

# Resolution

Number 22-0121

Adopted Date January 25, 2022

APPROVE A PAY INCREASE FOR KIMBERLY ADAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Kimberly Adams, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on January 27, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Kimberly Adams' pay increase to \$23.11 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning January 27, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
K. Adams' Personnel File  
OMB-Sue Spencer

# Resolution

Number 22-0122

Adopted Date January 25, 2022

APPROVE A PAY INCREASE FOR JEANNE JOHNSON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Jeanne Johnson, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on January 27, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Jeanne's pay increase to \$27.16 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning January 27, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
J. Johnson's Personnel File  
OMB-Sue Spencer

# Resolution

Number 22-0123

Adopted Date January 25, 2022

APPROVE A ONE TIME PAYMENT FOR STACEY NEWDIGATE, FISCAL COORDINATOR WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Warren County Job and Family Services, Human Services Division has been operating an Emergency Rental Assistance Program from April 2021 through January 2022 with federal funds received from the US Treasury; and

WHEREAS, the director of Warren County Job and Family Services, Human Services Division has requested payment of \$250.00 per month, from April 2021 through January 2022, for a total of \$2,500.00 for Stacey Newdigate, Fiscal Coordinator, as she has taken on the additional fiscal duties of the program, without hiring an additional entity to complete these duties; and

NOW THEREFORE BE IT RESOLVED, to approve a one-time payment of \$2,500.00 for Stacey Newdigate, Fiscal Coordinator within Warren County Job and Family Services, Human Services Division.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services File  
S. Newdigate's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-0124

Adopted Date January 25, 2022

HIRE CANDACE MILLER IN A DUAL ROLE AS ECONOMIC DEVELOPMENT SPECIALIST WITHIN ECONOMIC DEVELOPMENT AND COMMISSIONERS' AIDE WITHIN THE COMMISSIONERS' OFFICE

WHEREAS, the Director of Economic Development has requested to hire Ms. Miller as an Economic Development Specialist with the understanding she will have a dual role and maintain several duties as the Commissioners' Aide; and

NOW THEREFORE BE IT RESOLVED, to hire Candace Miller in a dual role as Economic Development Specialist within Economic Development and Commissioners' Aide within the Commissioners' Office, classified, permanent status, full-time, exempt, Pay Range A, \$2,211.54 bi-weekly, effective pay period beginning January 29, 2022.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file  
Economic Development (file)  
Candace Miller's Personnel file  
OMB-Sue Spencer

# Resolution

Number 22-0125

Adopted Date January 25, 2022

APPROVE PAY INCREASE FOR CLAUDE POWERS, WASTEWATER TREATMENT PLANT OPERATOR I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Powers has obtained his CDL license with the required N endorsement; and

WHEREAS, the Sanitary Engineer has requested Mr. Powers wage to be \$22.71 per hour. as Mr. Powers has a Wastewater Operator One License, fifteen years in wastewater and recently obtained his CDL license; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Claude Powers, Wastewater Treatment Plant Operator I within Warren County Water and Sewer Department, to \$22.71 per hour, effective pay period beginning January 15, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
C. Power's Personnel file  
OMB – Sue Spencer  
Jodi Davis

# Resolution

Number 22-0126

Adopted Date January 25, 2022

## APPROVE REAPPOINTMENT OF MEMBER TO THE WARREN COUNTY EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to reappoint the following member to the Warren County Emergency Communications Board:

Chief Steve Agenbroad, Clearcreek Twp. Fire term to expire 12/31/24

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ll/

cc: Appointments File  
Emergency Services (file)  
Telecommunications – A. Lyons (file)  
Appointees  
L. Lander

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0127

Adopted Date January 25, 2022

APPROVE REAPPOINTMENT OF JEFF HARRIS AS WARREN COUNTY APIARY INSPECTOR

BE IT RESOLVED, to approve the reappointment of Jeff Harris, 210 South George Road, Clarksville, OH 45113, as Warren County's Apiary Inspector; said term to expire December 31, 2022.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Appointments file  
Appointee  
Ohio Dept. of Agriculture

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0128

Adopted Date January 25, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
JANUARY 27, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
January 27, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press



# Resolution

Number 22-0129

Adopted Date January 25, 2022

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN BENEFIT EXCEPTION FORM REQUIRED BY UNITED HEALTHCARE FOR COVERAGE OF A NON- COVERED SERVICE

WHEREAS, at the January 11, 2022 Work Session, the Board authorized specific member coverage of a non-covered service or supply based on medical necessity; and

WHEREAS, coverage of the non-covered service will be subject to the Plan's deductible and co-insurance provisions; and

WHEREAS, in order to process coverage accordingly, United Healthcare requires that a Benefit Exception form be signed and submitted once the non-covered service denies; and

NOW THEREFORE BE IT RESOLVED, in order to expediate a delay to overturn the denied claim and provide coverage, authorize the County Administrator to sign the Benefit Exception form at such time of occurrence.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: United Healthcare  
Horan Assoc  
Benefits File  
Tammy Whitaker, OMB

# Resolution

Number 22-0130

Adopted Date January 25, 2022

ACKNOWLEDGE AND ACCEPT AGREEMENT WITH WEIGHT WATCHERS NORTH AMERICA, INC FOR PROGRAM YEAR EFFECTIVE JANUARY 1, 2022

WHEREAS, effective January 1, 2022 the Board of County Commissioners elected to add coverage for insurance eligible dependents age 18 and over to participate in the Weight Watchers program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Agreement effective January 1, 2022 with Weight Watchers North America that extends program eligibility to insurance eligible dependents age 18 and over; Copy of said agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Weight Watchers North America, Inc.  
Horan Associates  
Benefits File  
Tammy Whitaker, OMB

Effective as of January 1, 2022

Warren County Board of Commissioners  
406 Justice Dr.  
Lebanon, Ohio 45036

Dear Client,

Reference is made to the Health Solutions Agreement between Warren County Board of Commissioners ("Customer") and Weight Watchers North America, Inc., now known as WW North America Holdings, LLC ("WWNA") effective as of January 1, 2021 (the "Agreement").

The parties to the Agreement wish to amend the Agreement as follows. All other terms and conditions of the Agreement shall remain in full force and effect.

1. Addition of dependents (18 or older) to the offerings described in the original agreement.
2. Section 2, is amended to read as follows:

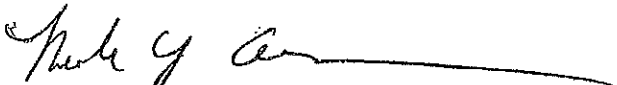
Customer agrees to pay a Fixed Price Fee of \$42,500 per year of the contract. Invoices will be sent to the Customer on a quarterly basis and payments are due within thirty (30) days from the date of the invoice.

The Fixed Price will enable the User to receive a 100% reduced price for Workshops + Digital, and Digital memberships.

Please acknowledge your receipt of this Amendment and your acceptance of these terms by signing below and returning a copy to [wwhsclientsuccess@ww.com](mailto:wwhsclientsuccess@ww.com).

Sincerely,

WW North America Holdings, LLC.

By:   
NICOLE Y. Campagna

Date: December 16, 2021

ACKNOWLEDGED AND AGREED:

Warren County Board of Commissioners

By: 

Date: 1-25-22

FILED '22 RCW  
RECEIVED 0160006

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 22-0131

Adopted Date January 25, 2022

ACKNOWLEDGE POLICY WITH ARCH INSURANCE FOR THE PROVISION OF STOP  
LOSS COVERAGE FOR 2022 RELATIVE TO THE SELF-INSURED WORKERS'  
COMPENSATION PROGRAM

WHEREAS, this Board has elected Stop Loss coverage through Arch Insurance in order to  
mitigate risk relative to the Self-Insured Workers' Compensation program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge policy for period effective January 1,  
2022 through December 31, 2022 by Arch Insurance for Stop Loss coverage relative to the Self-  
Insured Workers' Compensation program.; policy attached hereto.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—Arch Insurance  
OMB File /Workers' Compensation  
Tammy Whitaker, OMB



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

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John Mentz  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

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Regan Shulman  
Secretary



Arch Insurance Group  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311

T: 201.743.4000

F: 201.743.4005

[archinsurance.com](http://archinsurance.com)

**NOTICE TO POLICYHOLDERS WITH REGARD TO PROVIDING  
ANY NOTICE, REPORT OR CLAIM TO US**

All notices, reports or claims you are required to provide to us under this policy should be directed to Arch at the following address:

Arch Insurance Group  
P.O. Box 542033  
Omaha, Nebraska 68154

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Tel: (800) 817-3252

**SPECIFIC EXCESS WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE POLICY**

**DECLARATIONS- OHIO**

**Policy Number:** WCX 0059344 06

<b>Item 1: Named Insured:</b> Warren County Commissioners <b>Address:</b> 406 Justice Drive, Lebanon, OH 45036				
<b>Producer Name:</b> World Risk Management <b>Address:</b> 20 North Orange Avenue, Suite 500, Orlando, FL 32801				
<b>Item 2: Policy Period:</b>	<b>Inception Date:</b>	January 1, 2022	<b>Expiration Date:</b>	January 1, 2023

at 12:01 A.M. Standard Time at your mailing address as shown in Item 1 above.

**Item 3: This insurance applies to the Workers Compensation and Occupational Disease Laws of the following states:** Ohio

**Item 4: Premiums**  
Estimated Total Annual Remuneration: \$ 66,442,264  
Rate per \$100 of Remuneration: .1544  
Deposit Premium: \$ 102,587  
(Terrorism Premium Included In Policy Premium ): \$3,078  
Minimum Premium: \$ 92,328

**Item 5: Your Retained Limit**

Excess Workers Compensation Insurance and Excess Employers Liability Insurance:

Your Retained Limit – Each Accident	\$ 750,000
Your Retained Limit– Disease, Each Employee	\$ 750,000



**Item 6: Our Limit of Liability**

A. Part One – Excess Workers Compensation Insurance:

Our Limit of Liability – Each Accident	\$ Statutory
Our Limit of Liability – Disease, Each Employee	\$ Statutory

B. Part Two – Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident	\$ 1,000,000
Our Limit of Liability - Disease, Each Employee	\$ 1,000,000
Our Limit of Liability - Aggregate	\$ 1,000,000

Policy Forms and Endorsements: See Schedule of Endorsements Forming a Part of this Policy

Authorized Representative:                     *Stephen Cho*                     Date: January 11, 2022



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LOSSES REDEFINED TO INCLUDE ALLOCATED LOSS ADJUSTMENT EXPENSES**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

1. **PART FIVE – DEFINITIONS, E.** "Loss(es)" is deleted in its entirety and replaced by the following:
  - E. "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" include "allocated loss adjustment expenses".
2. **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** is deleted in its entirety.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

**[THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.]**

**OHIO INTENTIONAL ACTS EXCLUSION DELETION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE, D. EXCLUSIONS – PAYMENTS YOU MUST MAKE, Exclusion 5.** is deleted provided that the:

1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
2. Employment is necessary or incidental to work conducted by you in Ohio;
3. "Bodily injury by accident" occurs during the "policy period";
4. Injured employee normally is employed in Ohio; and
5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT  
DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premium during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000 the

United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The additional premium charged for the coverage for Insured Losses under the policy is included in the deposit premium listed in Item 4 of the Declarations Page and is itemized in the Schedule below.

**SCHEDULE**

<b>State</b>	Rate per \$100 of Remuneration
Ohio	.0046

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

00 GL0253 00 (01 21)

Includes copyright material of the National Council on Compensation Insurance, Inc. with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Notice: Your Retained Limit applies to **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE** of this policy.

I. **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE, Section C. Exclusions – Payments You Must Make, Paragraph 1. c.** is deleted in its entirety and replaced by the following:

c. You fail to comply with a health or safety law or regulation; or

II. **PART SIX - YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY** is deleted in its entirety and replaced by the following:

**How Your Retained Limit and Our Limit of Liability Apply**

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** as stated in Items 6 A. of the Declarations Page and for **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensations and Employers Liability, and incidental claims paid under **PART THREE - OTHER STATES INSURANCE** as follows:

1. To one or more employees because of "bodily injury by accident".
2. To any one employee for "bodily injury by disease".

Your Retained Limit and Our Limit of Liability as stated in 1. and 2. above apply to Part One and Part Two of this policy. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

Endorsement Number: 4

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

## OHIO AMENDATORY ENDORSEMENT

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

- III. **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** is deleted in its entirety and replaced by the following:

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim that is excess of Your Retained Limit stated in Item 5 of the Declarations Page.. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We shall not directly or indirectly represent an employer in the settlement, adjudication, determination, allowance, or payment of Workers' Compensation related claims. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

- IV. **PART EIGHT – PREMIUMS, C. Final Premium** is deleted in its entirety and replaced by the following:

### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.

Endorsement Number: 4

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022



## OHIO AMENDATORY ENDORSEMENT

2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by the short rate share which is ninety percent (90%) of the pro rata share of the unearned premium. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.

V. **PART NINE – CONDITIONS, Condition A. Notice of an Accident, paragraph 4** is deleted in its entirety and replaced by the following:

4. For Excess Employers Liability Insurance claims, you must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement claims, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.
  - c. Do nothing after an injury or death occurs that would interfere with our right to recover from others.

VI. **PART NINE – CONDITIONS, Condition J. Action Against Us** is deleted in its entirety and replaced by the following:

We consent to have suit brought against us in an Ohio court; however, there is no right of action against us by any person or organization to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
2. Sue us unless all of this policy's terms have been complied with.

VII. **PART NINE – CONDITIONS, Condition K. Cancellation or Non-Renewal** is deleted and replaced by the following:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. Cancellation of policies in effect for ninety (90) days or less.

If this policy has been in effect for ninety (90) days or less, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation for any other reasons.

Endorsement Number: 4

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

## OHIO AMENDATORY ENDORSEMENT

3. Cancellation of policies in effect for ninety (90) days or more.

If this policy has been in effect for more than ninety (90) days, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation if the reasons for cancellation are as follows:

- a. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted there under;
  - b. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the named insured which increases any hazard insured against;
  - c. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent we could have reasonably have foreseen the change or contemplated the risk in writing the contract;
  - d. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  - e. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
  - f. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
4. If we decide not to renew this policy, an advance written notice of non-renewal will be sent at least thirty (30) days prior to the expiration of the policy. If the notice of non-renewal is mailed less than 30 days prior to the policy expiration date, the policy will remain in effect for 30 days after the notice mailing date, unless the insured notifies us in writing that they accept the renewal as stated.
5. The "policy period" will end on the day and hour stated in the cancellation or non-renewal notice.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 4

Policy Number: WCX 0059344 06

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2022

## **SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### **GENERAL SECTION**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to the Insurance company shown in the Declarations Page.

Other words and phrases that appear in quotation marks have special meaning. Refer to **PART FIVE - DEFINITIONS**.

#### **A. The Policy**

This policy includes at its effective date the Declarations Page, this coverage form and all endorsements and schedules listed. It is a contract between you and us. The terms of this policy may not be changed or waived except by endorsement issued by us to become a part of the policy.

#### **B. Who Is Insured**

You are insured if:

1. You are the employer named in Item 1 of the Declarations Page.
2. The employer named in Item 1 of the Declarations Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, you are an insured, but only in your capacity as an employer of the employees in the partnership or joint venture;
3. You are a subsidiary, division or an affiliated company, as hereafter may be constituted, you are an insured, provided, however, that:
  - a. We are notified in writing within thirty (30) days of your becoming a subsidiary, division or an affiliated company;
  - b. We consent in writing to your being an insured hereunder; and
  - c. At least a 51% majority interest in you is owned or controlled by an employer named in Item 1 of the Declarations Page.
4. You are a business entity over which an employer named in Item 1 of the Declarations Page has day-to-day management control.

#### **C. Qualified Self-Insurer**

By acceptance of this policy, you represent that you are a qualified self-insurer under the "Workers Compensation Law" of each of the "state(s)" listed in Item 3 of the Declarations Page, and that you will continue to maintain such qualifications during the term that this policy is in effect. Your status as a qualified self-insurer is a condition precedent to coverage. If you are not a duly qualified self-insurer at the date the "bodily injury" covered under this policy occurs no coverage will be afforded under this policy. To the extent that we make any payments with respect to the "bodily injury" covered under this policy that occurred when you were not a qualified self-insurer, you will promptly fully reimburse us for such payments.

## **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE**

### **A. How this Insurance Applies**

This Excess Workers Compensation Insurance applies to "bodily injury" provided that the:

1. "Bodily injury by accident" occurs during the "policy period"; and
2. "Bodily injury by disease" must be caused by or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

### **B. We Will Reimburse**

You are responsible for all benefit payments required by "Workers Compensation Law". We will reimburse you for the amount of benefits actually paid by you as a qualified self-insurer under the "Workers Compensation Law", that is excess of Your Retained Limit stated in Item 5 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Payments in excess of any benefits or awards typically provided by the "Workers Compensation Law", including payments required because:
  - a. Of your serious and willful misconduct;
  - b. You knowingly employ an employee in violation of law;
  - c. You fail to comply with a health or safety law or regulation; however, this does not apply to recommendations promulgated by the Joint Commission for Accreditation of Healthcare.
  - d. Of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
2. Payments of fines or penalties imposed for violation of law whether "state" or federal;
3. Payments of any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654), the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law.

