum Necessary"** means the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request or the amount of PHI described and defined by the U.S. Department of Health and Human Services ("HHS") from time to time as the "minimum necessary."

1.2 **"Business Associate Subcontractor"** means any vendor, agent or subcontractor of Business Associate that performs services involving the receipt, use, disclosure and/or creation of PHI on behalf of Covered Entity, specifically including, without limitation, health information exchanges, regional health organizations and personal health records vendors.

1.3 **Other terms.** All other terms not specifically defined in this Agreement shall have the meanings attributed to them under HIPAA.

ARTICLE II

PRIVACY OF PROTECTED HEALTH INFORMATION

2.1 Permitted Uses & Disclosures

(a) Business Associate agrees to use the Minimum Necessary PHI it creates or receives for or from Covered Entity only as permitted by the Privacy Rule, as expressly permitted by this Agreement, and only as necessary to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement; provided, however, that, to the extent possible, Business Associate will use only a Limited Data Set. Business Associate is prohibited from using or disclosing PHI in its possession, except as permitted or required by this Agreement, or as Required By Law, the Services Agreement, or as otherwise expressly permitted in writing by Covered Entity. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, the Services Agreement, or in writing by Covered Entity.

(b) Business Associate will disclose PHI for the purposes authorized by this Agreement only (i) to its employees, (ii) to its subcontractors and agents, only in accordance with the terms of this Agreement, (iii) as directed by Covered Entity in writing, or (iv) as Required By Law.

(c) Unless otherwise limited herein and except where prohibited by law, Business Associate is authorized by this Agreement to:

(i) Use the PHI it creates or receives for or from Covered Entity if necessary for Business Associate's proper management and administration of Business Associate's duties under the Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate.

(ii) Disclose such PHI to a third party if necessary for the proper management and administration of Business Associate's business or to fulfill any present or future legal responsibilities of the Business Associate, provided that the disclosure is required by law or the Business Associate obtains reasonable assurance, evidenced by written contract, from any third party to which Business Associate discloses such PHI, that the third party will:

(A) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the third party or as required by law; and

(B) Notify Business Associate (who will in turn notify Covered Entity according to the terms of this Agreement) of any breaches of confidentiality.

2.2 **Business Associate Subcontractor.** Business Associate may disclose PHI to a Business Associate Subcontractor only to the extent not prohibited by the Services Agreement and subject to the terms of this Agreement. Prior to any disclosure of PHI to a Business Associate Subcontractor, Business Associate will enter into a written contract with the Business Associate Subcontractor to provide reasonable assurance that the Business Associate Subcontractor will comply with the same terms, conditions and restrictions of this Agreement. Upon request,

Business Associate will provide to Covered Entity a copy of the written contract with the Business Associate Subcontractor. Furthermore, Business Associate will disclose to its Business Associate Subcontractors only (i) a Limited Data Set of PHI, to the extent possible or (ii) if more information is required to perform or fulfill a specific function required or permitted hereunder, the Minimum Necessary to perform or fulfill such function.

2.3 PHI Access, Amendment, and Disclosure Accounting.

(a) Access. Business Associate will, at the request of Covered Entity, make available within ten (10) days to Covered Entity, or at the direction of Covered Entity to the individual, for inspection and to make copies of any PHI about the Individual which Business Associate created or received for or from Covered Entity and that is in the custody or control of the Business Associate as required by 45 C.F.R. § 164.524.

(b) Amendment. Business Associate will, at the request of Covered Entity, within twenty (20) days, amend PHI in accordance with the instructions provided by the Covered Entity or permit Covered Entity access to amend any portion of the PHI which Business Associate created or received from or on behalf of Covered Entity, as required by 45 C.F.R. §164.526.

(c) Disclosure Accounting.

(i) Disclosure Tracking. Business Associate will retain a record of each disclosure of PHI, not excepted from disclosure accounting below, that Business Associate makes to a third party including (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items (i)–(iv), collectively are referred, herein as the “Disclosure Information”). Business Associate will make disclosure-tracking information available to Covered Entity within twenty (20) days from the date Covered Entity made the request.

(ii) Exceptions from Disclosure Tracking. Business Associate need not include in its record of disclosures, or otherwise account for, disclosures of PHI that this Agreement, permits or requires, including those disclosures made (i) for the purpose of Covered Entity’s payment activities or health care operations, as provided in 45 C.F.R. § 164.502, unless such disclosure tracking is required by the HITECH Act; (ii) for the purpose of health care providers’ treatment activities, or (other) covered entities’ payment activities or certain health care operations (as set forth in 45 C.F.R. § 164.506(c)(4)), unless such disclosure tracking is required by the HITECH Act; (iii) to the Individual who is the subject of the PHI disclosed pursuant to 45 C.F.R. § 164.502; (iv) which are incidental to a use or disclosure otherwise permitted or required by 45 C.F.R. § 164.502; (v) pursuant to an authorization; (vi) to persons involved in that individual’s care; (vii) for notification for disaster relief purposes; (viii) for national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2); (ix) to correctional institutions or law enforcement officials regarding inmates as provided in 45 C.F.R. § 164.512(k)(5); (x) as part of a limited data set in accordance with 45 C.F.R. 164.514(e); (xi) for disclosures prior to April 14, 2003; or (xii) for the facility’s directory or to persons involved in the individual’s care or for other notification purposes as provided in 45 C.F.R. § 164.510.