You are also responsible for payments arising out of operations:

- a. Which you insure with an Insurance carrier or for which you are required to purchase a Workers Compensation or Employers Liability Policy;
- b. For which you have formally rejected or opted out of any "Workers Compensation Law"; or
- c. For any benefit payments on domestic employment unless required by law.

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**

**A. How This Insurance Applies**

This Excess Employers Liability Insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
2. Employment is necessary or incidental to work conducted by you in a "state" listed in Item 3 of the Declarations Page;
3. "Bodily injury by accident" occurs during the "policy period";
4. Injured employee normally is employed in a "state" listed in Item 3 of the Declarations Page; and
5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

This insurance will only apply if the original suit and any related legal actions for damages for "bodily injury by accident" or "bodily injury by disease" are brought in the United States of America, its territories or possessions or Canada.

**B. We Will Reimburse**

You are responsible for all "loss" payments covered under **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy. We will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page.

The "loss" we will reimburse, where recovery is permitted by law, includes "loss":

1. For care and loss of services;
2. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; and
3. For consequential "bodily injury" to a spouse, child, parent, sister, or brother of the injured employee;

provided that these "losses" are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and

4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**C. Excess Stop Gap Insurance**

If it is determined by the State Workers Compensation Board or the regulatory authority, that any employee of yours, who is reported and declared under the workers compensation law(s) of the state(s) of North Dakota, Ohio, Washington, West Virginia, Wyoming, Puerto Rico, any territories or possessions of the United States, and any of the provinces of Canada, sustains "bodily injury by accident" or "bodily injury by disease" in the course of his/her employment by you, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then we will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page. You are responsible for all "loss" payments covered under **Excess Stop Gap Insurance**.

In addition to the Exclusions – Payments You Must Make described in D. below, this insurance shall not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any premium assessment, penalty, fine or other obligation imposed by any workers compensation law;
2. "Bodily injury" suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years, regardless of such law;
3. "Bodily injury" suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which the premium for this policy is based; or
4. Any claim for "bodily injury" with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with, the provisions of the workers compensation law or laws of the states named above.

**D. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Liability assumed by any contract or agreement;
2. Punitive or exemplary damages and fines arising out of:
  - a. Any "bodily injury" to any employee employed in violation of the law; or
  - b. Any "bodily injury" intentionally caused or aggravated by you;
3. For which insurance liability is prohibited by law, or is contrary to public policy;
4. "Bodily injury" to an employee employed in violation of the law with your actual knowledge or acquiescence;
5. "Bodily injury" intentionally caused or aggravated by you;

6. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
7. "Bodily injury" occurring outside the United States of America, its territories or possessions and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.
8. Any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers' Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law;
9. For which you have formally rejected or opted out of any "Workers Compensation Law";
10. Arising out of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
11. Fines or penalties imposed for violation of law whether "state" or federal; or
12. "Bodily injury" arising out of termination of employment.

### **PART THREE – OTHER STATES INSURANCE**

If you begin work after the effective date of this policy in any state, any territory or possession of the United States or any province of Canada, for which you are not insured, or are not a qualified self-insured for such work, this insurance will apply as though that state were listed in Item 3 of the Declarations Page, and will apply in excess of Your Retained Limit listed in Item 5 of the Declarations Page, but only if you notify us in writing within ninety (90) days from the date you begin such work.

Moreover, the coverage provided under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** includes "loss" paid by you as required by the workers or workmen's compensation law of a "state" not listed in Item 3 of the Declarations Page provided the:

1. Injured employee was working within the scope of his employment, at your direction;
2. Injured employee was regularly employed in a "state" listed in Item 3 of the Declarations Page;
3. Work in the other "state" was incidental to work in a "state" listed in Item 3 of the Declarations Page; and
4. Work in the other "state" was temporary and transitory.

## **PART FOUR - VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

### **A. How This Insurance Applies**

This insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" must be sustained by an employee included in the group of employees described in Item 3 of the Declarations Page.
2. "Bodily injury" must arise out of and in the course of employment necessary or incidental to work in a "state" listed in Item 3 of the Declarations Page.
3. "Bodily injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. "Bodily injury by accident" must occur during the "policy period".
5. "Bodily injury by disease" must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

### **B. We Will Reimburse**

We will reimburse you for the amount equal to the benefit that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your employee(s) described in Item 3 of the Declarations Page were subject to the "Workers Compensation Laws" of the state(s) of employment listed in Item 3 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions -- Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
2. "Bodily injury" intentionally caused or aggravated by you.

### **D. Our Reimbursement**

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us the claimant's right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.



**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies to "bodily injury" provided under this Part as though the "state" of employment were shown in Item 3, subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

**PART FIVE – DEFINITIONS**

**A.** "Allocated loss adjustment expenses" means the following costs which can be directly allocated to a particular claim:

1. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling "losses". These expenses include:
  - a. Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, pharmacy charges, medical equipment charges, medical or vocational rehabilitation vendor bills or physical therapy bills.
  - b. Hospital and other treatment utilization reviews.
  - c. Preferred provider network expenses.
  - d. Medical fee review panel expenses.
2. Fees of attorney or authorized representatives where permitted for legal services.
3. Court, Alternative Dispute Resolution and other specific items of expense such as:
  - a. Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
  - b. Autopsy;
  - c. Witnesses and summonses;
  - d. Copies of documents and records such as birth and death certificates, and medical treatment records;
  - e. Arbitration fees;
  - f. Surveillance;
  - g. Interest as required by law on awards or judgments; and
  - h. Appeal bonds costs and appeal filing fees.

4. Expenses which are not defined as "losses" and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

However, "allocated loss adjustment expenses" do not include:

1. Salaries, overhead and traveling expenses of your employees or employees of any claim service company, except for employees while doing activities previously listed as "allocated loss adjustment expenses."
  2. Fees paid to independent claims professionals or attorneys (hired to perform the functions of claim investigation usually handled by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including the evaluation and settlement of covered claims.
  3. Expenses which are identified as either an indemnity or medical loss.
- B.** "Bodily injury" means "bodily injury by accident" and "bodily injury by disease".
- C.** "Bodily injury by accident" means an event or circumstance, other than "bodily injury by disease", which is unexpected and unintended from your standpoint and results in injury or impairment to bodily or mental function. The contraction of disease is not an accident within the meaning of the word accident in the term "bodily injury by accident" and only such disease as results directly from "bodily injury by accident" is included within the term "bodily injury by accident". "Bodily injury by accident" includes resulting death. With respect to **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**, assault and battery shall be deemed an accident unless committed by or at your direction.
- D.** "Bodily injury by disease" means an illness or sickness, other than "bodily injury by accident", resulting in injury or impairment to the body or mental functions. "Bodily injury by disease" includes resulting death. The term "bodily injury by disease" is not included within the term "bodily injury by accident".
- E.** "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" does not include "allocated loss adjustment expenses".
- F.** "Policy period" means the period shown in the Declarations Page. This policy will remain in full effect during the period, unless cancelled as provided in **PART NINE - CONDITIONS**, Condition K. of this policy.
- G.** "State(s)" means any state(s) of the United States of America and the District of Columbia.
- H.** "Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page. "Workers Compensation Law" includes any amendments of that law which are in effect during the "policy period". "Workers Compensation Law" does not include provisions of any law that provides non-occupational disability benefits.

## **PART SIX -YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY**

### **How Your Retained Limit and Our Limit of Liability Apply**

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** as stated in Items 6 A. of the Declarations Page and for **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensation and Employers Liability, and incidental claims paid under **PART THREE - OTHER STATES INSURANCE** as follows:

1. To one or more employees because of "bodily injury by accident".
2. To any one employee for "bodily injury by disease".

Our Limit of Liability as stated in 1. and 2. above apply separately to **PART ONE** and **PART TWO** of this policy.

Your Retained Limit as stated in 1. and 2. above applies to **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of this policy combined. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

## **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES**

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are included in and are not in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

## PART EIGHT – PREMIUMS

### A. Premium

The premium listed in Item 4 of the Declarations Page is due and payable on the effective date of the policy or as identified in a premium payment schedule that has been agreed to by you and us. This premium is an estimated premium and it is subject to adjustment, according to the terms of a premium schedule, agreement, or other endorsement attached to this policy. You will pay the premium even if part or all of a "Workers Compensation Law" is not valid.

### B. Deposit Premium

At the beginning of the "policy period" you must pay us the deposit premium shown in Item 4 of the Declarations Page. At the end of the "policy period":

1. You will owe us the amount by which the final premium is greater than the deposit premium; or
2. We will owe you the amount by which the deposit premium is greater than the final premium; but in any event, we shall retain the policy Minimum Premium as stated in Item 4 of the Declarations Page.

### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final Premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.

## **PART NINE – CONDITIONS**

### **A. Notice of an Accident**

1. You must give us written notice as soon as possible if an injury to your employee occurs involving:
  - a. Quadriplegia;
  - b. Paraplegia;
  - c. A fatality;
  - d. A major extremity or multiple minor extremity amputation;
  - e. Partial or total blindness;
  - f. Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
  - g. Asbestosis, mesothelioma, silicosis or any other such disease or condition.
  - h. Second or third degree burns over 25 percent or more of the body;
  - i. Any disability where it appears reasonably likely that there will be a disability greater than one year.
  - j. Any accident which causes serious injury to two or more employees.
2. You must also give us prompt written notice if any of the following occurs:
  - a. Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
  - b. Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
  - c. A claim is re-opened in which further award might involve Our Limit of Liability.
3. Notice should include all notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.
4. You must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.

- c. Do nothing after an injury or death occurs that would interfere with our right to recover from others.

**B. Loss Payable**

We will reimburse you the amount of "loss" in excess of Your Retained Limit for which we may be liable under this policy. We will reimburse you at such time as:

1. Under **PART ONE**, you shall become legally obligated to pay a "loss" and have paid that part of such "loss" which falls within Your Retained Limit.
2. Under **PART TWO**, you have become legally obligated to pay a "loss" as a result of any settlement or judgment, and have paid that part of such "loss" which falls within Your Retained Limit.

**C. Appeals**

If you or any other insurer elects to appeal a judgment or award, we will not pay any costs or interests incidental to the appeal. We have the right to pursue an appeal at our own cost and expense. If we decide to appeal, our liability on such an award or judgment will not exceed Our Limit of Liability in Item 6 of the Declarations Page, plus the costs, disbursement and interest related to such appeal. Regardless of who elects to appeal, any amounts recovered will be applied as follows:

1. First, to our costs and expenses in pursuing the appeal;
2. Second, to reimburse any interest (including your interest) that may have paid any amounts in excess of our liability under the policy;
3. Then, to reimburse us for all amounts paid under the policy, and
4. Lastly, to reimburse all other interest (including your interest), with respect to the residual, if any.

**D. Subrogation – Recovery From Others**

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery and the rights of recovery of any person entitled to benefits under this policy against any person or organization. You must do nothing after a "bodily injury" to impair these rights. At our request you will bring suit or transfer those rights to us and help us enforce them. Regardless of who recovers, the amount of recovery will be applied as follows:

1. First, to reimburse any interests, (including your interest) that may have paid any amounts in excess of Our Limit of Liability on this policy.
2. Then to reimburse us for all amounts paid under the policy.
3. Finally, the remainder, if any, to reimburse all other interests (including your interest).

When we have elected to participate in the exercise of your right of recovery, reasonable expenses that result will be apportioned among all interests in the ratio of their respective recoveries.

If there should be no recovery as a result of proceedings brought solely at our request, we will bear the entire expense of such proceedings.

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "bodily injury" covered under this policy, we hereby agree to also waive our right of recovery but only with respect to such "loss".

**E. Inspection**

We have the right, but no obligation, to inspect your operations and workplaces. These inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions found during these inspections. While these may help reduce "losses", we do not undertake to perform the duty of any person to provide for the health and safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with the regulations, laws, codes, or standards.

**F. Records and Audits**

1. You must keep records of information needed to compute premium. You will provide any copies of these records upon demand by us.
2. We have the right, but not obligation, to examine or audit all of your records that relate to this policy. These records include ledgers, journals, vouchers, contracts, tax reports, payroll and disbursement records. This includes any programs for the storing and retrieving of the data contained by these aforementioned records. Information developed by the audit will be used to determine final premium.
3. We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

**G. Bankruptcy or Insolvency**

Your default or bankruptcy will not relieve us of our duties under this insurance after an injury has occurred. After Your Retained Limit has been satisfied, payments due under this policy will be made as if you had not become bankrupt or insolvent. In no case will these payments exceed either Our Limit of Liability or Our Limits of Liability – Aggregate as set forth in the Declarations.

**H. Assignment**

An assignment of your rights or duties under this policy will not be valid without our express written consent.

**I. Sole Representative**

The insured first named in Item 1 of the Declarations Page is authorized to act on behalf of all insureds under this policy with respect to the giving or receiving notice of cancellation, receiving refunds, and agreeing to any changes in this policy.

**J. Action Against Us**

There is no right of action against us by any person or organization to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
2. Sue us unless all of this policy's terms have been complied with.

**K. Cancellation or Non-Renewal**

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The "policy period" will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.
5. If we choose not to renew we will provide you with thirty (30) days advance notice prior to the effective date of non-renewal.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**L. Responsibility for Your Retained Limit**

This insurance will not take the place of your obligation to pay any amount within the applicable retained limit, whether or not such obligation becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency.

The entire risk of such invalidity, suspension, unenforceability or uncollectability is retained by you and your obligees, not by us.

**M. Representation**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based on the representations you made to us; and
3. We have issued this policy in reliance upon your representation.

**N. Cooperation**

You shall give us such information and cooperation as we may reasonably require.

**O. Other Insurance**

If any other excess insurance, reinsurance or indemnity exists protecting you against "loss" covered by this policy, the insurance afforded by this policy shall apply in excess of such other excess insurance, reinsurance or indemnity.



# Resolution

Number 22-0132

Adopted Date January 25, 2022

ACKNOWLEDGE AND ACCEPT THE SUMMARY PLAN DESCRIPTION (SPD) BY DENTAL CARE PLUS RELATIVE THE DENTAL CARE PROGRAM EFFECTIVE JANUARY 1, 2022

WHEREAS, effective January 1, 2022, the Board of County Commissioners elected to maintain administrative services with Dental Care Plus, and to adopt the DentaSelect Plus (DSP) Preferred Provider Organization plan; and

WHEREAS, Dental Care Plus has provided a Summary Plan Description (SPD) relative to the DentaSelect Plus plan that requires acceptance; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Summary Plan Description (SPD) with Dental Care Plus relative to the DentaSelect Plus plan; SPD and Sign-Off Sheet attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

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

Dental Care Plus, Inc.  
Summary Plan Description  
Plan Administrator Sign-off Sheet

**Group Name:** Warren County Commissioners

**Group Number:** 081116

I, the undersigned, being the appropriate person at Warren County Commissioners with the authority to sign this document, do acknowledge receipt of the attached Summary Plan Description (SPD) for Warren County Employee Healthcare Plan offered through the administrative services of Dental Care Plus.

I agree that the attached SPD is an accurate description of Warren County Employee Healthcare Plan and approve this language effective 1/1/2022.

I further agree that the attached SPD is an important legal instrument with legal and tax implications. I understand that Dental Care Plus, Inc. does not provide legal and tax advice to Warren County Commissioners and Warren County Commissioners is urged to consult with its own attorney with regard to the acceptance of this SPD.

Tom Grossmann  
Printed name of Plan Administrator/Representative

  
Signature of Plan Administrator/Representative

1-25-22  
Date

**The Dental Care**   
**PLUS GROUP**

A DentaQuest Company

**Summary**  
**Plan Description**  
**For**  
**Warren County Commissioners**

**NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS.**

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## INTRODUCTION

Warren County Commissioners is pleased to present its self-insured DentaSelect Plus dental Plan. As Members of the Plan, You and Your eligible dependents are entitled to access providers who participate in the DentaSelect Plus (DSP) Preferred Provider Organization which is a network of dentists offered by the Dental Care Plus Group. The Plan, as described in this booklet, became effective January 1, 2022, and provides dental coverage for You and Your eligible dependents. It is very important that You read this booklet so that You become familiar with Your benefits and how to use them.

This document outlines eligibility requirements, services covered and Plan limits as well as how to file a claim and how to find an answer when You have a question.

We recommend that You use this booklet as Your first source of reference when You have questions about the Plan, Your benefits, and Your rights. If You have questions that don't appear to be covered in this booklet, please do not hesitate to contact the Claims Administrator, DCP Holding Company, which is part of The Dental Care Plus Group. DCP Holding Company keeps records of individual Plan Participants and supervises the administration of the Plan. The address of The Dental Care Plus Group and DCP Holding Company is listed on the back cover. When communicating with DCP Holding Company, be sure to indicate that Your Plan is a DentaSelect Plus Plan.

## SECTION 1 - PLAN DEFINITIONS

**Accidental Injury** - an accidental physical injury to the body caused by unexpected means that does not arise out of or in the course of employment.