(iii) **Research.** If Business Associate makes disclosures of PHI for a particular research purpose in accordance with 45 C.F.R. § 164.512 (i) for 50 or more Individuals, Business Associate will provide Covered Entity with a report of the disclosure accounting in accordance with the requirements of 45 C.F.R. § 164.528 (b)(4)(i)(A)–(F).

(iv) **Disclosure Tracking Time Periods.** Business Associate will provide to Covered Entity, within twenty (20) days following a request from Covered Entity, a report containing a record of disclosures of PHI (i) for the six (6) years prior to the date on which Covered Entity requested the accounting; or (ii) if the request relates to disclosures of PHI through electronic health records for treatment, payment or health care operations, and if such accounting is required to be provided pursuant to the HITECH ACT, for the three (3) years prior to the date on which Covered Entity requests the accounting. Additionally, if an individual requests an accounting of disclosures of his or her PHI, Business Associate will cooperate with Covered Entity to ensure the Covered Entity is able to provide the individual with the accounting.

2.4 Inspection of Books and Records. Business Associate will make the PHI it creates for or receives from Covered Entity, as well as its internal practices, books, and records, relating to the use and disclosure of all such PHI, available to Covered Entity and to HHS to determine the Covered Entity's and the Business Associate's compliance with HIPAA.

2.5 Reporting.

(a) Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, by the Services Agreement, or in writing by Covered Entity, or that is in violation of any provision of HIPAA, within five (5) days of when Business Associate learns or should have learned of such non-permitted use or disclosure.

(b) In its report to Covered Entity, Business Associate will identify, at a minimum (i) the nature of the non-permitted use or disclosure; (ii) the PHI used or disclosed; (iii) the party or parties who made the non-permitted use or received the non-permitted disclosure; (iv) what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures; (v) what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure; (vi) such other information, including a written report, as Covered Entity may request; and (vii) such other information as HHS may prescribe by regulation.

2.6 Additional Obligations.

(a) **Electronic Copies of PHI.** Business Associate will (i) cooperate with Covered Entity to provide an Individual with an electronic copy of his or her PHI if the PHI is maintained by Business Associate in an electronic health record and the Individual requests an electronic copy of his or her PHI; and (ii) comply with, and cooperate with Covered Entity to enable Covered Entity to comply with Section 13405(e) (1) of the HITECH Act and any regulations promulgated thereunder.

(b) **Non-Disclosure for Out-of-Pocket Services.** Business Associate will (i) abide by any directive from Covered Entity not to disclose PHI in connection with an item or service for which an individual has paid out-of-pocket, in full; and (ii) comply with, and cooperate

with Covered Entity such that Covered Entity is compliant with, Section 13405(a) of the HITECH Act and any regulations promulgated thereunder.

(c) Prohibition on Sale of PHI. Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI, except as expressly permitted by this Agreement and the Services Agreement.

(d) Prohibition on Marketing. Business Associate will not transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service unless permitted to do so under the HITECH Act and any regulations promulgated thereunder.

ARTICLE III

COMPLIANCE WITH STANDARD TRANSACTIONS

3.1 Electronic Transactions. If Business Associate conducts all or part of an electronic transaction on behalf of Covered Entity, Business Associate will comply, and will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162.

3.2 Trading Partner Agreements. In compliance with 45 C.F.R. § 162.915, Business Associate will not enter into, or permit any Business Associate Subcontractor to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- (a) changes the definition, data condition, or use of a data element or segment in a standard;
- (b) adds any data elements or segments to the maximum defined data set;
- (c) uses any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s); or
- (d) changes the meaning or intent of the standard's implementation specification(s), as these terms are defined in 45 C.F.R. Part 162.

ARTICLE IV

SAFEGUARDS FOR SECURING ELECTRONIC PROTECTED HEALTH INFORMATION

4.1 Information Safeguards. Business Associate will develop, implement, maintain, and use appropriate administrative, technical and physical safeguards ("Safeguards") to protect the privacy of PHI, in compliance with standard business practices, HIPAA and any written instructions provided to Business Associate by Covered Entity. Business Associate will preserve the integrity and confidentiality of and prevent non-permitted uses or disclosures of PHI in its possession. Business Associate will reasonably safeguard PHI to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure. Business

Associate will document and keep current its policies to safeguard PHI, and will provide a copy of such policies to Covered Entity and to HHS upon request.

4.2 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Section.

4.3 Compliance with the Security Rule. Business Associate agrees to abide by the following requirements of the Security Rule including those set forth at 45 C.F.R. parts 164.308, 164.310, 164.312 and 164.316.

(a) Implement administrative, physical, and technical safeguards consistent with the Security Rule that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(c) Reporting Security Incidents to Covered Entity. Business Associate agrees to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations ("Successful Security Incidents") and for Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations ("Unsuccessful Security Incidents").

(i) Successful Security Incidents. Business Associate shall provide notice to Covered Entity of any Successful Security Incident of which it becomes aware within five (5) business days. At a minimum, such report shall contain the following information: (A) date and time when the Security Incident occurred and/or was discovered; (B) names of systems, programs, or networks affected by the Security Incident; (C) preliminary impact analysis; (D) description of and scope of electronic PHI used, disclosed, modified, or destroyed; and (E) any mitigation steps taken by Business Associate.

(ii) Unsuccessful Security Incidents. To avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incident of which it becomes aware only upon request of the Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the parties. If the definition of "Security Incident" is amended under the Security Rule to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy EPHI, then this Section 4.3(c) (ii) shall no longer apply as of the effective date of such amendment.

(d) Security Officer and Training. Business Associate shall designate a Security Officer and shall conduct staff training regarding compliance with the HIPAA security requirements, as required by the Security Rule and the HITECH Act.

ARTICLE V

BREACH OF AGREEMENT AND TERMINATION

5.1 Right to Terminate for Breach.

Covered Entity. Covered Entity has the right to terminate this Agreement immediately if Covered Entity determines, in its reasonable discretion that Business Associate has breached any material term of this Agreement. Following the Covered Entity's determination that Business Associate has breached a material term of this Agreement, in lieu of immediate termination, Covered Entity may elect, in its sole discretion, to provide the Business Associate with written notice of the existence of an alleged breach, and afford the Business Associate an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Business Associate must cure said breach to the reasonable satisfaction of Covered Entity within the next ten (10) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

(a) Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, it must provide the Covered Entity with written notice of the existence of an alleged breach, and afford the Covered Entity an opportunity to cure such alleged breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within five (5) days of receiving the written notice, the Covered Entity must cure said breach to the reasonable satisfaction of Business Associate within the next twenty (20) days. Failure to cure in the manner set forth in this paragraph shall constitute a breach of a material term of this Agreement and is grounds for the immediate termination of this Agreement.

5.2 Return or Destruction of PHI.

(a) Business Associate will automatically, at termination of the Services Agreement and this Agreement, return, at its cost, all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Prior to the return of PHI to Covered Entity, Business Associate may submit to Covered Entity a written request for permission to destroy PHI, and such request may be approved or denied in the sole discretion of Covered Entity.

(b) Business Associate will not retain any copies of PHI unless the Covered Entity expressly permits it to do so in writing.

5.3 Continuing Privacy and Security Obligation. If return or destruction of the PHI is not feasible, as determined by Covered Entity, Business Associate will extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. Business Associate will only use or disclose such PHI for those purposes that make return or destruction infeasible.

5.4 Injunctive Relief. In the event of a breach of any material term of this Agreement, Covered Entity has a right to obtain injunctive relief to prevent future disclosure of PHI.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Paragraph Not Used.

6.2 Insurance. Business Associate represents and warrants that Business Associate has, and will maintain at Business Associate's own expense, liability insurance covering breach of Business Associate's requirements under this Agreement and Business Associate's negligent disclosure or breach of PHI covered by this Agreement. At the request of Covered Entity, Business Associate shall provide to Covered Entity proof of the insurance coverage required by this Section 6.2.

ARTICLE VII

MISCELLANEOUS

7.1 Amendments; Waiver. Except as provided herein, neither party shall modify this Agreement, or waive or amend any provision herein, except in writing signed by authorized representatives of the Parties. However, upon the compliance date of any final regulation or amendment to final regulations of HIPAA, this Agreement will automatically amend to impose upon Business Associate such additional obligations as are necessary for the parties to remain in compliance with these regulations.

7.2 Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with HIPAA.

7.3 Subpoenas. Each party will provide written notice to the other party of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services under the Services Agreement. Such written notice shall be provided within 48 hours of receipt of a subpoena or other legal process.

7.4 Notices. All notices records or reports required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

Covered Entity:

Company:

CHC Wellbeing, Inc.

Name:

BRIAN CAPUTO

Print Name

Title:

DIRECTOR OF FINANCE

Fax Number:

847-990-1446

Business Associate:

Company: Warren County

Name: _____
 Print Name

Title: _____

Fax Number: _____

7.5 **Term.** This Agreement will continue in full force and effect for as long as the Services Agreement remains in full force and effect unless it is earlier terminated pursuant to Section 5.1(a) or Section 5.1(b). This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Services Agreement.

7.6 **Survival.** The rights and obligations of Business Associate under Article II and Section 6.1 and Section 6.2 of this Agreement shall survive the termination of this Agreement.