**Actively at Work** - an Employee, as hired by the Employer, working full-time, and paid regular earnings (temporary or seasonal employment is excluded) for a specific task or set of responsibilities.

This includes:

- working a specified number of hours each week, and
- working at the Employer's usual place of business or at a location to which Your Employer's business requires You to travel.

An Employee who does not complete his/her work assignments due to leave of absence, Disability, strike, or layoff is not Actively at Work.

**Allowable Expense** - the maximum allowable amount that the Plan establishes for a Covered Dental Service. The Plan will pay based on the lesser of the actual billed charge or the Allowable Expense, subject to the coverage levels referenced in the Schedule of Benefits. If services are obtained from an Out-of-Network Provider, the Member is responsible for payment to the Dentist for the difference between the Dentist's actual charge and the Allowable Expense.

**Annual Maximum Benefit** - the maximum amount payable under the Plan for Covered Dental Services received by a Member in a Benefit Year.

**Benefit Year (Calendar Year)** - the calendar year begins January 1 and ends December 31st.

**Claims Administrator** - DCP Holding Company (which is part of The Dental Care Plus Group), the organization designated by the Employer to administer claims for the Plan.

**Company** - Warren County Commissioners.

**Copayment** - the amount which the Member is required to pay for certain dental services covered under the Plan. Copayments may be a fixed dollar amount or a percentage of the Allowable Expense. The Member is responsible for payment of the Copayment directly to the Dentist. See Schedule of Benefits for Copayment levels.

**Covered Dental Services / Covered Services** - services which are covered under the Plan and for which the Plan will pay part or all of the Allowable Expense. Covered Dental Services are described in the Covered Dental Services section of this Summary Plan Description. Covered Dental Services does not include services that exceed any Plan limitations or maximum benefit levels.

**Covered Dependent** - a spouse or Dependent Child who is eligible for coverage

and enrolled under the Plan.

***Deductible*** - the amount which the Member is required to pay for Covered Dental Services before benefits are paid under the Plan. The Deductible amount is shown in the Schedule of Benefits.

***DentaSelect Plus (DSP)*** – the name used by The Dental Care Plus Group to describe the package of administrative services The Dental Care Plus Group provides to the Plan, including claims administration by DCP Holding Company (which is part of The Dental Care Plus Group), and access to the DentaSelect Plus Preferred Provider Organization (PPO).

***Dentist*** - a person who is a legally licensed Doctor of Dental Surgery, dental medicine, or dental science in the state where services are rendered and who is acting within the scope of that license.

***Disability*** - the inability of an Employee (because of injury or illness) to perform the material duties pertaining to his/her employment with the Employer. Disability of a Covered Dependent is the inability (because of injury or illness) to perform all regular and customary activities usual to that Covered Dependent's age and family status. An Employee or Covered Dependent is not considered to be suffering from a Disability if he/she is performing any work or engaging in any occupation or employment for wage or profit, unless related to rehabilitation.

***Emergency*** - a dental condition characterized by the sudden onset of acute symptoms of sufficient severity that the absence of immediate dental attention could reasonably result in:

- permanently placing the Member's health in jeopardy;
- causing other serious dental or health consequences; or
- causing serious impairment of dental function.

***Employer*** – Warren County Commissioners, its subsidiaries, and the affiliated businesses that are designated by Warren County Commissioners as participating Employers in the Plan as well as any other businesses that are designated by Warren County Commissioners as participating Employers in the Plan.

***Experimental*** - any care, procedure, treatment protocol, or technology that is not widely accepted as safe, effective, and appropriate for the treatment of injury or sickness throughout the recognized medical profession and established medical societies in the United States; or is in the research or investigational stage or conducted as part of research protocol; or has not been proven by statistically significant randomized clinical trials to establish increased survival or improvement in the quality of life over other conventional therapies. This also includes drugs, tests, and technology that the Food and Drug Administration has not approved for general use; that which is considered Experimental; that which is for investigational use; or that which is approved for a specific medical



condition but applied to another condition.

**Family Dependent** - means a spouse or Dependent Child of a Subscriber who is enrolled in the Plan and eligible for coverage under the Plan. See Eligibility Information for specific guidelines regarding eligibility.

**Immediate Family** - means a person who is related to a Member in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother and stepsister), or child.

**In-Network Provider** - means a Dentist who is part of the DentaSelect Plus Preferred Provider Organization and who has entered into an agreement with The Dental Care Plus Group, either directly or through an affiliate or a subcontracted vendor, to provide Covered Dental Services to Members.

**Injury** - an accidental physical injury to the body caused by unexpected external means which does not arise out of or in the course of employment. All injuries sustained in connection with one accident are considered to be one injury. The term "injury" does not include disease or infection, except pyogenic infection occurring through an accidental cut or wound.

**Lifetime Maximum Benefit** - the maximum amount payable under the Plan for Covered Dental Services received by a Member during the Member's lifetime.

**Medically Necessary/Medical Necessity** - means that the treatment, services, or supplies received by a Member are determined to be:

1. appropriate and necessary for the symptoms, diagnosis, or direct care and treatment of the Member's condition.
2. within the standards the organized dental community deems good dental practice for the Member's condition.
3. not primarily for the convenience of the Member, the Member's Dentist or another person or provider.
4. not investigational or unproven, as recognized by the organized dental community, or which are used for any type of research program or protocol; and
5. not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment.

The fact that a Dentist may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make the treatment Medically Necessary or the make the charge a Covered Dental Service under the Plan.

**Member** - means the Subscriber and Family Dependents enrolled in the Plan who are eligible to receive Covered Dental Services under the Plan.

**Military Service** - includes service in the Army, Navy, Air Force, Marine Corps, Coast Guard, or any other recognized branch of service, pertaining to the

military of any country.

***Out-Of-Network Provider*** - means a Dentist who is not part of the DentaSelect Plus Preferred Provider Organization and who has not entered into an agreement with The Dental Care Plus Group, either directly or through an affiliate or a subcontracted vendor.

***Placed for Adoption*** - means the assumption or retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a person terminates upon the termination of that legal obligation.

***Plan*** – Warren County Employee Healthcare Plan and its Schedule of Benefits as amended from time to time.

***Plan Administrator*** – Warren County Commissioners. The Plan Administrator has the discretionary authority to interpret the Plan including those provisions relating to eligibility and benefit determination. The Plan Administrator's interpretations and determinations are final and binding.

***Plan Document*** - the legal document governing the administration and interpretation of the Warren County Employee Healthcare Plan.

***Plan Participant*** - see Member and Subscriber definitions.

***Plan Sponsor*** – Warren County Commissioners.

***Plan Year*** - the 12-consecutive month period that ends on December 31.

***Subscriber, Employee, You, Your*** - means any Employee, eligible by virtue of employment and proper enrollment, to receive Covered Dental Services under the Plan.

***Total Disability*** - a person's complete inability to perform any and every duty of his/her occupation or any other work or employment for wage or profit, or his/her Covered Dependent's complete inability to perform the normal activities of a person of his/her age and sex in good health.

***Work In Progress*** - services or procedures started prior to the effective date of the coverage, with the exception of orthodontia if covered by the Plan. Prosthetic devices and crowns will not be covered if impressions are taken before the effective date of coverage. If final impressions were taken while coverage is in effect, but the prosthetic device or crown is installed more than thirty (30) days after coverage terminates, then charges for the prosthetic device or crown will not be covered.

## SECTION 2 - ELIGIBILITY INFORMATION

Eligible Family Dependents are a Subscriber's legally married spouse and Dependent Children, as defined below.

Under the Plan, Your eligible Family Dependents are defined as:

- Your legally married spouse
- Your or Your legally married spouse's Dependent Children defined as:
  - Biological child(ren)
  - Child(ren) named in a divorce decree or Qualified Medical Child Support Order as being the responsibility of the Subscriber for dental benefits coverage.
  - Legally adopted child(ren), foster child(ren), or child(ren) for which You have legal custody.
  - Child(ren) who have been Placed for Adoption with You if legal adoption is anticipated but not yet finalized.
  - Child(ren) of any age who are incapable of self-support because of permanent mental or physical Disability, if the mental or physical Disability occurred before attainment of age 26. The Subscriber must principally support the disabled Dependent Child and proof of the permanent Disability must be submitted to the Claims Administrator.

Dependent Children (who are not disabled) can be covered until the end of the month in which they attain age 26, regardless of financial dependency, residency, student status or marital status.

Coverage for Dependent Children does not include coverage for such Dependent Child's spouse or children

In no event shall the term Family Dependent include (a) a spouse or child on active duty in any Military Service of any country, (b) a child who is eligible for coverage under the Plan as a Subscriber.

### **SECTION 3 - ENROLLMENT AND EFFECTIVE DATE OF INDIVIDUAL COVERAGE**

#### ***Enrollment***

An eligible Employee may enroll himself or herself and any Family Dependent during the initial eligibility period by following the Employer's enrollment procedures. A newly acquired Family Dependent is eligible to enroll in the Plan for a period of thirty-one (31) days beginning on the date he becomes a Family Dependent.

The Employer shall notify the Claims Administrator in writing of any enrollments, terminations, or changes in the coverage classification of any Member. The time period of notification cannot exceed thirty-one (31) days following the effective dates of such changes.

#### ***Effective Date of Coverage***

The coverage of a Member shall become effective on the date the Plan takes effect, or as otherwise specified in the Employer's application.

Unless otherwise provided by the Plan, a Subscriber not Actively at Work (except while on paid vacation or unpaid leave under FMLA) on the date the Plan takes effect, shall have his coverage become effective on the date of his return to active work.

In no event shall a Family Dependent of any Subscriber be covered under this Plan until the Subscriber's coverage becomes effective.

#### ***Changes in Plan Coverage***

You can change Your level of coverage before the next annual enrollment period if You experience a change in Your family status. If You experience a change in family status and wish to change Your level of coverage, You must submit written notification to the Employer within 31-days\* of Your change in family status. The Plan reserves the right to require the applicant to submit proof of any change of status. The following are examples of qualifying events for a change in family status:

- marriage
- divorce
- birth or adoption of a Dependent Child
- death of a Family Dependent
- loss of Your spouse's employment
- employment of Your spouse
- You are called to active military duty and obtain a military leave of absence
- You change from full-time status to part-time status or vice versa
- You change from active status to an unpaid leave of absence

- Your spouse's change from full-time status to part-time status or vice versa
- Your spouse's change from active status to an unpaid leave of absence
- a spouse's change in employment that significantly changes Your spouse's or Your own dental care coverage

\* The 31-day notification period is waived if court/administrative ordered coverage is required for a Dependent Child. This waiver applies when written notification/enrollment is made by either the Subscriber or other parent. The Dependent Child's coverage will not be terminated unless the Subscriber's coverage is terminated, the court/administrative order has expired, or other comparable coverage is in effect.

## SECTION 4 – ACCESSING BENEFITS

### Identification Card

You will be issued Identification Card(s) which will list the names of all enrolled Family Dependents and which will indicate You are covered under a DentaSelect Plus Plan. The Identification Card should be presented whenever dental services are being received. This will assist in assuring that bills for Covered Dental Services are sent directly to the Claims Administrator.

### Preferred Provider Organizations (PPO)

Your coverage under the Plan includes access to the DentaSelect Plus Preferred Provider Organization (PPO). A Member is free to obtain dental care from the Dentist of his or her choice, but the Member's out-of-pocket expenses may be less in the case of treatment received from a Dentist who participates in the DentaSelect Plus PPO (referred to as an In-Network Provider). The percentage payable for Covered Dental Services is shown in the Schedule of Benefits. Services rendered to a Member by an In-Network or an Out-of-Network Provider are paid under the Plan as shown in the Schedule of Benefits. A complete list of Dentists who participate in the DentaSelect Plus PPO is available on The Dental Care Plus Group website at [www.dentalcareplus.com](http://www.dentalcareplus.com).

Covered Dental Services incurred in the event of an Emergency, regardless as to whether or not the Dentist is an In-Network or Out-of-Network Provider, shall be paid in accordance with the Schedule of Benefits, without further deductions, subject to all Plan maximums, limitations, conditions, and exclusions.

The Dental Care Plus Group does not make any representation or warranty as to the medical competence or ability of an In-Network Provider or an Out-of-Network Provider or to their respective staff or Dentists. The Dental Care Plus Group shall not have any liability or responsibility, either direct, indirect, vicarious, or otherwise, for any actions or inactions, whether negligent or otherwise, of the In-Network Provider or Out-of-Network Provider, their staff, or Dentists.

## SECTION 5 – BENEFIT PROVISIONS

### Allowable Expenses

Allowable Expense is the maximum allowable amount for a Covered Dental Service. The Plan will pay based on the lesser of the actual billed charge or the Allowable Expense subject to the payment levels referenced in the Schedule of Benefits.

When Covered Services are obtained from an In-Network Provider, the Member is not responsible for the difference between the Dentist's actual charge and the Allowable Expense.

When Covered Services are obtained from an Out-of-Network Provider, the Member is responsible for payment to the Dentist for the difference between the Dentist's actual charge and the Allowable Expense.

The Member is responsible for payment of the following, regardless of whether services were obtained from an In-Network Provider or an Out-of-Network Provider:

- Copayments.
- Deductible amounts; and
- Any amount in excess of Annual or Lifetime Maximum Benefit levels.

### Copayment and Maximum Benefits

Copayments are amounts that are directly payable by a Member to the Dentist for Covered Dental Services. Your Plan may also have an Annual or Lifetime Maximum Benefit level, after which no benefits are paid by the Plan. You are responsible for payment to the Dentist of any amount in excess of Annual or Lifetime Benefit levels. See the Schedule of Benefits for Copayment and Annual and Lifetime Maximum Benefit levels.

### Deductible Provision

Your Deductible is per covered Member, per Benefit Year. The Deductible amount is identified in the Schedule of Benefits. Your Deductible is calculated on the Allowable Expense for Covered Services received by a Member. If the Dentist's actual charge for a Covered Service is greater than the Allowable Expense, the difference between the Dentist's actual charge and the Allowable Expense will not be counted toward Your Deductible.

After You pay the Deductible, the Plan pays a portion of the remaining Allowable Expenses up to the specified maximum(s). You pay for the balance of the Allowable Expense, which is Your Copayment.

### **Deductible Carryover**

Any Allowable Expenses incurred in the last three months of the Benefit Year which were applied toward the Deductible, may be carried forward and applied against the Deductible for the next following Benefit Year.

### **Financial Obligation for Non-Covered Services**

The Member is responsible for payment to the Dentist for any service that is not covered by the Plan. Non-covered services include (but are not limited to) the following:

- any service specifically listed as an exclusion of the Plan in this Summary Plan Description.
- any service not covered by the Plan due to a specified limitation of the Plan. For examples of such limitations, please see the Covered Dental Services section of this Summary Plan Description.
- any service that is denied because a Member has exceeded the Annual or Lifetime Maximum Benefits payable under the Plan. See the Schedule of Benefits for the Annual and Lifetime Maximum Benefit levels of Your Plan.

### **Alternative Benefit Policy**

Many dental conditions can be treated in more than one way. The Plan has an "alternative benefit policy" which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If two or more alternative treatments are both covered under the Plan, and You choose a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the covered treatment which provides professionally satisfactory results at the most cost-effective level. The Member will pay the difference in cost.



**SECTION 6 – SCHEDULE OF BENEFITS**

**Benefit Plan Number:** .....1341

**Benefit Year:** ..... The 12-month period beginning January 1st and ending December 31st (calendar year)

**Annual Maximum**

**Benefit:** ..... \$1000

**Orthodontic Lifetime**

**Maximum Benefit:** ..... \$2400  
 Limited to dependent children under age 19.

**Deductible:** ..... \$50 per individual, per Benefit Year

The Deductible applies to Basic and Major Benefits only.

Covered Dental Services	In-Network		Out-of-Network	
	<i>Percent of Allowable Expense Paid by the Plan</i>	<i>Member Copayment</i>	<i>Percent of Allowable Expense Paid by the Plan</i>	<i>Member Copayment</i>
Preventive Benefits	100%	None	100%	None
Basic Benefits	80%	20%	80%	20%
Major Benefits	50%	50%	50%	50%
Orthodontic Benefits	60%	40%	60%	40%

## SECTION 7 - COVERED DENTAL SERVICES

All payments made by the Plan for Preventive, Basic, and Major services will apply to the Annual Maximum Benefit level referenced in the Schedule of Benefits. The Plan will pay for Covered Services provided by a Dentist licensed to provide such services in the state or territory where the Covered Services are being provided.