7.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Ohio.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Covered Entity / CHC Wellbeing

Business Associate / Warren County Ohio

By: *Brian Caputo*
 Signature

Name: BRIAN CAPUTO
 Print Name

Title: DIRECTOR OF FINANCE

Date: 11/9/2020

By: *DJY*

Name: David Young

Title: President

Date: 12/01/20

APPROVED AS TO FORM
Adam M. Nice
 Adam M. Nice
 Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF ILLINOIS
COUNTY OF COOK

I, BRIAN CAPUTO, holding the title and position of DIRECTOR OF FINANCE at the firm CHC WELLNESS, INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Brian Caputo

AFFIANT

Subscribed and sworn to before me this 9th day of November 2020

Michelle Dolin
(Notary Public),

Official Seal
Michelle Dolin

Notary Public State of Illinois
My Commission Expires 07/14/2023

Lake County

My commission expires 7-14 2023

Resolution

Number 20-1714

Adopted Date December 01, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN MEMORANDUMS OF UNDERSTANDING WITH VARIOUS PUBLIC AND PRIVATE EDUCATIONAL INSTITUTIONS

BE IT RESOLVED, to authorize the County Administrator to sign to following Memorandums of Understanding with various public and private educational institutions, as attached hereto and made a part hereof:

- | | |
|--|--------------------------------------|
| Kings Local Schools | Liberty Bible |
| Little Miami Local Schools | Montessori Academy |
| Mason City Schools | Goddard South Lebanon - Kindergarten |
| Springboro City Schools | Mars Hill Academy |
| Wayne Local Schools | Chess Christian |
| Warren County Career Center | Lebanon Christian |
| Warren County Educational Service Center | Royalmont Academy |
| Warren County SW Ohio Council of Governments | St. Margaret of York |
| Bishop Fenwick | Cinday Academy |
| St. Francis DeSales | Middletown Christian |
| St. Susanna | |

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

Tz/

- cc: C/A Files
- CARES funding (file)
- J. Stilenbauer
- S. Spencer

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

Resolution

Number 20-1715

Adopted Date December 01, 2020

**ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIOMEANSJOBS WARREN COUNTY**

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

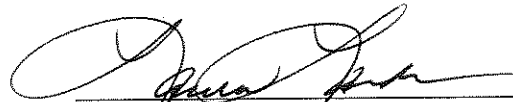
Max Technical Training
4900 Parkway Drive
Mason, Ohio 45040

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Max Technical Training, 4900 Parkway Drive, Mason, Ohio 45040**, hereinafter referred to as “Contractor”.

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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


Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners



David G. Young, President

12/1/20
Date

Contractor



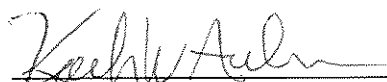
Authorized Contractor Signature

11/23/2020
Date

Denise Bartek
Typed Name of Authorized Contractor

11/23/2020
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

11/23/2020
Date

Resolution

Number 20-1716

Adopted Date December 01, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A ROAD IMPROVEMENT PROJECT THAT INCLUDES WATERLINE RELOCATION ON US ROUTE 22 AND ZOAR ROAD

WHEREAS, it is the desire of the Water and Sewer Department to cooperate with the Ohio Department of Transportation on a roadway project that includes a water line relocation on US Route 22 and Zoar Road; and


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Agreement with the Ohio Department of Transportation.

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

cc: c/a—Ohio Department of Transportation
Water/Sewer (file)

OHIO DEPARTMENT OF TRANSPORTATION
DISTRICT 8 PLANNING DEPT.
BILLING AGREEMENT NUMBER 35716

IN THE MATTER OF PROVIDING FOR
WORK RELATING TO UTILITY FACILITIES OF
WARREN COUNTY WATER & SEWER DEPT.
ON HIGHWAY PROJECT: PID NO. 106981
WAR-US 22-7.12 Zoar Rd.

AGREEMENT

THIS AGREEMENT, made between the State of Ohio, acting by and through the Director of the OHIO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the STATE and the COUNTY OF WARREN hereinafter referred to as the COUNTY.

WHEREAS, the STATE proposes to improve a portion of U.S. Route 22 in Warren County, said project being known as PED 106981, and

WHEREAS, the COUNTY desires that certain item(s) as listed on the attached bid tabulation sheet be installed and/or provided during construction of said project by the STATE and proposes to bear all cost of said item(s), and

WHEREAS, the parties hereto are agreed that it is practical and expedient to install and/or provide said item(s) during construction of said project and it is the desire of said parties to install and/or provide said item(s) subject to certain conditions, and

NOW THEREFORE, in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1

The parties hereto agree that the STATE will include in the STATE'S construction plans for said project, provisions for the installation and/or provision of such item(s) and as may be mutually agreed upon by said parties and shown on said plans.

SECTION 2

The COUNTY agrees to assume and bear the actual costs to the State of the installation and/or provision of said item(s) as determined from the unit price and/or lump sum bid(s) for said item(s) inclusive of Engineering, Supervision and Contingencies applicable to the cost of construction of said project.

The COUNTY also agrees to assume and bear the actual cost to the State for contractor profit associated with the installation and/or provision of said item(s), as determined by bid, in the event that the COUNTY elects to non-perform the installation and/or provision of said item(s) included in the construction plans.

SECTION 3

Option 1: Use of STATE Inspection Personnel for inspection of the relocation/installation of the Water Works items.

The cost of such item(s) inclusive of construction, construction engineering, administration, and contingencies is estimated to be \$61,650.00 and the COUNTY agrees to deposit with the STATE, upon request from the STATE, said estimated amount. This estimated amount will to be adjusted in order that the COUNTY's ultimate share of the cost of said items(s) shall be the actual cost of said item(s) when the actual costs are known.

Option 2: Use of COUNTY Inspection Personnel for inspection of the relocation/installation of the Water Work items.

The cost of such item(s) inclusive of construction, construction engineering, administration, and contingencies is estimated to be \$59,920.00 and the COUNTY agrees to deposit with the STATE, upon request from the STATE, said estimated amount.

The COUNTY agrees to pay the said final actual costs based on the following. The estimated construction and contingency amounts will to be adjusted in order that the COUNTY's ultimate share of the construction and contingency costs shall be the actual construction and contingency costs when the actual construction and contingency costs are known. Additionally, the construction engineering and administration costs shall be calculated based on a fixed rate of 4% of the actual construction and contingency costs when the actual construction and contingency costs are known.

The COUNTY agrees to provide complete documentation to the STATE as set forth in the Construction Inspection Manual of Procedures, the Documentation Manual, and as directed by the STATE to certify compliance with construction and material specification requirements of the contract and establish both progressive and final pay quantities.

In the event that the COUNTY elects to perform the inspection as set forth in Option 2 and defaults on this obligation, the STATE will perform the inspection under the terms of Option 1.

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused This Agreement to be executed by David Young, its President on the Date stated below, pursuant to Board Resolution No. 20-1716, dated 12/01/20.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: [Signature]
NAME: David Young
TITLE: President
DATE: 12/01/20

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Adam Nice, A.P.A.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate this _____ day of _____, 2020.

(SEAL)

For the State of Ohio

Jack Marchbanks, Phd.
Director, Ohio Department of Transportation
Date: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1717

Adopted Date December 01, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS, INC. RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM


BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Water and Sewer Department's Source Water Protection 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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: C/A—Environmental Educators, Inc, (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, 406 Justice Drive, Lebanon, OH 45036 (hereinafter the "Board"), on behalf of the Warren County Water and Sewer Department, and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 (hereinafter the "Consultant").

WHEREAS, upon the recommendation of the Warren County Water and Sewer Department, this Board, to fulfill the requirements of the Source Water Protection Program, desires to enter into an Agreement with the Consultant for said service; and,

WHEREAS, Consultant does provide professional services in the area of educational programs for protection of drinking water and water systems, and desires to enter into an Agreement with the Board to fulfill the Board's requirements of the Source Water Protection Program; 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 Warren County Water and Sewer Department under the direction of the designee of the, to-wit.
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 Warren County Sanitary Engineer or his or her designee.
3. The Consultant shall prepare written fact sheets and brochures about protecting source water. This information shall be designed for distribution to residents and business located in the one and five year time-of-travel.
4. The Consultant shall provide the Warren County Water and Sewer Department with an updated written schedule of presentations upon request. In the event of cancellation or rescheduling during the current week, the Consultant will notify the Warren County Water and Sewer Department to update the schedule.

5. Subject matter and content of the presentations shall address source water protection and shall be subject to review and approval of the Warren County Sanitary Engineer or his or her designee.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2021 and terminate December 31, 2021 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 dollars (\$10,000.00) for work listed in the scope of services. Consultant shall invoice the Water and Sewer Department on a monthly basis for the hours worked. The hourly rate for the Consultant shall be Forty-eight dollars and seventy-nine cents (\$48.79) per hour.
2. Consultant shall be responsible for travel to the locations of the presentations or activities. Consultant shall not receive payment for travel to presentations and activities that occur in Warren County.

IV. Responsibility of the Board

1. The Water and Sewer Department or Solid Waste Management 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 Water and Sewer Department shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the Water and Sewer Department for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the Board. Warren County Sanitary Engineer or his or her designee, prior to the sessions, must authorize approval for the workshops or training seminars.
3. Warren County Sanitary Engineer or his or her designee may authorize the Consultant to participate in any other activity that is related to source water protection or education and will benefit the interests of the Water and Sewer Department.

V. Reporting

1. The Consultant shall work cooperatively with the Board, the Water & Sewer Department, and Educational Service Center 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 only 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 without cause 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 Solid Waste Management 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 Consultant 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.

The parties expressly acknowledge and agree that with respect to any payments made to Consultant that the District's fiscal officer will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for its (and its employees) own income tax obligations including but not limited to being subject to Self-employment Tax, and the District shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent Consultant, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the District for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2021 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XII. Execution

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: 11/10/2020

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by David Young, its President, in accordance with Resolution No. 20-1717, dated 12/01/20.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: David Young

PRINTED NAME: David Young

TITLE: President

DATE: 12/01/20

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Keith Anderson
By: Keith Anderson, Assistant Prosecutor

**Warren County
Water & Sewer Department**

2021 Time Sheet

Month _____

Consultant Name _____

Date	Location of Service	Description of Service	Grade Level	Number of Presentations	Number of Participants	Hours

Total Hours _____
Cost per Hour _____
Total Cost _____

Consultant's Signature _____

Date _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1718

Adopted Date December 01, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) RELATIVE TO WARREN COUNTY TRANSIT SERVICE


BE IT RESOLVED, to authorize the President of the Board to enter into an Agreement with SORTA, 602 Main Street, Ste.100, Cincinnati, OH 45202 relative to Warren County Transit Service, 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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: c/a—Southwest Regional Transit Authority (SORTA)
Transit (file)

**AGREEMENT BETWEEN
WARREN COUNTY and
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**

This Agreement, dated 12/01/20, 2020, is by and between the Warren County and the Southwest Ohio Regional Transit Authority (SORTA) for the provision of transit services to Warren County by SORTA.