### Preventive Benefits

#### *Preventive & Diagnostic Services*

Routine oral examinations.....	limited to two visits each year
Prophylaxis (cleaning) .....	limited to two each year
Topical application of fluoride.....	limited to two treatments each year to children under age 18
Bitewing x-rays.....	limited to one set each year
Vertical Bitewing x-rays .....	limited to once every three years (7 - 8 films)
Periapical x-rays .....	limited to 5 films per year
Full mouth x-rays.....	limited to once every three years (complete series or panoramic)

#### *Emergency Services*

Emergency/limited oral examinations  
Emergency palliative treatment

### Basic Benefits

#### *Diagnostic Services*

Referral consultations and examinations performed by a specialist.  
Office visit after hours ..... for emergencies only  
Extraoral x-rays

#### *Sealants & Preventive Resin Restorations*

Permanent molar teeth only.....	limited to children under 15 years of age and once every five years per tooth
---------------------------------	---

*Space Maintainers*

Space maintainer – fixed,  
unilateral ..... limited to children under 19  
years of age

Distal shoe space maintainer --  
fixed, unilateral ..... limited to children under 8  
years of age

*Oral Surgery (Includes local anesthesia and routine postoperative care)*

Extractions

Simple single tooth extractions

Root removal - exposed roots

Surgical Extractions

Removal of an erupted tooth (uncomplicated)

Other Oral Surgery

Incision and drainage of abscess

Biopsy and examination

General anesthesia or intravenous  
sedation..... only when necessary and provided  
in connection with oral surgery

*Periodontic Services (Includes local anesthesia and routine postoperative care)*

Emergency treatment (periodontal abscess, acute periodontitis, etc.)

Periodontal scaling and root  
planing..... limited to four quadrants each  
year, as a definitive treatment  
when pocket depths of at least  
4mm are demonstrated.

Scaling in presence of generalized  
moderate or severe gingival  
inflammation ..... limited to once in a 24 month  
period when clinical  
documentation demonstrates that  
30% or more of teeth are involved

Surgical periodontics  
(including post-surgical visits)..... limited to two additional recalls  
in the first year following com-  
plex surgery

Gingivectomy  
Osseous and muco-gingival surgery  
Gingival grafting  
Guided tissue regeneration  
Periodontal maintenance procedure..... limited to two each year follow-  
ing a history of periodontal  
disease.

*Endodontic Services (Includes local anesthesia and routine postoperative care)*

Root canal therapy, traditional  
Retreatment of previous root canal..... must be at least three years  
following previous root canal  
treatment on the same tooth

Recalcification and apexification

*Restorative Services (Includes local anesthesia. Multiple restorations on a  
single surface will be considered as a single restoration.)*

Restorations  
(amalgam, composite and  
sedative fillings)..... limited to once every two years  
per tooth (same surfaces only)

Pins-pin retention as part of restoration when used instead of gold or crown  
restoration

Stainless steel crowns when tooth cannot be adequately restored with filling  
material

Recementation of inlays, onlays, crowns, bridges, and space maintainers

Repairs to crowns and bridges

*Prosthodontic Services*

Full and partial denture repairs

Repair broken, complete or partial dentures. Replacement of broken teeth on  
complete or partial denture. Additions to partial dentures to replace extracted  
natural teeth.

**Major Benefits**

*Oral Surgery (Includes local anesthesia & routine postoperative care)*

Surgical Extractions

- Removal of impacted tooth - soft tissue
- Removal of impacted tooth - partially bony
- Removal of impacted tooth - completely bony
- Removal of impacted tooth - completely bony, with complications
- Surgical removal of residual roots

Pre-Prosthetic oral surgery

Alveoloplasty and vestibuloplasty

*Restorative Services (Gold restorations and crowns are covered only as treatment for decay or traumatic injury and only when teeth cannot be restored with a filling material or when the tooth is an abutment to a covered partial denture or fixed bridge.)*

Inlays, onlays, crowns, and

post & cores..... limited to once in five years on same tooth

*Prosthetic Services*

Fixed bridge..... limited to one original or replacement prosthesis every five years

Complete upper or lower denture ..... limited to one original or replacement prosthesis every five years

Partial upper or lower denture..... limited to one original or replacement prosthesis every five years

Relining and rebasing ..... limited to once every three years

*Implant Services*

Implants ..... limited to one original or replacement implant every five years (per tooth)

Implant abutments..... limited to one original or replacement implant abutment every five years (per tooth)

Implant and abutment ..... limited to one original or replacement prosthesis every five years (per tooth)  
supported crowns, bridges  
and dentures

**Orthodontic Benefits**

**Orthodontic Benefits may not be covered under Your Plan. Please refer to the Schedule of Benefits to determine whether Orthodontic Benefits are covered under Your Plan.**

Orthodontic Treatment may be subject to a Lifetime Maximum Benefit. Refer to the Schedule of Benefits for the Lifetime Maximum Benefit of Your Plan.

- Comprehensive Orthodontic Treatment
- Other Orthodontic Treatment ..... (limited to one appliance per individual)
  
- Appliance for tooth guidance
- Appliance to control harmful habits
- Orthodontic retention appliance

Coverage includes orthodontic procedures provided under a treatment plan that has been submitted by Your Dentist to the Claims Administrator. The Dentist providing this service must supply the Claims Administrator with films and study models upon request.

The Plan will make an initial payment of benefits, based on the Schedule of Benefits and the initial charge submitted under the treatment plan, and additional payments will be made in installments beginning when appliances are inserted. The payments will be monthly or quarterly for the length of the estimated treatment plan. The amount of the first Member payment for the initial charge will be at the discretion of the Orthodontist. Under the Plan, up to 25% of the total treatment cost may be recognized as the initial charge, of which the payment will be the benefit level specified in the Schedule of Benefits.

If a Member is receiving orthodontic treatment which was covered under another company's benefit program(s) prior to the effective date of the Plan, payments made by the other company's benefit program(s) will be deducted from the Lifetime Maximum Benefit. All benefits paid toward orthodontic services by all previous benefit programs will be applied to the Lifetime Maximum Benefit.

All limitations can be appealed under the appeals procedure.

## SECTION 8 - EXCLUSIONS

The following are expenses, charges and services specifically excluded from coverage under the Plan. The Member is financially obligated for payment to the Dentist of the full charge for any service that is excluded/not covered under the Plan.

1. Services performed for cosmetic reasons, including personalization or characterization of prosthetic devices and the bleaching of teeth.
2. Services or supplies which are considered Experimental according to standard dental practice.
3. Charges which are incurred before the Member's effective date of coverage or after the date a Member's coverage terminates.
4. Porcelain coverage on posterior crowns.
5. Missed appointment charges.
6. Completion of claim forms.
7. Replacement of lost, stolen or broken prosthetic devices or appliances unless it is after the limitation date.
8. Analgesics, nitrous oxide, non-intravenous conscious sedation and other drugs and prescriptions.
9. Localized delivery of antimicrobial or chemotherapeutic agents.
10. Hospital related charges.
11. Appliances, restorations, and procedures other than full dentures, for the primary purpose of increasing vertical dimension, restoring the occlusion or treatment of Bruxism.
12. Veneers or similar properties of crowns and pontics.
13. Services for educational purposes.
14. Splinting (if tooth does not otherwise need to be restored).
15. Services related to work conditions if the claimant is eligible for benefits under any workers' compensation act or similar law.
16. Services performed by other than a licensed Dentist, except for legally delegated services to a licensed hygienist or licensed expanded functions auxiliary.
17. Treatment for Temporomandibular Joint Disease (TMJ) or Myofascial Pain Dysfunction Syndromes (MPD).
18. X-rays for TMJ.
19. Orthognathic surgery.
20. Services or supplies rendered, or furnished in connection with, any duplicate appliance.
21. Services or supplies which are not Medically Necessary.

22. Expenses incurred for more than two oral examinations and/or prophylaxis treatments during a Benefit Year.
23. Expenses incurred for the replacement of amalgams and/or composites more often than once in any two (2) year period.
24. Expenses incurred for the replacement of fixed bridgework, crowns, gold restorations and jackets more often than once in any five (5) year period.
25. Expenses incurred for the replacement of partial or full dentures more often than once in any five (5) year period.
26. Expenses incurred for replacement of an existing denture which is or can be made satisfactory.
27. Expenses incurred for relining of dentures more often than once in any three (3) year period.
28. Expenses incurred for a temporary full denture.
29. Expenses incurred for the retreatment of root canals if it has not been at least three (3) years since the previous root canal treatment.
30. Services which are determined to be eligible expenses under any medical plan in which the Member is enrolled.
31. House calls.
32. Dental services or supplies for a condition resulting from civil disobedience, active participation in a riot or in the commission of a felony, self-inflicted injury, nonaccidental injury, or an act of war.
33. Any services not specifically listed as a Covered Dental Service.
34. Treatment by a member of the Immediate Family or a resident in the covered Employee's home; self-treatment.
35. Acid etches.
36. Expenses for the completion of periodontal charting.
37. Asepsis.
38. Claims that are not received by the Claims Administrator within one calendar year from the date of service.
39. Charges for services received after a Member has reached the Annual or Lifetime Maximum Benefits payable under the Plan.
40. Expenses for gold restorations and crowns, except when used as treatment for decay or traumatic injury when teeth cannot be restored with a filling material or when the tooth is an abutment to a covered partial denture or fixed bridge.



## SECTION 9 - PRETREATMENT REVIEW

Pretreatment Review is a voluntary program designed to assist You and Your Dentist in understanding Your dental coverage before services are provided.

If You or Your Dentist would like to submit a treatment plan for pretreatment review, Your Dentist must file that request for pretreatment review. Requests for pretreatment review should be sent to the following address:

DCP Holding Company  
DentaSelect Plus Plans  
100 Crowne Point Place  
Cincinnati, OH 45241

When a proposed treatment plan for services that are expected to exceed \$400 is submitted, the Claims Administrator will review those services for coverage under the Plan. After the review is complete, Your Dentist will be provided with an estimate of the amount payable, in whole or in part (if any), by the Plan on the proposed treatment. Pretreatment review only provides an estimate of Covered Services and does not constitute a guarantee of payment. Exact benefits are determined based upon the eligibility of the Member and benefit plan in effect at the time services are actually rendered.

The Claims Administrator will notify Your Dentist of the pretreatment estimate within a reasonable period of time appropriate to the dental circumstances, but generally not later than 15 days after receipt of the request for pretreatment review. In certain circumstances this time period may be extended for an additional 15 days, and the Claims Administrator will notify You or Your Dentist of any extension. If additional information is necessary to process Your request for pretreatment review, the Claims Administrator will notify You or Your Dentist, and You or Your Dentist will have 45 days from receipt of the notice to provide the additional information. If You or Your Dentist do not provide the additional information within the 45 day period, Your request for pretreatment review may be denied. In cases where the additional information is provided within the 45 day period, the Claims Administrator will notify Your Dentist of the pretreatment estimate within 15 days after receipt of the additional information. The notice will inform You and Your Dentist of the specific basis for the pretreatment estimate and describe Your right to information concerning the estimate and Your right to appeal.

A pretreatment estimate that has been approved may be modified by the Plan at any time, and the Claims Administrator will notify Your Dentist of the modification in advance and provide You with an opportunity to appeal the modification before it is effective. Your Dentist may request that the time for the treatment plan to be completed or the number of treatments included in the pretreatment estimate be increased at any time. A request for an extension of time or increase in the number of treatments will be approved or denied after receipt of a completed request.

**Pretreatment Review of Urgent Conditions:**

If Your request for pretreatment review is for treatment of an urgent condition, and failure to obtain treatment quickly would jeopardize Your health or, in the opinion of Your Dentist, would subject You to severe pain which cannot be managed without the treatment, Your request for pretreatment review will be processed as soon as possible taking into account the dental circumstances, but not later than 72 hours after the Claims Administrator receives the request. If additional information is needed to process the request, the Claims Administrator will notify You or Your Dentist as soon as possible, but no later than 24 hours after the Claims Administrator receives the request, and You or Your Dentist will have at least 48 hours to provide the additional information. If You or Your Dentist do not provide the additional information within the time period allowed the request for a pretreatment estimate may be denied. If You or Your Dentist provide the additional information requested, the Claims Administrator will notify Your Dentist of the pretreatment estimate as soon as possible, but not later than 48 hours after receipt of the additional information. The notice will include the specific basis for the estimate and describe Your right to information concerning the estimate and Your right to appeal.

## SECTION 10 – CLAIMS PROCEDURES

### How to Submit a Claim

If you receive dental treatment from an In-Network Provider, Your In-Network Provider will submit the claim directly to the Claims Administrator. If You receive dental treatment from an Out-of-Network Provider, You may submit claims for dental treatment received while You are eligible under the Plan. If You receive dental treatment from an Out-of-Network Provider and You assign Your right to receive payment under the Plan to the Out-of-Network Provider, the Out-of-Network Provider may submit the claim directly to the Claims Administrator. Assignment of claims to an Out-of-Network Provider must be in writing and signed by You, and the Out-of-Network Provider must submit the written assignment form with the claim. Claims should be sent to the following address:

The Dental Care Plus Group  
A DentaQuest Company  
PO Box 502  
Milwaukee, WI 53201-0502

The Claims Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from You or Your Dentist.

### Claims Processing Procedures

When the Claims Administrator receives claims from You or Your Dentist, the Claims Administrator will process those claims and make a determination in accordance with Plan documents. If the claim for dental treatment provided by an In-Network Provider is paid, payment will be sent directly to the In-Network Provider. If a claim for dental treatment provided by an Out-of-Network Provider is paid, payment will be sent to You or, if You assigned Your right to payment under the Plan to the Out-of-Network Provider, payment will be sent directly to the Out-of-Network Provider.

If the claim is denied in whole or in part, the Claims Administrator will notify You, and if the claim was filed by Your Dentist, the Claims Administrator will also notify Your Dentist, within a reasonable period of time, but generally not later than 30 days after the claim is received. In certain circumstances, the 30 day time period may be extended for an additional 15 days, and the Claims Administrator will notify You that the time period has been extended.

If additional information is required to process Your claim, the Claims Administrator will notify You or Your Dentist, and You or Your Dentist will have 45 days from receipt of the notice to provide the additional information. If

You or Your Dentist do not provide the additional information within the 45 day period, Your claim may be denied. In cases where the additional information is provided within the 45 day period, the Claims Administrator will notify You and Your Dentist if the claim is denied in whole or in part within 30 days after the claim was initially received or 15 days after receipt of the additional information, whichever is later. The notice of a denial will inform You and Your Dentist of the specific reason for the denial and describe Your right to information concerning the claim and Your right to appeal.

## **SECTION 11 - COORDINATION OF BENEFITS (C.O.B.)**

“Coordination of benefits” is the procedure used to pay dental care expenses when a person is covered by more than one plan. The Plan follows certain rules defined below to decide which plan pays first and how much the other plan must pay. The objective is to make sure the combined payments of all plans are no more than Your actual bills.

When You or Your Family Dependents are covered by another group plan in addition to the Plan, You must submit all bills first to the primary plan. The primary plan must pay its full benefits as if You had no other coverage. If the primary plan denies the claim or does not pay the full bill, You may then submit the balance to the secondary plan.

The Plan pays for dental care only when You follow the Plan’s rules and procedures. If the Plan’s rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and You will be forced to choose which plan to use.

### **Plans that do not Coordinate**

The Plan will pay benefits without regard to benefits paid by the following kinds of coverage.

- Medicaid
- Group hospital indemnity plans which pay less than \$110 per day
- School accident coverage
- Some supplemental sickness and accident policies

### **How the Plan Pays As Primary Plan**

- When the Plan is primary, the Plan will pay the full benefit allowed by the Plan as if You had no other coverage.

### **How the Plan Pays As Secondary Plan**

- When the Plan is secondary, payments will be based on the balance left after the primary plan has paid. The Plan will pay no more than that balance. In no event will the Plan pay more than the Plan would have paid had the Plan been primary.
- The Plan will pay only for dental care expenses that are covered by the Plan.
- The Plan will pay only if You have followed all of the Plan’s procedural requirements.
- The Plan will pay no more than the “Allowable Expenses” for the dental care involved. If the Allowable Expense is lower than the primary plan’s, the primary plan’s allowable expense will be used. The Allowable Expense may be less than the actual bill.

### **Which Plan is Primary?**

To decide which plan is primary, both the coordination provisions of the other plan and which member of Your family is involved in a claim must be considered. The primary plan will be determined by the first of the following which applies:

1. *Non-coordinating Plan*

If You have another group plan which does not coordinate benefits, it will always be primary.

2. *Employee*

The plan which covers You as an Employee (neither laid off nor retired) is always primary.

3. *Children (Parents Divorced or Separated)*

If the court decree makes one parent responsible for dental care expenses, that parent's plan is primary.

If the court decree gives joint custody and does not mention dental care, the Plan follows the birthday rule.

If neither of those rules applies, the order will be determined in accordance with the Ohio Insurance Department rule on Coordination of Benefits.

4. *Children and the Birthday Rule*

When Your children's dental care expenses are involved, the Plan follows the "birthday rule." The plan of the parent with the first birthday in a calendar year is always primary for the children. For example, if Your birthday is in January and Your spouse's birthday is in March, Your plan will be primary for all of Your children.

However, if Your spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), the Plan will follow the rules of the other plan.

5. *Other situations*

For all other situations not described above, the order of benefits will be determined in accordance with Department of Insurance rules of Coordination of Benefits.