1. SERVICE:

For the term of this Agreement, SORTA agrees to operate Route 71 express and reverse commute service. SORTA agrees to operate nine (9) A.M. trips and eight (8) P.M. trips on Route 71. Included in this route are seven (7) A.M. express trips designed to bring commuters from Warren County to Downtown. There are also two (2) A.M. "reverse commute" trips and two (2) P.M. "reverse commute" trips designed to bring commuters from downtown to Warren County. Levels of service/routing may be modified at the discretion of SORTA based on performance measures. Modifications will occur within SORTA's operator pick schedules, and SORTA will provide public notices, as required by the Federal Transit Administration (FTA). Warren County agrees that SORTA will be the exclusive provider of Warren County funded commuter express and reverse commute services between Warren County and downtown Cincinnati for the term of this Agreement.

2. FARES:

The current one-way fare for Route 71 is \$4.25. Fares are to be set by SORTA at its sole discretion.

3. PAYMENT:

For the period of January 1, 2021 through December 31, 2021, Warren County shall pay SORTA an amount equal to 50% of its 5307 federal funding for the federal fiscal year ending September 30, 2021, for the provision of specified transit services described in Section 1.

4. FEDERAL DOLLAR TRADE:

SORTA agrees that it will accept all of Warren County's Federal 5307 federal fund allocation in exchange for SORTA local dollars. Warren County shall direct the Federal Transit Administration to transfer all of its Federal 5307 Funds to SORTA as soon as possible, but no later than December 30th of each year, unless prevented by the FTA from meeting this deadline. SORTA will exchange Warren County Federal 5307 funds in that federal fiscal year (FFY) only after SORTA uses its complete allocation, and the federal match continues to be 20 percent (20%) non-federal. Payment to Warren County of SORTA funds will be made on the last day of the applicable calendar year (CY) or upon receipt of Warren County federal funds, whichever occurs later.

5. **NATIONAL TRANSIT DATABASE:**

SORTA, as the provider of the service, shall continue to report all service statistics, ridership, etc., in fulfillment of the National Transit Database (NTD) reporting requirements.

6. **TERM:**

The term of this Agreement shall be from January 1, 2021, through December 31, 2021, but may be extended by mutual agreement.

7. **TERMINATION:**

This Agreement may be terminated by either party by giving a 60 day notice in writing to the other party of the intent to cancel this agreement. In the event this agreement is canceled, the funds will be prorated for the months service was run.

8. **PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS:**

SORTA (the contractor) agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Ohio, or Warren County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655 and review the testing process. The contractor further agrees to certify annually its compliance with Parts 655 as required and to submit the FTA Management Information System (MIS) reports on or before March 15th, with a copy to Mr. Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio, 45036. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The contractor will likewise provide Warren County a copy of any FTA Office of Safety and Security Audits of the contractor's drug and alcohol testing program that may be conducted during the term of this Agreement.

9. **AMERICANS WITH DISABILITIES (ADA) MAINTENANCE OF BUS ACCESSIBILITY FEATURES:**

For all vehicles used in this Agreement, SORTA (the contractor) agrees to maintain in operative condition vehicle accessibility features such as lifts, ramps, annunciators, and securement devices, and to produce any documentation necessary to establish its compliance with ADA maintenance requirements. Furthermore, the contractor agrees to permit BCRTA to inspect its maintenance and operations policies, procedures, and records to assure compliance with the ADA maintenance requirements.

10. **NOTICE:**

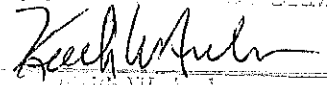
All correspondence in connection with this Agreement shall be in writing and sent to the following:

For Warren County:

David G. Young, Vice President
Warren County
406 Justice Drive
Lebanon, OH 45036

For SORTA:

Darryl Haley, CEO and General Manager
SORTA/Metro
525 Vine Street, Suite 500
Cincinnati, OH 45202


Keith W. Anderson
12/01/2020

Warren County:

Signature: _____
Name: _____ David Young
Title: _____ President
Date: _____ 12/01/20

Southwest Ohio Regional Transit Authority:

Signature: _____
Name: _____
Title: _____
Date: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1719

Adopted Date December 01, 2020

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 11/25/20 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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 20-1720

Adopted Date December 01, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR WATERCREST AT LANDEN, LLC FOR COMPLETION OF IMPROVEMENTS IN WATERCREST AT LANDEN, SECTION 1A AND SECTION 1B SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	: 19-022 (P/S)
Development	: Watercrest at Landen, Section 1A and Section 1B
Developer	: Watercrest at Landen, LLC
Township	: Deerfield
Reduction Amount	: \$32,578.52
Surety Company	: Capitol Indemnity Corp (60136582)

BE IT FURTHER RESOLVED: the original amount of bond was \$165,949.88 and after the above reduction, the new required bond amount is \$133,371.36.

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Watercrest at Landen, LLC, 3333 Madison Pk, Suite C, Ft. Wright, KY 41017
Capitol Indemnity Corp., PO Box 5900, Madison, WI 53705-0900
Engineer (file)
Bond Agreement File

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1721

Adopted Date December 01, 2020

CREATE THE COUNTY LODGINGS TAX FUND #2232

BE IT RESOLVED, to create the County Lodgings Tax Fund #2232 due to GASB 84 which indicates this activity that was previously accounted for in Fund #7731 is not fiduciary in nature and must be moved on the day-to-day books.

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor ✓
OMB (file)

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

Resolution

Number 20-1722

Adopted Date December 01, 2020

APPROVE REPAYMENT OF CASH ADVANCE FROM EMA FUND 2264 INTO GENERAL FUND #1101

BE IT RESOLVED, to approve the following repayment of cash advance:


\$100,000.00	from	#2264-45556	(EMA – Advance of Cash Out)
	into	#1101-45555	(General Fund – 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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Cash Advance file
Emergency Services (file)
OMB

Resolution

Number 20-1723

Adopted Date December 01, 2020

APPROVE APPROPRIATION DECREASES IN COAP GRANTS FUND #2251

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2251 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Fund #2251 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 50.00	from	22511111-5102	(COAP Grant – Regular Salaries)
\$2,000.00	from	22511111-5210	(COAP Grant – Materials/Supplies)
\$1,600.00	from	22511111-5317	(COAP Grant – Non Capital Purchases)
\$82,707.00	from	22511111-5400	(COAP Grant – Purchased Services)
\$64,740.00	from	22511111-5410	(COAP Grant – Contracts BOCC Approved)
\$40,000.00	from	22511111-5703	(COAP Grant – Other County Government)
\$10,000.00	from	22511111-5704	(COAP Grant – Outside Entity)
\$ 7.00	from	22511111-5811	(COAP Grant – PERS)
\$2,000.00	from	22511111-5850	(COAP Grant – Training & Education)
\$1,830.00	from	22511111-5910	(COAP Grant – Other Expense)
\$174.00	from	22511111-5911	(COAP Grant – Non Taxable Meal Fringe)
\$2,156.00	from	25111111-5940	(COAP Grant – Travel)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1724

Adopted Date December 01, 2020

DECLARE A SURPLUS OF FUNDS IN THE CERTIFICATE OF TITLE ADMINISTRATION FUND #2250, APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE CERTIFICATE OF TITLE FUND #2250 AND TRANSFER FUNDS INTO THE COUNTY GENERAL FUND #1101

BE IT RESOLVED, to approve the following supplemental appropriation:

\$600,000.00 into #22501260-5997 (Operational Transfer)

BE IT RESOLVED, to approve the following operational transfer of funds.

\$600,000.00 from #22501260 5997 (Operational Transfers)
into #1101 49910 (General Fund - Transfer)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

tfs/

cc: Auditor
Clerk of Courts (file)
Operational Transfer file
Supplemental Appropriation file
OMB

Resolution

Number 20-1725

Adopted Date December 01, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND #2267

WHEREAS, the Warren County Sheriff's Office has indicated they will receive additional revenue to the amount of \$10,000.00 in Sheriff's Office Fund #2267; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$10,000.00 and approve the following supplemental appropriation within Sheriff's Office Fund #2267:

\$25,000.00 into 22672200-5317 (Non Capital Purchase)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Sheriff (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

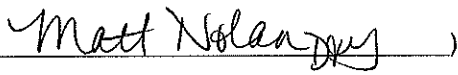
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 20, 2020

To the TAXING AUTHORITY of Warren County Commissioners

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

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Loeb Foundation Grant	\$20,000.00		\$25,000.00	\$45,000.00
Fund 2267				
TOTAL	\$20,000.00	\$0.00	\$25,000.00	\$45,000.00

)
 _____)
 _____) Budget
 _____) Commission

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

Resolution

Number 20-1726

Adopted Date December 01, 2020

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO JUVENILE COURT
CLERK COMPUTER FUND 2278

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within
Juvenile Court Clerk Computer Fund #2278

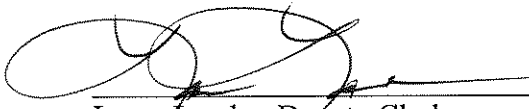
\$59,800.00 into 22781410-5400 (Purchased Services)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Supplemental App. file
Juvenile (file)

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

Resolution

Number 20-1727

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

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

\$ 250.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5910	(Juv CT Other Expense)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1728

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION CENTER
FUND #11012600 INTO PROBATE COURT FUND #11011250

BE IT RESOLVED, to approve the following appropriation adjustment:

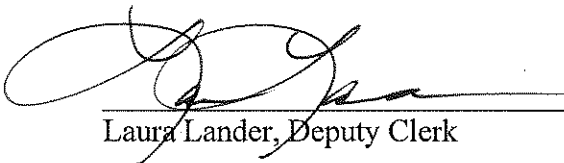
\$ 5000.00	from	11012600-5820	(Juv Det Health & Life INS)
	into	11011250-5400	(Purchased Services)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1729