## **SECTION 12 - TERMINATION OF MEMBER COVERAGE**

Benefits for the Member under the Plan will automatically terminate on the earliest of the following dates:

1. The date the Plan is terminated, or with respect to any specific coverage item of the Plan, the date such coverage item terminates.
2. The last day of the last Plan month for which the required Member contribution has been paid to the Plan if the Member is required to make a contribution.
3. The date specified by the Employer that a Subscriber or Family Dependent is no longer eligible for coverage under the terms of the Plan.
4. The date the Employer receives written notice from the Member for termination of coverage, or the date requested by the Member in such notice, if later.
5. The last day of the month following the date on which the Member is retired or pensioned unless a specific coverage classification is specified for retired or pensioned individuals in the Plan.
6. The date on which you or your dependent become a full time member of the armed forces of any country, except temporary duty of thirty (30) days or less.
7. For a Dependent Child, the end of the month when the child no longer qualifies as a Family Dependent.

### **SECTION 13 - COBRA CONTINUATION COVERAGE**

If coverage under the Plan ceases for You, Your eligible spouse, and Your eligible dependents, under certain circumstances You, Your eligible spouse and Your eligible dependents may be able to continue coverage under this Plan under a federal law called COBRA. COBRA continuation coverage is a continuation of coverage under the Plan when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, Your spouse, and Your Dependent Children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If You are an Employee, You will become a qualified beneficiary if You will lose Your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than Your gross misconduct.

If You are the spouse of an Employee, You will become a qualified beneficiary if You will lose Your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies.
- (2) Your spouse's hours of employment are reduced.
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct.
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- (5) You become divorced or legally separated from Your spouse.

Your Dependent Children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-Employee dies.
- (2) The parent-Employee's hours of employment are reduced.
- (3) The parent-Employee's employment ends for any reason other than his or her gross misconduct.
- (4) The parent-Employee becomes enrolled in Medicare (Part A, Part B, or both).
- (5) The parents become divorced or legally separated; or



- (6) The child stops being eligible for coverage under the Plan as a "Dependent Child."

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Employee, or enrollment of the Employee in Medicare (Part A, Part B, or both), the Employer must notify the Plan Administrator of the qualifying event.

For the other qualifying events (divorce or legal separation of the Employee and spouse or a Dependent Child's losing eligibility for coverage as a Dependent Child), You must notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to: Warren County Commissioners. In addition, if applicable, You must provide a certified copy of the court order granting the divorce or legal separation.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Employee, the Employee's becoming entitled to Medicare (Part A, Part B, or both), Your divorce or legal separation, or a Dependent Child's losing eligibility as a Dependent Child, COBRA continuation coverage lasts up to a total of 36 months. When the qualifying event is the end of employment or reduction of the Employee's hours of employment, and the Employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the Employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

**Disability Extension of 18-month Period of Continuation Coverage**

If You or anyone in Your family covered under the Plan is determined by the Social Security Administration to be disabled and You notify the Plan Administrator in a timely fashion, You and Your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The Disability would have to start at some time before the 60th day of COBRA continuation coverage and last at least until the end of the 18-month period of continuation coverage. You must make sure that the Plan Administrator is notified of the Social Security Administration determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to:

Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**Second Qualifying Event Extension of 18-month Period of Continuation Coverage**

If Your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, Your spouse and Dependent Children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any Dependent Children receiving continuation coverage if the Employee or former Employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent Child, but only if the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred. In all of these cases, You must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to:

Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**If You Have Questions About COBRA**

Questions concerning the Plan, or Your COBRA continuation coverage should be addressed to the contact or contacts identified below.

In order to protect Your family's rights, You should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for Your records, of any notices You send to the Plan Administrator.

**Plan Contact Information**

**Plan Administrator:**

Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036  
513-695-1324

**Claims Administrator:**

The Dental Care Plus Group  
A DentaQuest Company  
PO Box 502  
Milwaukee, WI 53201-0502  
513-554-1100

## **SECTION 14 – RIGHT TO RECOVERY**

If any payment is made under this Plan in excess of the amount properly payable to or on behalf of You or Your Covered Dependents under the terms and conditions of this Plan, then the Plan has the right to recover such excess payments from You and/or Your Covered Dependents or any entity which received such payment or was relieved from payment due to payment by this Plan.

As Participants in the Plan, You and Your Covered Dependents hereby agree that You will execute and deliver any and all instruments and papers required by the Plan in order to protect the Plan's rights of recovery, and further, You must do whatever is requested or necessary in order to fully execute and to fully protect all the Plan's rights hereunder.

## **SECTION 15 - SUBROGATION AND REIMBURSEMENT**

This Plan reserves the right of subrogation. This means that the Plan can recover the cost of benefits paid to You or on Your behalf when a third party is or may be liable for or pays any money for an injury, illness or loss covered under the Plan.

A common situation involving subrogation is where someone injures a Plan Participant in an auto accident. The Participant suffers an injury and receives dental treatment which is covered under the Plan and the Plan pays for the treatment. The Plan can then recover the cost of the treatment directly from the driver or his insurance company. Recovery can also be made from a second medical policy, e.g., for medical malpractice; from a homeowner's policy, e.g., for accidents in another's home or property; or from general liability coverage, e.g., for a defective product; where the Plan Participant incurred dental expenses for which the other party was liable. The Plan can recover the cost of benefits paid from any person or organization including, but not limited to, insurance companies that issue liability insurance, uninsured/underinsured insurance, and medical payments coverage.

You may be asked to assist the Plan in the process of securing payment for the cost of benefits provided on Your behalf. As a Participant in the Plan, You, and Your Covered Dependents, agree to execute and deliver any and all instruments, papers or other documents required by the Plan to fully protect the Plan's right to subrogation and to cooperate fully with the Plan to secure such rights. Moreover, You, and Your Covered Dependents, shall do nothing which may prejudice the Plan's subrogation rights.

The Plan shall be legally subrogated to all claims, demands, actions and rights of recovery You may have against a third party to the extent of any and all payments of benefits by the Plan. The Plan's right to subrogation takes priority over Your right to recover from third parties, even if the third party has

insufficient resources to fully compensate You for all losses sustained or alleged.

The Plan also reserves the right of reimbursement. This means that You must reimburse the Plan for the cost of benefits paid to You or on Your behalf for any illness or injury caused by a third party in the event You, or Your Covered Dependents, receive any money for the same illness or injury. As a Participant in the Plan, You are required to hold the gross (unreduced by attorney fees, other expenses, or costs) proceeds of any third party payment in trust for the benefit of the Plan and You must immediately upon receipt pay the third party payment to the Plan. If the third party pays You before the Plan pays any benefits, then the Plan will not pay benefits for the same injury to the extent of the payment by the third party. If the third party pays You after the Plan pays benefits, then You must repay the Plan for the cost of any and all benefits provided for the same injury or illness. If You fail to repay the Plan for any payment received from a third party, then the Plan will cease paying benefits on Your behalf until either You repay the Plan or the Plan receives unrelated claims which, in the aggregate, amount to more than the amount of the third party payment.

You must reimburse the Plan regardless of whether:

- the third party payment is the result of a court judgement, arbitration award, compromise, settlement, or any other arrangement; or
- the third party admits liability.
- the medical and dental expenses or loss of income are itemized or included in the third party payment; or
- You have been fully compensated or made whole by the third party payment for all losses sustained or alleged.

Consider, once again, the auto accident example where someone injures You and You receive dental treatment that is covered under the Plan. If the Plan has already paid benefits and the other driver's insurance company sends You a check for damages or You settle a lawsuit concerning the accident, You must first repay the Plan for the cost of any and all benefits paid on Your behalf before You pay any other expenses. This is true even if the amount You receive is not sufficient to fully compensate You for all the losses You incurred or if the portion of the settlement payment allocated to pay dental expenses is smaller than the amount which must be repaid to the Plan.

You, and Your Covered Dependents, agree to reimburse the Plan in first priority and without any set-off or reduction for attorney fees, other expenses, or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney You hire regardless of whether funds recovered are used to repay benefits paid by the Plan. You, and Your Covered Dependents, also agree, to notify the Plan, in writing, whenever benefits are paid under this Plan that arise out of any injury or illness that provides or may provide the Plan subrogation or reimbursement rights. You, and Your Covered Dependents, further agree, when

requested by the Plan, to execute and deliver any and all instruments, papers or other documents required by the Plan to fully protect the Plan's right to reimbursement and to cooperate fully with the Plan to secure such rights. You shall do nothing to prejudice the Plan's right to reimbursement.

Failure to comply fully with the provisions of the Plan regarding subrogation and reimbursement can result in suspension or termination of benefits.

## **SECTION 16 - RIGHTS AND LIMITS**

This booklet is a general description of the Plan and Your benefits. It is important to remember that:

- The description of benefits in this booklet replaces and supersedes any other summary or description previously issued by Warren County Commissioners.
- All benefits are subject to the terms, conditions, and limitations of the Warren County Employee Healthcare Plan as set forth in the Plan Document.
- Nothing in the Plan or in this booklet is intended to provide Employees, former Employees, or Covered Dependents with a vested right to any benefits under the Plan and/or any rights for continued employment.
- Your rights, if any, to benefits of the Plan depend upon whether You satisfy the eligibility requirements of the Plan and whether Your submitted claims are allowed charges under the Plan.

## SECTION 17 - PLAN INFORMATION

### **Plan Name**

Warren County Employee Healthcare Plan

### **Plan Sponsor and Plan Administrator**

Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036  
(513) 695-1324

The Plan Sponsor is also the Plan's Agent for the serving of legal process

### **Plan Effective Date**

The effective date of the Plan as described in this booklet is January 1, 2022.

### **Eligible Participants**

Please refer to the Eligibility Information section.

### **Claims Administrator:**

The independent third party administrator who processes all Plan claims is:

The Dental Care Plus Group  
A DentaQuest Company  
PO Box 502  
Milwaukee, WI 53201-0502  
(513) 554-1100  
1-800-367-9466 (Toll Free)

### **Plan Funding**

This Plan is self-funded by the Plan Sponsor. Benefits are paid by contributions from the Employer and the Employees. Benefits are paid from the general assets of Warren County Commissioners. Employee contributions, if any, are calculated annually and are used to pay claims. DCP Holding Company is the Claims Administrator and does not insure the benefits paid by the Plan.

### **Benefit Records - Calendar Year**

The benefit records are kept 1/1 to 12/31 for processing claims.

### **Plan Records - Plan Year**

The fiscal records are kept 1/1 to 12/31 for IRS reporting.

## SECTION 18 - APPEAL PROCEDURE

Each Plan Participant has the right to appeal and is entitled to a full and fair review of any denial of a claim, or any pretreatment estimate obtained under the pretreatment review procedure. Appeals must be filed in writing within 180 days following Your receipt of notice of the denial and should be sent to the Claims Administrator. If You are appealing a pretreatment estimate which involves treatment of an urgent condition (as defined in the Pretreatment Review section), You may request an appeal by phone. All other appeals must be filed in writing by forwarding the written appeal to the following address:

The Dental Care Plus Group  
A DentaQuest Company  
PO Box 502  
Milwaukee, WI 53201-0502

You or Your Dentist may submit written comments, records, and other information when You file an appeal. You may also request, free of charge, copies of all records and other information which were relied on or created in the process of reviewing the claim or pretreatment review request. If the claim or estimate was denied, in whole or in part, based on the professional judgment of a Dentist that the treatment is Experimental or not Medically Necessary, the Claims Administrator will notify You of the identity of the Dentist who was initially consulted or who reviewed the claim or pretreatment review request. Your appeal and all relevant information, including information You submitted, will be re-reviewed by a different Dentist prior to deciding Your appeal.

The Claims Administrator will review Your appeal to make sure the initial determination was consistent with Your Plan benefits. If the Claims Administrator determines that the initial determination was not consistent with Your Plan benefits, the initial determination will be reversed, and the claim paid, or the pretreatment estimate modified. If the Claims Administrator determines that the initial determination was consistent with Your Plan benefits, the complete record will be forwarded to Your Plan Administrator for a final determination of Your appeal.

Your Plan Administrator will make a final determination on Your appeal and You and Your Dentist will be notified of the final determination as soon as possible taking into account the dental circumstances. If You are appealing a denial of a claim, You will be notified not later than 60 days after the date the appeal was received. If You are appealing a pretreatment estimate, You will be notified not later than 30 days after the date the appeal was received. If You are appealing a pretreatment estimate which involved urgent treatment, You will be notified as soon as possible, but not later than 72 hours after the appeal was received.



The Claims Administrator will notify You and Your Dentist of the Plan Administrator's final determination in writing, or orally followed by a written confirmation if the appeal was of a pretreatment estimate involving urgent treatment. If the appeal decision is adverse, the notice will include the specific reason for the determination and the specific plan provisions on which the determination is based, and You will be entitled to request, free of charge, copies of all records and other information which was relied on or obtained in making the adverse determination.

You must file an appeal before bringing a civil action in court. If Your appeal is denied, You then have the right to file a civil action.

## **SECTION 19 - IN THE FUTURE**

Warren County Commissioners has established this Plan with the intention of it being maintained for an indefinite period of time. However, Warren County Commissioners, reserves the right, at its sole discretion:

- to alter, amend, or terminate this Plan, in whole or in part, at any time.
- to alter, amend, or terminate retiree benefits (if any), in whole or in part, at any time.
- to change, increase, or decrease Plan contributions (if any), in whole or in part, at anytime.

All amendments will be made pursuant to written documents.

The Dental Care Plus Group  
A DentaQuest Company  
PO Box 502  
Milwaukee, WI 53201-0502  
(513) 554-1100 or 1-800-367-9466  
Fax (513) 554-3187  
[www.dentalcareplus.com](http://www.dentalcareplus.com)

Rev. 1/22

# Resolution

Number 22-0133

Adopted Date January 25, 2022

APPROVE AND AUTHORIZE THE SUBMITTAL OF A GRANT APPLICATION FOR THE OHIO STATE EMERGENCY RESPONSE COMMISSION CHEMICAL EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW FUND GRANT PROGRAM ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES AND AUTHORIZE LEPC GRANT COORDINATOR TO SIGN GRANT APPLICATION

BE IT RESOLVED, to approve and authorize the submission of grant application for the Chemical Emergency Planning and Community Right-to-Know Fund Grant Program through the Ohio State Emergency Response Commission on behalf of Warren County Emergency Services, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the Warren County LEPC Grant Coordinator to sign documents relative thereto; and

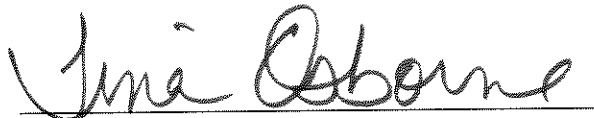
BE IT FURTHER RESOLVED, in the event grant funding is not available, the Warren County Board of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: c/a—Ohio State Emergency Response Commission  
Emergency Services (file)  
OGA

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## Chemical Emergency Planning and Community Right-to-Know Fund Grant Application

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Completed grant application packet must be submitted to:

State Emergency Response Commission  
Ohio EPA Right-to-Know Program  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, OH 43216-1049  
Attn: Grant Program

Phone: (614) 644-2260  
Fax: (614) 644-3681  
Email: [Jeffrey.beattie@epa.ohio.gov](mailto:Jeffrey.beattie@epa.ohio.gov)

<https://epa.ohio.gov/serc>

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Grant Application Deadline:	
LEPCs and Fire Departments:	<b>February 1, 2022</b>
State Agencies:	<b>April 1, 2022</b>

The total grant packet shall consist of information requested in questions in this grant application and a signed resolution "certifying" the LEPC grant application. Fire departments must coordinate and file their grant application form(s) through their LEPC. Applications postmarked after these dates shall be reduced by one percent by day of their calculated award. Applications postmarked more than 30 days after February 1 will not be considered for funding for the state grant funding year in accordance with OAC 3750-50-10(E)

Local Emergency Planning Committee  
LEPC Grant Application  
**(due February 1, 2022)**

Approved October 14, 2015

General Information	
County/Counties	Warren
LEPC Name	Warren County LEPC
Tax Identification Number	31-6000-58
Authorized Grant Applicant	Melissa Bour
<i>The Authorized Applicant is the LEPC member authorized to apply for and manage the grant and the grant account. (In most cases this will be the LEPC Chairperson.)</i>	
Authorized Applicant Telephone	(513) 695 - 1315
Designated Contact Person	Sydney Renner
<i>The designated contact person can be the Authorized Applicant or another designated member of the LEPC such as the Information Coordinator or LEPC Secretary.</i>	
Designated Contact Telephone	(513) 695 - 1313
Email	sydney.renner@wcoh.net
Make Grant Check Payable to	Warren County LEPC
Send check or electronic transfer or voucher to	520 Justice Drive, Lebanon Ohio 45036
Membership	
<input checked="" type="checkbox"/> Current LEPC membership list is attached	
Grant Eligibility	
In determining a grant award to an LEPC, the State Emergency Response Commission shall consider the following:	
Has the LEPC prepared and submitted to the SERC emergency response and preparedness plan under ORC 3750.04(A) during the last grant period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate date of the last plan submission	9 / 30 / 2019
Indicate if plan was submitted as a no change	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the plan was a no change, indicate if this was the 1 <sup>st</sup> , 2 <sup>nd</sup> , or 3 <sup>rd</sup> no change	<input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>
Indicate the last date of the hazard analysis update	8 / 1 / 2019
Indicate the percentage of EHS facilities for which the hazard analysis was reviewed and updated as needed in the previous grant period	100%
If the hazard analysis has not been updated in five years, please indicate why	
Has the LEPC conducted its annual exercise or actual incident response which was credited as an exercise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Distribution Information		
1	Total number of facilities in LEPC reporting one or more Hazardous Substances (include only those facilities that did not report an EHS) <i>Date of last review of number of Hazardous Substances reporting facilities</i>	92 12 / 16 / 2021
2	Total number of facilities in LEPC reporting one or more Extremely Hazardous Substances (EHS) <i>Date of last review of number of EHS reporting facilities</i>	72 12 / 16 / 2021
3	Estimated volume of hazardous substances and EHS transported through LEPC (average daily max/year) <i>Date of last review of estimated volume of hazardous substances or of EHS transported in LEPC</i> <b>A. Hazardous Substances</b> Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000 <b>B. EHS</b> Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000	12 / 16 / 2021
4	Estimated amounts of extremely hazardous substances produced, used, or stored in the district	Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000
5	Population within the district or under the jurisdiction of the fire department that resides in close proximity to facilities that are subject to ORC 3750 and to principal routes for the transportation of hazardous materials identified or listed by regulations adopted under the "Hazardous Materials Transportation Act," 88 Stat. 2156 (1975), 49 U.S.C.A. 1801, as amended. (An LEPC can use the population of the county for this estimate)	212,693
6	Please demonstrate how this grant will enhance the ability of the recipient or, in the case of the commission, the state to prepare for and respond to releases of hazardous substances and extremely hazardous substances. The grant will allow Warren County LEPC to hold it's regular meetings, assistant in the development of plans relating to the response and mitigation of hazardous materials incident(s). It will also help the Warren County LEPC to design and execute the yearly LEPC exercise. The Warren County LEPC will maintain a database with information regarding type, quantity, and location of chemicals used and transported through the county. Also, the LEPC will inform the community and first responders of any dangerous substances in which they may encounter on a daily basis.	

**Performance of Baseline Requirements**

Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:

		Yes	No
1	Maintain an LEPC membership in accordance with ORC 3750.03(B) and submit any changes to the membership to the SERC for approval.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Appoint a chairman and vice-chairman and a secretary to keep a record of its proceedings in accordance with ORC 3750.03(D)(1).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Adopt bylaws for the conduct of its business in accordance with ORC 3750.03(D)(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Appoint an information coordinator who shall be responsible for maintaining the committee's files of information received and for receiving and fulfilling requests from the public for that information in accordance with ORC 3750.03(D)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Appoint a community emergency coordinator who shall be responsible for coordinating the development and implementation of the chemical emergency response and preparedness plan of the district and for receiving verbal and follow-up written notices of releases of hazardous substances and extremely hazardous substances, in accordance with ORC 3750.03(D)(4).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Obtained anything to be purchased, leased, or constructed in accordance with the provisions of 307.86 to 307.92 of the Revised Code applicable to boards of county commissioners, in accordance with ORC 3750.03(D)(5).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Establish and carry out a program to monitor regulated facilities within the district and to conduct compliance and enforcement activities to ensure that the facilities have submitted the information required by ORC 3750.05, 3750.07 and 3750.08 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Submit the annual compliance report by October 1 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Credited the LEPC grant monies to a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03(F).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Prepare and submit an emergency response and preparedness plan to the SERC by no later than October 17 for review and concurrence in accordance with ORC 3750.04.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Conduct an annual exercise as required by ORC 3750.04(C).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Additional Core LEPC Activities Recommended by the SERC**

Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:

		Yes	No
	Meet at least once during the grant period?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provide meeting minutes to Ohio EPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Prepare and submit the financial status report by July 31 for previous SFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

For any "No" answers, please explain below (attach additional sheets as required)



Training which the LEPC plans to sponsor or support during the grant period				
Title of Training	Anticipated Number Trained	Anticipated Cost	Will grant funds be used to support this training?	
			YES	NO
LEPC Exercise	30	\$ 800	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>


#### Compliance with Grant Limitations and Assurances

Chapter 3750 of Ohio Revised Code restricts the use of the grant funds and identifies uses which are prohibited. Please confirm that the grant funds will not be used for purposes identified as restricted by Chapter 3750. Please note that if the funds are passed through by contract with the LEPC to another agency, these activities cannot be part of the contract with the sub-contractor, and the sub-contractor cannot use the SERC grant funds to perform these activities.

LEPC Grant Activities Restricted by Ohio Law		Agree (Check box)
1	Grant funds will not be used to acquire first response equipment, except as otherwise provided in Division (D)(4) of Section 3750.14. Division D(4) states: <i>After a committee determines that the initial training needs for emergency management personnel within its emergency planning district set forth in the committee's plan or most recent review of its plan under section 3750.04 of the Revised Code have been met, a committee may make grants from the moneys it receives under this section to fire departments located within the district for the purchase of first response equipment.</i>	<input checked="" type="checkbox"/>
2	Grant funds will not be used to defray costs for copying and mailing hazardous chemical lists, material safety data sheets, or emergency and hazardous chemical inventory forms submitted under this chapter for distribution to the public.	<input checked="" type="checkbox"/>
3	Grant funds will not be used to reimburse any person for expenditures incurred for emergency response and cleanup of a release of a hazardous substance, an extremely hazardous substance, and/or oil.	<input checked="" type="checkbox"/>
4	Grant funds will not be used to perform any assessment of damages to natural resources resulting from a release of oil, a hazardous substance or an extremely hazardous substance.	<input checked="" type="checkbox"/>

<b>Assurances</b>		
In executing this agreement, the grant recipient will be committing to comply with the regulations, policies, guidelines, and requirements as they relate to the application acceptance and use of emergency planning grant funds. Also the grant recipient commits with respect to the grant that:		Agree (Check box)
1	The applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.	<input checked="" type="checkbox"/>
2	The applicant agrees that (a) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies and procedures of the State of Ohio; and (b) funds awarded by the State Emergency Response Commission may be terminated at any time for violation of any terms and requirements of this agreement.	<input checked="" type="checkbox"/>
3	The applicant will give SERC through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant. This provision shall also apply in the event of termination of this agreement.	<input checked="" type="checkbox"/>
4	The applicant will maintain such records as required by state and federal law. The minimum acceptable financial records consist of: a) documentation of employee time; b) documentation of all materials, supplies and travel expenses; c) inventory records and supporting documentation for allowable equipment purchased to carry out the program scope; d) rational supporting allocation of space charges (e.g., rent); e) any other records which support charges to program funds. The Applicant must maintain sufficient segregation of program accounting records from other programs and/or projects.	<input checked="" type="checkbox"/>
5	The applicant will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this grant and which in any manner affect the work or its conduct. In accordance with ORC 3750.02(F), the local emergency planning committee of an emergency planning district lying wholly within the boundaries of a county shall be considered a county board and shall receive the services of the auditor and prosecuting attorney of the county in the same manner as other county boards. As a county board, the LEPC must follow all policies established by the county auditor. The LEPC must also follow the LEPC funding policy, adopted by the SERC on December 12, 2007.	<input checked="" type="checkbox"/>
6	The SERC grant will be deposited into a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03 (F) which states: "Moneys received by the committee of a district lying wholly within the boundaries of a county shall be credited to a special emergency planning fund in the treasury of the county. The fund shall be administered by the committee of the district, and moneys credited to the fund shall be expended only for the purposes of carrying out the powers and duties of the committee under this chapter and rules adopted and orders issued under it."	<input checked="" type="checkbox"/>
7	The applicant will conform with applicable county policies regarding the use of cellular phones, and applicable restrictions regarding the acquisition and disposal of assets (items valued at more than \$300 or amount specified by county policy).	<input checked="" type="checkbox"/>
8	Contracts for personal services shall be in conformance with state and local laws and regulations.	<input checked="" type="checkbox"/>
9	The applicant will comply with State Equal Employment Opportunity and hiring practices	<input checked="" type="checkbox"/>
10	The applicant will comply with public records laws and open meeting laws, including but not limited to the public records requirements in the Emergency Planning and Community Right-to-Know Act and ORC 3750.	<input checked="" type="checkbox"/>

I hereby certify that the information as provided, to the best of my knowledge, is true, accurate and complete in support of the duties assigned to the Warren County LEPC under Chapter 3750 of the Ohio Revised Code.

	1 / 20 / 2022
LEPC Authorized Signature	Date
Melissa Bour	(513) 695 - 1315
Typed/Printed Name	Telephone Number

**LEPC Budget Request**

Warren County LEPC

<b>Budget Categories</b>	<b>Grant Request</b>
Personnel/Fringe	\$ 29,916
Contracted Services*	\$
Supplies	\$
Training	\$
Travel	\$
Exercise	\$ 800
<b>Total LEPC Planning Budget Grant Request</b>	<b>\$ 30,716</b>

- **Contracted Services:** Includes personal and/or public service contracts
- **Supplies:** includes office supplies, telephone/communications, printing, postage, etc.
- **Travel:** includes mileage and lodging

Fire Department Grant:	Training	\$
	Response	
	Equipment	\$
<b>Total LEPC Planning Budget Grant Request</b>		<b>\$ 30,716</b>

\*Attach copy of the contract for services



WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES  
520 JUSTICE DRIVE  
LEBANON, OHIO 45036

REPLY TO  
ATTENTION OF: Sydney Renner

January 18<sup>th</sup>, 2022

MEMORANDUM FOR RECORD

SUBJECT: SERC Grant 2022

Warren County is working hard to enhance the SERC Program to benefit the people of the community and our neighboring communities in the state of Ohio. The Warren County Department of Emergency Services employs a Local Emergency Planning Committee Information Coordinator to execute the Emergency Planning and Community Right-to-know Act, authorized by Ohio Revised Code, Section 3750.14. In serving the SERC, this position has worked to update the electronic files that the county holds in the CAMEO and E-Plan databases. The LEPC will hold their regular meetings (February 16<sup>th</sup> & September 8<sup>th</sup>), update Cameo, E-Plan and update the maps in Marplot to plot all the hazardous and extremely hazardous facilities along with several key points of interest, onto the map. The Warren County LEPC works closely with Warren County Telecommunications Department to offer these electronic resources to the surrounding jurisdictions in the County.

In 2022, the LEPC is dedicated to maintaining an accurate file system and database resource of the facilities in the county. We plan to confirm the filings we receive by coordinating facility visits with local first responders. Facility visits are crucial in reinforcing positive relationships with the LEPC, but they also bring citizens from the community, as well as, the local police and fire departments together to pre-plan emergencies.

Warren County LEPC will be conducting a tabletop exercise this year to test the capabilities of the community response mechanism. The LEPC is very much involved in this process and is jointly working with the different jurisdictions to update the county Emergency Operations Plan. The New Year brings new opportunities to the Warren County LEPC, further enhancing communications and resource sharing to achieve common goals and keep our community safe.

Point of contact for this memorandum is the undersigned at (513) 695-1313.

A handwritten signature in black ink, appearing to read "Sydney Renner", with a long horizontal flourish extending to the right.

Sydney Renner  
LEPC Chairman  
Warren County LEPC

## Warren County LEPC Member List

- Melissa Bour – Director, Warren County Emergency Services
- John Franks – National Weather Service
- Michael T. Hannigan – Fire Chief, Franklin Twp.
- Lesli Holt – Operations Manager, Warren County EMA
- Paul Kindell – Director, Warren County Telecommunications
- Brooke Matzen – Office Administrator, Greater Cincinnati HazMat Unit
- Crystal Paul – Manager of Emergency, UC Cincinnati Health
- Dustin Ratliff – Emergency Response Coordinator, Warren County Health District
- Sydney Renner – LEPC / Grants Coordinator, Warren County EMA
- Bill Romaine – Environmental Health & L-3 Harris Electronics
- Martin Russell – Deputy County Administrator, Warren County Board of Commissioners
- Larry Sims – Sheriff, Warren County Sheriff's Office
- Kay Vonderschmidt – Manager of Emergency Management & Operations, TriHealth
- Dennis Waldbillig – HazMat Officer, Greater Cincinnati HazMat Unit

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 99-278

Adopted Date February 23, 1999

APPROVE AND ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, it is the desire of the Warren County Local Emergency Planning Committee (WCLEPC) to contract with this Board to provide local emergency planning services on behalf of the WCLEPC; and

WHEREAS, it is the desire of this Board to administer and provide said services through the Warren County Department of Emergency Services, formerly Communications Center; and

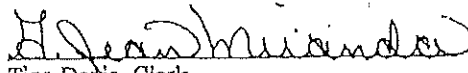
NOW THEREFORE BE IT RESOLVED, to approve and enter into an agreement between the Warren County Local Emergency Planning Committee and the Board of Commissioners to provide local emergency planning services; as attached hereto and made a part hereof.

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

Mr. Crisenbery - absent  
Mrs. South - yea  
Mr. Kilburn - yea

Resolution adopted this 23rd day of February, 1999.

BOARD OF COUNTY COMMISSIONERS

  
Tina Davis, Clerk

tfs/

cc: c/a--Warren County LEPC  
Department of Emergency Services (file)

AGREEMENT

This agreement is made and entered on Feb. 23 1999, by and between the Warren County Local Emergency Planning Committee (WCLEPC), a statutory body established and existing under authority of the Ohio Revised Code, and the Warren County Board of Commissioners (Board), a statutory body established and existing under the authority of the Ohio Revised Code.

WHEREAS, it has been deemed desirable for the WCLEPC to contract with the Board to exercise, perform, or render any power, function, or service on behalf of the WCLEPC through the Warren County Department of Emergency Services; and

WHEREAS, the WCLEPC and the Board desire to enter such an agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. This agreement shall have an initial term of two (2) years, beginning January 1, 1999 and ending December 31, 2000. The agreement may be renewed for additional periods of one year, provided that the WCLEPC and Board shall, not less than sixty (60) days prior to the expiration of any term, give the other party written notice of its intention to not renew this agreement.
2. The Warren County Department of Emergency Services shall perform all duties of the WCLEPC, including but not limited to all requirements of Ohio Revised Code 3750.
3. All employees, including the Information Coordinator, shall be employed by the Board within the Department of Emergency Services.
4. The Board shall be the recipient of all local, state and federal monies intended for the operation of Emergency Planning.
5. This agreement shall supersede any and all contracts and agreements heretofore entered into by and between the parties. Furthermore, any modification or amendment shall be in writing and signed by the parties in the same manner provided herein.

IN WITNESS WHEREOF, the WCLEPC and the Board, through their duly authorized agents, have executed this agreement.

Signed in the presence of:

[Signature] 2-18-99
B.K. Boggs 2-18-99

Warren County Local Emergency Planning Committee

[Signature]
Michael Hannigan, Chairman

Date: February 18, 1999

Signed in the presence of:

[Signature]
[Signature]

Warren County Board of Commissioners

[Signature] W.P.
Larry Crisenbery, President

Date: \_\_\_\_\_

Approved as to form:



Michael Powell, Assistant Prosecuting Attorney  
Warren County, Ohio



# Resolution

Number 22-0134

Adopted Date January 25, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH WARREN CORRECTIONAL INSTITUTION

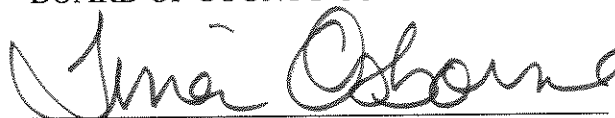
BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Warren Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren Correctional Institution  
Emergency Services (file)



# Department of Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

## Local Support Agency Memorandum of Understanding With EMA & Warren Correctional Institution (WCI)

January 3, 2022

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

### I. Statement of Purpose

The Purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Warren Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

**NOTE:** The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

### II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at (513) 695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
  - a. The nature of the Critical Incident.
  - b. The assistance needed (type, kind, quantity and time to report).
  - c. The location to which they are to respond.
  - d. The person to whom they are to report to upon arrival.
  - e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Warren Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Warren Correctional Institution at (513) 932-3388 and request for the Shift Commander in charge.
- B. Provide:
  - a. The nature of the Critical Incident.
  - b. The assistance needed (type, kind, quantity and time to report).
  - c. The location to which they are to respond.
  - d. The person to whom they are to report to upon arrival.
  - e. A contact name and number.

### III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Personnel Resource response by the agency to the prison is as follows:

- 1. Director of Emergency Services
- 2. Emergency Management Operations Manager
- 3. LEPC Coordinator
- 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Commander

B. The Equipment Resource response by the agency to the prison is as follows:

- 1. 800 MHz Radios which include the Marcs and Warren County Systems
- 2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

- 1. Acquisition Resources
- 2. On Scene Resource Coordination



## Department of Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources.

D. The agency utilizes the following radio frequencies:

Warren County operates on a Motorola 800 MHz Trunked Radio System. This is a 15 channel trunking system. There is no specific "Primary Frequency". Warren County's system can be patched into the Ohio MARCS system.

The Local Support Agency resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Warren Correctional to Warren County is as follows:

1. In the need of an emergency evacuation of the Warren County jail, Warren Correctional Institution is able to provide four (4) – twelve (12) passenger transportation vans, and one (1) forty-two (42) passenger HUB bus. The HUB bus will be provided by WCI only if it is not being utilized by the institution at the time of the emergency evacuation.

#### IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

### V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

### VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODRC, its employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

X 

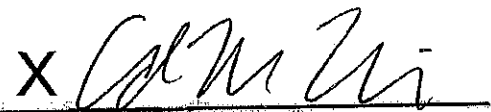
Capt. Brandon Teague, CIM Coordinator  
Warren Correctional Institution

Date: 1/10/22

X 

Warren County Board of Commissioners

Date: 1-25-22

X 

Warren County Prosecutor's Office

Approved as to form,  
Adam M. Nice

Date: 1/4/22

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0135

Adopted Date January 25, 2022

**AUTHORIZE BOARD TO SIGN THE COUNTY HIGHWAY SYSTEM MILEAGE  
CERTIFICATION**

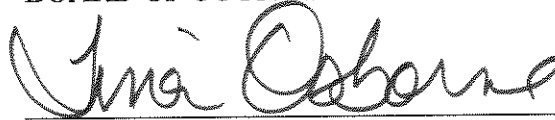
BE IT RESOLVED, to authorize the Board to sign the Ohio Department of Transportation annual County Highway System Mileage Certification for 2021 effective December 31, 2021.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: State of Ohio  
Engineer (file)



# Ohio Department of Transportation

Office of Technical Services

## 2021 County Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than March 1, 2022 or county mileage will be certified by default based on the best information available.**

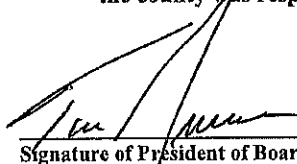
The total length of county maintained public roads in WARREN County  
was 268.283 miles as of December 31, 2020

As certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2021 and determine the net increase or decrease in mileage. Add the net change to the 2020 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2021


the county was responsible for maintaining 268.039 miles of public roads.

  
\_\_\_\_\_  
Signature of President of Board of County Commissioners


1-25-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

1-25-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

1-25-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Engineer Signature

1/19/2022  
\_\_\_\_\_  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation  
Office of Technical Services  
Mail Stop #3210  
1980 West Broad St. 2nd Floor  
Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

Summary of 2021 ODOT Changes  
for Roads in WARREN County,  
Township 00 , COUNTY

Certified Mileage for 2020 : 268.283 Miles

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TWP	00	Route: C	Route Name:	Change: -0.022
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Reason For Change	DUE TO THE INCORPORATION OF LBR'S DATA FOR WARREN COUNTY A BULK UPDATE TO THE MILEAGE WAS MADE FOR 2021.
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TWP	00	Route: C 00011	Route Name: BUTLER-WARREN COUNTY RD	Change: -0.060
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Reason For Change	CR 11 BUTLER-WARREN COUNTY RD REALIGN DUE TO INSTALLATION OF ROUNDABOUT.
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TWP	00	Route: C 00153	Route Name: ZOAR RD	Change: -0.162
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Reason For Change	CR 153 ZOAR RD IS NOW HALF WITHIN THE CITY OF SOUTH LEBANON FROM LOGS 4.759 TO 5.082 DUE TO ANNEXATION #2020-1.
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Total Changes: -0.244

Certified Mileage For: 2021 : 268.039 Miles



# Resolution

Number 22-0136

Adopted Date January 25, 2022

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPAIR TO THE GENERATOR AT GOOSE CREEK TOWER AND RENTAL OF TEMPORARY GENERATOR

WHEREAS, on January 13, 2022 a fail-to-start alarm alerted Telecommunications that the generator located at Goose Creek Tower had an issue and upon inspection antifreeze was found in the intake manifold; and

WHEREAS, parts are on order and could take a week or more to receive them at which time repairs will begin on the motor of the generator; and

WHEREAS, the generator rental is necessary to the continued operation of the equipment at the Goose Creek Tower while repairs are made to the existing generator to keep the tower ready in the event of a power outage; and

NOW THEREFORE BE IT RESOLVED, to authorize the temporary rental of a generator and the repair of the current generator at Goose Creek Tower; and

BE IT FURTHER RESOLVED, to approve Requisition# 221368 in the amount of \$ 1,410.00 for generator rental from Buckeye Power Sales and Requisition# 221367 in the amount of \$ 8,000 estimated for the repair of the broken generator at Goose Creek Tower by Buckeye Power Sales.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Telecom (file)

# Resolution

Number 22-0137

Adopted Date January 25, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1 Q-40698 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #1 Q-40698; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report #1 Q-40698 as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)  
Telecom (file



# CENTRALSQUARE

TECHNOLOGIES

10/15/2021

## Warren County, OH Sales Order Q-40698 Task Completion Report #1

Effective Date : 10/15/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to Warren County Enterprise CAD Caller Location Query (CLQ) Services

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

Public Safety project management and consulting services to configure/install CLQ for Enterprise CAD

Acknowledgement:

The Client acknowledges their approval of the project deliverables listed. Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
Project Management services fixed fee 100% due upon completion	\$390.00
CAD Consulting services fixed fee 100% due upon completion	1,560.00
Services Total	\$1,950.00

The Client is responsible to approve this Task Completion Report within 5 business days or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

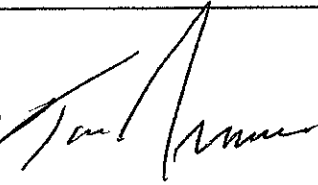
# Approvals

Client Project  
Manager

Print Name:

---

Signature: \*



Date: 1.25.22

CentralSquare  
Project Manager

Print Name: William M. McClamroch

---

Signature:



Date: 1/14/22

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0138

Adopted Date January 25, 2022

ENTER INTO AGREEMENT FOR RULES OF ENGAGEMENT FOR CYBERSECURITY ASSESSMENTS WITH U.S. DEPARTMENT OF HOMELAND SECURITY, CYBER AND INFRASTRUCTURE SECURITY AGENCY (CISA) ON BEHALF OF WARREN COUNTY BOARD OF ELECTIONS

BE IT RESOLVED, to approve and authorize the President of the Board to enter into agreement with U.S. Department of Homeland Security, Cyber and Infrastructure Security Agency (CISA) relative to Rules of Engagement for Cybersecurity Assessments on behalf of Warren County Board of Elections; copy of said agreement attached hereto and made a part hereof.

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

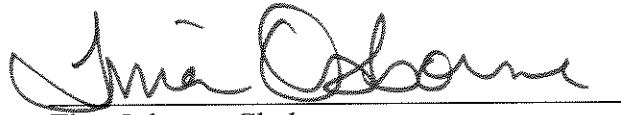
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a—US Department of Homeland Security – CISA  
Board of Elections (file)

# Resolution

Number 22-0139

Adopted Date January 25, 2022

APPROVE AND ENTER INTO AN AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS, FOR AND ON BEHALF OF WARREN COUNTY CHILDREN SERVICES WITH AFFORDABLE LANGUAGE SERVICES TO PROVIDE INTERPRETER SERVICES

BE IT RESOLVED, to approve and enter into an agreement between the Warren County Commissioners, for and on behalf of the Warren County Children Services with Affordable Language Services, for the purpose of interpreter services; agreement attached hereto and made a part hereof.

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

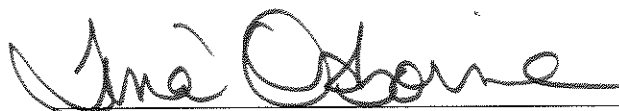
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

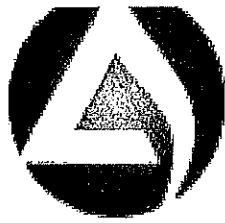
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Affordable Language Services  
Children Services (file)



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

*Service Agreement Prepared Exclusively For*

**WARREN COUNTY CHILDREN  
SERVICES**

**On-Site Interpreting  
Over the Phone Interpreting  
Video Remote Interpreting  
Video Conferencing Support  
Translation**

**December 2, 2021**

Cy Zack  
Sr. Account Executive  
O 513.618.0030  
M 513.305.7043  
[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)

Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our **core values** reflect our approach to service and underscore important aspects of our business approach.

**CARE DEEPLY**

*About the Customer experience  
Operational excellence  
Each other*

**DEMONSTRATE INTEGRITY**

*Do what we say we will do  
Respect & compassion  
Absolute honesty*

**TAKE INITIATIVE**

*Leave no stone unturned!  
Be proactive  
Go above and beyond!*

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of WARREN COUNTY CHILDREN SERVICES. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement):** Yearly total spend not to exceed \$30,000 without written approval.

- Over the Phone Interpreting (OPI) - On Demand & Scheduled
- Video Remote Interpreting (VRI) - On Demand & Scheduled
- On-Site Interpreting
- Video Conferencing
- Translation

This agreement is valid for execution through December 15, 2021.

Our proposed Service Agreement, based on current conversations, will be in effect through December 1, 2023. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for On-Site Interpreting, Video Remote Interpreting, Over the Phone Interpreting and Translation.



## INTERPRETING SERVICES

Affordable Language Services will provide WARREN COUNTY CHILDREN SERVICES with access to Interpreting Services for communication needs. You need to make sure your WARREN COUNTY CHILDREN SERVICES' Staff can communicate effectively with consumers, patients, families and each other.

***We make this process simple with a customized secure platform!***

- **On-Site Interpreter**
  - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
    - "Hub" Interpreters
    - Traditional prescheduled (individual) appointments
    - "On-Call" Interpreter program
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ WARREN COUNTY CHILDREN SERVICES will have access to schedule interpreting appointments through:
    - A dedicated Scheduling Team at Affordable Language Services
    - Secure Scheduling Portal (scheduling and monitoring appointments)
    - Dashboard and Scheduling Platform allows for real time reporting and Appointment visibility
- **Telephonic Interpreting (Over-the Phone/On Demand)**
  - ✓ ***ALS will customize for your facility for ease of use and billing accuracy***
  - ✓ Password Bypass
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully integrated with ZOOM
  - ✓ On Demand access for approximately 185 languages
  - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to WARREN COUNTY CHILDREN SERVICES facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS.
  - ✓ Capabilities of routing to US Based Interpreters only
- **Video Remote Interpreting (VRI/On Demand)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
  - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to your facility via computer web browser or interface on a mobile device (phone or tablet) through an APP for android or iOS
  - ✓ APP allows for audio or video call
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully integrated with ZOOM
  - ✓ Calls are routed to interpreters who specialize in medical interpretation
  - ✓ Capabilities of routing to US Based Interpreters only
  - ✓ Tablet/Devices and Tablet Stands available (Price – TBD) or accessibility on your equipment

- **Over-the-Phone and Video Remote Interpreting Prescheduled**
  - ✓ For appointments that require prescheduling (i.e., rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance
  - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Telehealth and Video Conferencing Support**
  - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
  - ✓ Provides more in depth and desirable outcome for provider and client
  - ✓ Compatible with bedside tablets
  - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year

**INTERPRETING SERVICES – On Site**

**Service Agreement:**

<b>SERVICE On-Site Interpreting</b>	<b>MINIMUM HOURS</b>	<b>REGULAR HOURS Rate/Hour</b>	<b>AFTER HOURS &amp; EMERGENT Rate/Hour</b>
<b>Consecutive Interpreting</b> <ul style="list-style-type: none"> <li>• <b>SPANISH</b></li> <li>• <b>Non-Certified Medical/Other</b></li> </ul>	1	\$50/Hour	\$60/Hour
<b>Consecutive Interpreting</b> <ul style="list-style-type: none"> <li>• <b>ALL OTHER LANGUAGES</b></li> <li>• <b>Non-Certified Medical/Other</b></li> </ul>	2	\$55/Hour	\$65/Hour
<b>Consecutive Interpreting</b> <ul style="list-style-type: none"> <li>• <b>AMERICAN SIGN LANGUAGE</b></li> <li>• <b>Non-Certified Medical/Other</b></li> </ul>	2	\$75/Hour	\$85/Hour
<b>Team Interpreting</b> <ul style="list-style-type: none"> <li>• <b>AMERICAN SIGN LANGUAGE</b></li> <li>• <b>SIMULTANEOUS – SPOKEN LANGUAGES</b></li> </ul>	TBD TBD	TBD TBD	TBD TBD
<b>Parking</b>	<b>Provided by Client</b>		
<b>Mileage</b>	<b>At current Federal Rate when applicable</b>		

- Regular Hours’ billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- Emergent and After Hours’ billing rate will apply to all times outside of Business Hours, and will include holidays (New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- If Scheduled appointments are longer than 5 hours in duration and cancelled with less than 72 hours-notice reserved time will be charged
- Rush Fee: if appointment is scheduled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the After Hours’ rate will apply
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is biweekly and submitted electronically or available via the Warren County Children Services portal
- E-Signatures will be used as Verification of Services

**INTERPRETING SERVICES (Over the Phone and Video Remote)**

**Service Agreement:**

<b>OVER THE PHONE INTERPRETING (OPI) – ON DEMAND</b> Pricing - Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$ .90
All Other Spoken	\$1.10
<b>VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND</b> Pricing - Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$1.00
All Other Spoken	\$1.30
American Sign Language	\$1.65
After Hours ASL (8PM – 8AM, Weekends and Holidays)	\$2.50
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING – SCHEDULED</b> Pricing - Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$1.10
All other Languages	\$1.30
American Sign Language	\$1.75
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING</b> Conference & Telehealth Pricing - Non-Certified Medical/Other	
TBD	Rate/Minute
<b>Set-up Fee</b>	

- All **“On Demand” Appointments** are billed by actual minutes utilized per call
- All **“Scheduled” Appointments** for Spoken Languages will be billed for a minimum of 30 Minutes
- All **“Scheduled” Appointments** for American Sign Language will be billed for a minimum of 60 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-Hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- OPI/VRI is invoiced monthly, submitted electronically or available via the WARREN COUNTY CHILDREN SERVICES portal
- Any scheduled OPI or VRI calls requiring blocks of time and extended duration will have a cancellation policy specific to the project and scope of work

## INTERPRETING SERVICES

### Qualifications & Requirements

It is important that we pre-determine the qualifications and requirements relative to assigned On-Site Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

**Affordable Language Services requires a background check for all On-Site interpreters**

No Requirement

- **DRUG SCREENING**

**Affordable Language Services requires a drug screen for all On-Site interpreters**

No Requirement

- **MEDICAL**

MMR Vaccine (one-time vaccine)

TB Test (required annually, or chest x ray required every 5 years)

Flu Shot (seasonal, October – April, required annually)

Badge Required

Other: \_\_\_\_\_

No Requirement

- **EDUCATION**

State Testing Training Required

Other: \_\_\_\_\_

No Requirement

- **LEGAL**

Legal Certification Required

▪ This will require interpreters to be formally certified by the state

Legally Qualified

▪ This is for interpreters who have had legal training, but have not completed the formal certification

No Requirement

**Parking on Location: (select all that may apply)**

Free/open to park anywhere

Interpreter responsible for cost

Interpreter must park in certain lot/area (please provide instruction on where)

Need Parking Sticker/Badge

## Document Translation & Localization

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Rapid Turnaround Time
- Secure Client Portal (Ability to transfer documents/retrieve documents/manage reporting)
- Integrated Translation Management System (memoQ/Plunet)
- Customizable Content Management
- Style Guide Design & Management
- Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country and International Linguist Teams
- Strategic Partnership to Support Overall Corporate Translation Plan
- Dedicated Translation Team Providing a Consultative Approach for all Projects

## Affordable Language Services - Translation Scope

- Translation Client "Needs Analysis" and Strategic Overview
- Document Translation
- Transcreation
- Website Localization (Service is quoted per Project)
- DTP (Desktop Publishing)
- Transcription (Service is quoted per Project)
- Subtitling (Service is quoted per Project)
- Voiceover and/or Dubbing (Service is quoted per Project)
- MT (Machine Translation)
- PEMT (Post Editing Machine Translation)
- Style Guide Creation
- Customizable Content Management

Base translation pricing is embedded in this proposal providing a competitive framework. Translation Memory will significantly compound pricing discounts as projects accumulate. ***Translation Memory is accessible and buildable by language and across ALL departments within your organization.***

Each translation project is unique and will generate its' own individual Quote. Customer can require Quote Authorization prior to project launch.

The table below outlines cost as it relates to elements of translation and should be used as a guideline. Specific projects may require additional attention, depending on source file type, post translation formatting, and unique project requirements.