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Youth Center Fund #22701240:

\$ 1,200.00 from 22701240-5102 (Regular Salaries)
 into 22701240-5430 (Utilities)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1730

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$60,000	from	#44673723-5317	(Non-Capital Purchase)
	into	#44673700-5317	(Non-Capital Purchase)

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 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor _____
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 20-1731

Adopted Date December 01, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS




Laura Lander, Deputy Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
FAC	MOTOROLA SOLUTIONS INC	FAC NEW JAIL REPEATER	\$ 51,039.34
FAC	PRODIGY BUILDING SOLUTIONS LLC	EXTERIOR REPAIRS HEALTH & HUMAN SERVICES	\$ 374,779.22
FAC	PRODIGY BUILDING SOLUTIONS LLC	FAC HVAC REPLACEMENT JUVENILE	\$ 457,543.00
FAC	PRODIGY BUILDING SOLUTIONS LLC	FAC COMMON PLEAS COURTS PAVING	\$ 194,048.00
WAT	TREASURER STATE OF OHIO	WATERLINE RELOCATION ON US 22 AND ZOAR RD	\$ 59,920.00
JUV	PHOENIX SAFETY OUTFITTERS LLC	JDC EMPLOYEE UNIFORM	\$ 9,704.00

12/1/2020 APPROVED:



 Tiffany Zindel / County Administrator

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

Resolution

Number 20-1732

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS CTCL
GRANT FUND #11011302

BE IT RESOLVED, to approve the following appropriation adjustments:


\$50,000.00	from #11011302-5102	(Regular Salaries)
	into #11011302-5330	(Capital Purchase)
\$22,923.65	from #11011302-5114	(Overtime Pay)
	into #11011302-5330	(Capital Purchase)
\$25,000.00	from #11011302-5151	(Poll Workers)
	into #11011302-5330	(Capital Purchase)
\$10,000.00	from #11011302-5210	(Materials & Supplies)
	into #11011302-5330	(Capital Purchase)
\$24,670.09	from #11011302-5317	(Non Capital Purchase)
	into #11011302-5330	(Capital Purchase)
\$ 6,209.32	from #11011302-5318	(Data Bd. Approv. – Non Cap)
	into #11011302-5330	(Capital Purchase)
\$10,000.00	from #11011302-5910	(Other Expense)
	into #11011302-5330	(Capital Purchase)
\$ 950.06	from #11011302-5911	(Non Taxable Meal Fringe)
	into #11011302-5330	(Capital Purchase)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Layfa Lander, Deputy Clerk

cc: Auditor ✓
Appropriation Adj. file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1733

Adopted Date December 01, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS CTCL
GRANT FUND #11011302

WHEREAS, it is necessary to have appropriations in place to make purchases related to the
CTCL Grant; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

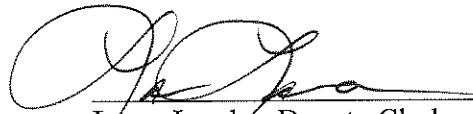
\$82,032.50 into 11011302-5330 (CAP PURCHASE)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/bs

cc: Auditor
Supplemental App. file
Board of Elections (file)

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

Resolution

Number 20-1734

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#13001302

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,790.68 from #11011302-5318 (Data Bd. Approv. – Non Cap)
 into #11011302-5811 (PERS)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Appropriation Adj. file
Board of Elections (file)
OMB

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

Resolution

Number 20-1735

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$13,000	from	#11011300-5114	(Overtime Pay)
	into	#11011300-5102	(Regular Salaries)
\$500.00	from	#11011300-5855	(Clothing/Personal Equip)
	into	#11011300-5871	(Medicare)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 20-1736

Adopted Date December 01, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#2209 TO #2209

BE IT RESOLVED, to approve the following appropriation adjustments:


\$477.92	from #22091300-5151	(Poll Worker)
	into #22091300-5210	(Material & Supplies)
\$1,500.00	from #22091300-5400	(Purchase Service)
	into #22091300-5210	(Material & Supplies)
\$3,268.43	from #22091300-5811	(PERS)
	into #22091300-5210	(Material & Supplies)

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 20-1737

Adopted Date December 01, 2020

CONTINUE PUBLIC HEARING TO CONSIDER TEXT AND MAP AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE TO AMEND SECTION 2.407 (MIXED-USE DISTRICT), SECTION 2.407.3 (ALLOWABLE USES), AND SECTION 2.407.4 (PROHIBITED USES) THE MAP AMENDMENT TO COVER PARCEL 12364000035 AND A PORTION OF PARCEL 12364000037

BE IT RESOLVED, to continue the public hearing to consider Text and Map Amendments to the Warren County Rural Zoning Code to amend Section 2.407 (Mixed-Use District), Section 2.407.3 (Allowable Uses), and Section 2.407.4 (Prohibited Uses) the Map Amendment to cover Parcel 12364000035 and a portion of Parcel 12364000037; said public hearing to be continued to December 15, 2020 at 10:00 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 1st day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/lkl

cc: RPC
RZC (file)
Text Amendment file