**TRANSLATION SERVICES**

**Service Agreement:**

Language	Translation & Revision/Word	Minimum Fee	Languages
Group 1	\$0.18	\$50.00	Chinese (Simplified), Spanish, Vietnamese
Group 2	\$0.23	\$75.00	Arabic, Nepali, Russian, Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek
Group 3	\$0.24	\$75.00	Portuguese (Brazil), Portuguese (Portugal), Turkish, Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen
Group 4	\$0.25	\$85.00	Chinese (Traditional), French, Greek, Italian, Japanese, Korean, Albanian, Armenian, Belarusian, Bengali, Bosnian, Burmese, Czech, Farsi, Filipino, Gujarati, Hindi, Indonesian, Kannada, Kyrgyz, Lao, Latvian, Lithuanian, Macedonian, Marathi, Oromo, Pashto, Polish, Romanian, Sanskrit, Serbian, Slovakian, Slovenian, Somali, Telugu, Tswana (Setswana)
Group 5	\$0.32	\$85.00	Dutch, French (Canadian), German, Hebrew, Afar, Afrikaans, Amharic, Assamese, Azerbaijani, Catalan, Chin Hakha (Lai), Chuukese, Danish, Divehi (Maldivian), Dzongkha, Estonian, Finnish, Flemish, Haitian Creole, Hausa, Hmong, Icelandic, Igbo, Irish, Karen, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirundi, Konkani, Kurdish, Lingala, Malagasy, Malayalam, Maltese, Mandingo (Mandinka), Mongolian, Ndebele (N), Ndebele (S), Norwegian, Oriya, Sepedi, Sindhi, Sinhala, Sotho (Sesotho), Swedish, Tamil, Tibetan, Teso (Ateso), Tigrinya, Tongan, Tooro, Tsonga, Twi, Venda, Wolof, Xhosa, Yoruba, Zulu
	TBD	TBD	Extremely rare languages pricing and feasibility by request

## **Translation Services continued.....**

### **Standard Delivery:**

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

### **Expedited Delivery:**

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expediated delivery will result in a 30% rush fee

### **Desktop Publishing (DTP):**

- Desktop publishing will be charged at a rate of \$60.00 per hour for document recreation and formatting. This may apply to documents like brochures and posters where formatting is necessary due to text expansion/contraction. This may also apply to documents in PDF format if recreation is necessary

### **Notarized Certificate of Accuracy:**

- \$15 per certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the Translators ability
- Certificates typically must accompany documents utilized for a legal or official purpose

### **Invoicing:**

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected



## INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

WARREN COUNTY CHILDREN SERVICES' INFORMATION	
Company Name:	Billing Address – please list if different than address on left
Address:	Billing Address:
City:                      State:                      Zip	City:                      State:                      Zip
Client Contact for Services:	Client Contact for Billing:
Phone #:	Phone #:
Email Address:	Email Address:
Fax #:	Fax #:
Preferred Method of Payment: ACH or Check	
INVOICE FIELDS – Please select if these fields are required to be shown on Invoices	
PO Required?	Other (please specify):
Cost Center Code(s) Required?	Other (please specify):
Case Number Required?	Other (please specify):
Suite/Department Required?	Other (please specify):

## ONLINE ACCESS

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. ALS will provide training on the software to assist your team.

NAME/ROLE	PHONE	EMAIL	ACCESS LEVEL	PLATFORM



## Company Terms & Conditions

### 1. DEFINITIONS

"Company" means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

"Client" means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary ("Non-Subjective Errors"). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

### 3. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Upon the conclusion of the initial term of the agreement, Company can modify pricing associated with its' services as dictated by business conditions. Such pricing changes must be provided to Client with at least 30 days' notice.

### 4. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of



company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.

#### 5. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 6. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

#### 7. CLIENT'S DUTIES AND OBLIGATIONS

##### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

##### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e., medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

##### Responsibility to Review Invoices and Limitation to Dispute Charges



The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received. Predetermined questions (for OPI and VRI invoicing) that have no response cannot be challenged for accuracy.

#### 8. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

#### 9. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

#### 10. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

#### 11. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in Section 3.

#### 12. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.



13. MODIFICATION

Except as to pricing terms of Section 3, above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

14. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state, without regard to its conflict of laws rules.

15. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

16. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 14.



**SIGNATURE**

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed:

**Affordable Language Services**

Signature: *[Handwritten Signature]*  
 Print: *Ly Zuck*  
 Title: *Sl. Account Elec*  
 Date: *1/18/2022*  
 Type:

**WARREN COUNTY CHILDREN SERVICES**

Signature: *[Handwritten Signature]*  
 Print: *Tom Grossmann*  
 Title: *President*  
 Date: *1-25-22*



**SIGNATURE**

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed:

**Affordable Language Services**

Signature: *by Zach*  
Print: *by Zach*  
Title: *SR. Account Dir.*  
Date: *1/11/2022*  
Type:

**WARREN COUNTY CHILDREN SERVICES**

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Kristi Reynek, holding the title and position of CFO at the firm Affordable Language Services, 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.

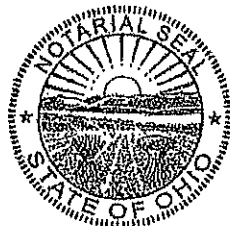
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Kristi Reynek  
AFFIANT

Subscribed and sworn to before me this 18th day of June 2022

Dorothy Hogg  
(Notary Public),  
Hamilton County.

My commission expires 10-17 2022



DOROTHY JANE HOGG  
Notary Public, State of Ohio  
My Commission Expires 10-17-2022



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0140

Adopted Date January 25, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/18/22 and 1/20/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 22-0141

Adopted Date January 25, 2022

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR SAWYER'S MILL PROJECT I, LLC FOR REDUCTION IN THE DEVELOPER'S PERFORMANCE OBLIGATION COMMENSURATE WITH THE DEVELOPER'S PERFORMANCE SUCCESSFULLY COMPLETED TO DATE FOR SAWYER'S MILL, SECTION ONE (CINCINNATI-DAYTON ROAD/DIXIE HIGHWAY IMPROVEMENTS) IN FRANKLIN TOWNSHIP

WHEREAS, the Developer has completed more than eighty-five percent (85%) of the Developer's performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance and maintenance may be reduced to \$33,364.42; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	:	19-002 (P)
Development	:	Sawyer's Mill, Section One (Cincinnati-Dayton Road/Dixie Highway Improv.)
Developer	:	Sawyer's Mill Project I, LLC
Township	:	Franklin
Reduction Amount	:	\$183,504.30
Surety Company	:	International Fidelity Insurance Co. (0744797)

BE IT FURTHER RESOLVED: the original amount of bond was \$216,868.72 and after the above reduction, the remaining bond amount is \$33,364.42.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sawyer's Mill Project I, LLC, 10100 Innovation Drive, Ste 410, Dayton, OH 45342  
International Fidelity Insurance Co., One Easton Oval, Ste 388, Columbus, OH 43219  
Engineer (file)  
Bond Agreement file

# Resolution

Number 22-0142

Adopted Date January 25, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 3, SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT


Bond Number	:	22-003 (W/S)
Development	:	Kensington, Phase 3
Developer	:	Grand Communities, LLC
Township	:	Deerfield
Amount	:	\$11,188.25
Surety Company	:	RLI Insurance Company (Bond No. CMS0347079)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

caw

cc: Grand Communities LLC, 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018  
RLI Insurance Compnay, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

22-003 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Kensington **Subdivision, Section/Phase 3** (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$111,882.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$11,188.25 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

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ATTN: Randy Acklin

---

3940 Olympic BLVD

---

Erlanger, KY 41018

---

Ph. ( 859 ) 344 - 5956

---

D. To the Surety:

RLI Insurance Company  
\_\_\_\_\_  
525 W Buren Street, Suite 350  
\_\_\_\_\_  
Chicago, IL 60607  
\_\_\_\_\_  
Ph. ( 312 ) 445 - 9742

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_ **Original Escrow Letter** (attached)

X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**



17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

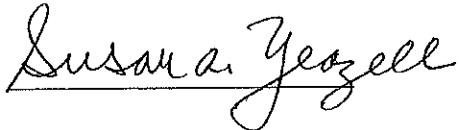
**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

**SURETY:** RLI Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: David Stroup

PRINTED NAME: Susan A. Yeazell

TITLE: VP of Land Development

TITLE: Attorney-in-Fact

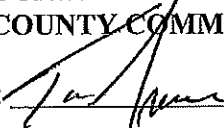
DATE: 11-15-21

DATE: November 12, 2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0142, dated 1-25-22.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

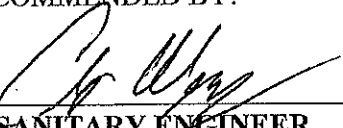
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 1-25-22

RECOMMENDED BY:

By:   
SANITARY ENGINEER  
DEPUTY

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. CMS0347079

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Oblige) in the penal sum of Eleven Thousand One Hundred Eighty-Eight and 25/100 Dollars, (\$ 11,188.25), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 12th day of November, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Oblige above named for certain physical improvements for

Water and/or Sanitary Sewer in Kensington, Phase 3 Subdivision

---

In Deerfield Township, Warren County, Ohio

---

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Oblige;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 12th day of November, 2021, indemnify the Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Oblige or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC  
A Kentucky Limited Liability Company

Principal

By:

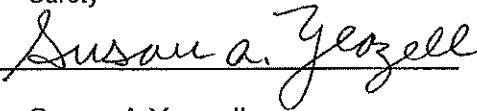


Its: David Stroup  
VP of Land Development

RLI Insurance Company

Surety

By:



Susan A. Yeazell

Its:

Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazel, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of November, 2021.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 22-0143

Adopted Date January 25, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR RIGHT OF WAY DEDICATION SHADOW WOOD DRIVE SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	22-002 (P/S)
Development	:	Right of Way Dedication Shadow Wood Drive
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$80,659.80
Surety Company	:	RLI Insurance Company (CMS0347883)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**

(Including Sidewalks)

Security Agreement No.

22-002(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
\_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Right of Way Dedication  
Shadow Wood Drive Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in  
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$221,093.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$62,046.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$ 80,659.80 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ \$44,218.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC  
Randy Acklin  
3940 Olympic BLVD  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W. Buren, Suite 350

Chicago, IL 60607

Ph. ( 312 ) 445 - 9742

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

**SURETY:** RLI Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: David Stroup

SIGNATURE: Susan A. Yeazell

PRINTED NAME: David Stroup

PRINTED NAME: Susan A. Yeazell

TITLE: VP of Land Development

TITLE: Attorney-in-Fact

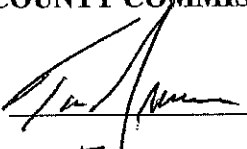
DATE: 1/11/21

DATE: January 10, 2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0143, dated 1-25-22.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE:  \_\_\_\_\_

PRINTED NAME: Tom Grossmann \_\_\_\_\_

TITLE: President \_\_\_\_\_

DATE: 1-25-22 \_\_\_\_\_

RECOMMENDED BY:

By:  \_\_\_\_\_  
COUNTY ENGINEER

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**PERFORMANCE BOND**

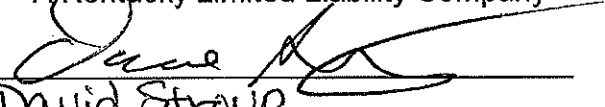
**KNOW ALL MEN BY THESE PRESENTS** that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Eighty Thousand Six Hundred Fifty-Nine and 80/100 Dollars (\$80,659.80) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Street, Sidewalk and Storm in Right of Way Dedication Shadow Wood Drive Subdivision in Turtlecreek Township, Warren County, OH.

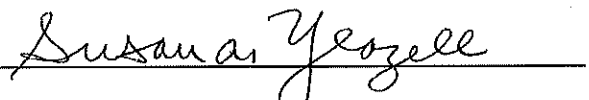
**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Street, Sidewalk and Storm in Right of Way Dedication Shadow Wood Drive Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Eighty Thousand Six Hundred Fifty-Nine and 80/100 Dollars (\$80,659.80) and no more.

**SIGNED AND DATED THIS** 10th day of January, 2022.

Principal: Grand Communities, LLC  
A Kentucky Limited Liability Company

By:   
David Stroup  
VP of Land Development

Surety: RLI Insurance Company

By:   
Susan A. Yeazell, Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 10th day of January, 2022.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 22-0144

Adopted Date January 25, 2022

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Franklin – Trenton Road Right-Of-Way Dedication Plat – Franklin Township
- Kensington Phase 3 Final Plat – Deerfield Township
- Right-Of-Way Dedication Shadow Wood Drive – Turtlecreek Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC



# Resolution

Number 22-0145

Adopted Date January 25, 2022

APPROVE OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUND #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #101 into Emergency Services Fund #2264 and #2290:

\$103,155.00 from #11011112-5795 (Commissioners – Transfer – EMA)  
into #2264-49000 (County Government)

\$ 27,119.00 from #11011112-5786 (Commissioners – Transfer – Hazmat)  
into #2290-49000 (Hazmat Fund - County Government)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Emergency Services (file)  
OMB

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

# Resolution

Number 22-0146

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURER'S OFFICE FUND  
#11011130

BE IT RESOLVED, to approve the following appropriation adjustments:

\$6,000.00 from #11011130-5102 (Regular Salaries)  
into #11011130-5318 (Data Bd Approv Non Cap)

\$ 500.00 from #11011130-5102 (Regular Salaries)  
into #11011130-5421 (Rent or Lease)

\$5,000.00 from #11011130-5102 (Regular Salaries)  
into #11011130-5910 (Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor              
Appropriation Adj. file  
Treasurer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0147

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#11011240

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

\$ 2,200.00	from	11011240-5400	(Juv Ct Purchased Services)
	into	11011240-5421	(Juv Ct Rent or Lease)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 22-0148

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

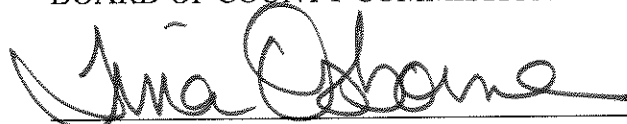
\$20,000.00	from #11012810-5400	(Purchased Services)
	into #11012810-5370	(Software – Non Data Board)
\$ 2,000.00	from #11012810-5400	(Purchased Services)
	into #11012810-5421	(Rent or Lease)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 22-0149

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11012812-5400 (TEL Data Purchased Services)  
into #11012812-5370 (TEL Data Software)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc Auditor    
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 22-0150

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Jammie Irwin:

\$880.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

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

# Resolution

Number 22-0151

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to the essential upgrade of new remote terminal communication units for each of the sixty-nine (69) sewer lift stations; and

WHEREAS, the new remote terminal communication units must be approved through the Warren County Data Board; and

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

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

\$65,000.00	from	55803300 - 5998	(Reserve/Contingency)
	into	55803300 - 5371	(Data Board Software)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

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

# Resolution

Number 22-0152

Adopted Date January 25, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

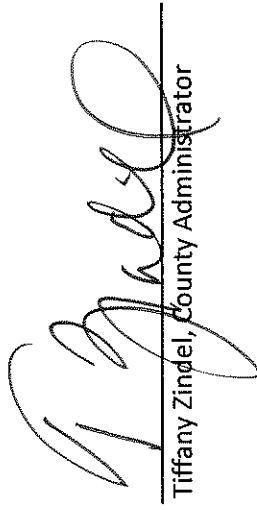
cc:

Commissioners' file



Department	Vendor Name	Description	Amount
WAT	BUCKEYE POWER SALES CO INC	WAT ZERO TURN MOWER FOR RAR	\$ 11,671.00
WAT	THE HENRY P THOMPSON CO	SEW HAYWARD GORDON ROTATING PU	\$ 18,700.00
WAT	JACK DOHENY COMPANIES INC	SEW PORTABLE SEWER LINE CAMERA	\$ 55,479.00
ENG	IPROJECTSOLUTIONS LLC	ENG.MAPROOM I-PLAN TABLE	\$ 13,650.00
ENG	BRITT TREE CO LLC	ENG.TREE REMOVAL @ LYTTLE 5/BUN	\$ 5,000.00

1/25/2022 APPROVED:

  
 Tiffany Zindel, County Administrator

# Resolution

Number 22-0153

Adopted Date January 25, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO ECONOMIC DEVELOPMENT FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Economic Development #11011116 in order to process a vacation leave payout for R. Brigano former employee of the Economic Development:

\$3,085.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011116-5882	(Economic Development - Vacation Leave Payout)

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)  
OMB

# Resolution

Number 22-0154

Adopted Date January 25, 2022

APPROVE AND AUTHORIZE THE WARREN COUNTY PORT AUTHORITY  
TO APPLY TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE BROWNFIELD  
REMEDICATION GRANT PROGRAM

WHEREAS, The Warren County Port Authority has been designated as the lead entity for the  
Brownfield Remediation Grant Program on behalf of the Warren County Commissioners, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Port  
Authority to submit an application to the Ohio Department of Development for the Brownfield  
Remediation Program.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Ohio Dept. of Development  
OGA (file)  
Port Authority (file)

# Resolution

Number 22-0155

Adopted Date January 25, 2022

ISSUE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES TO PROVIDE A FACILITES MASTER PLAN STUDY WITHIN WARREN COUNTY TO ASSIST IN PLANNING A FACILITIES MASTER PLAN

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

WHEREAS, Warren County desires to improve the design, layout and utilization of the County's Justice Drive Campus, Silver Street Campus, and multiple other facilities, all located in Lebanon, Ohio; and

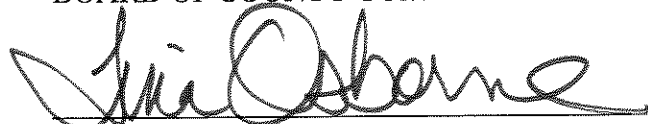
NOW THEREFORE BE IT RESOLVED, that the Director of Facilities Management is hereby authorized to issue the public notice for the procurement of professional services for the Facilities Master Plan Study.

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

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

Resolution adopted this 25<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities (file)  
Project file