

# Resolution

Number 17-1700

Adopted Date October 31, 2017

ACCEPT RESIGNATION OF REBECCA PARRY, LAB TECHNICIAN III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE NOVEMBER 17, 2017


BE IT RESOLVED, to accept the resignation of Rebecca Parry, Lab Technician III, within the Warren County Water and Sewer Department, effective November 17, 2017.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
R. Parry's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Theresa Reier

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

# Resolution

Number 17-1701

Adopted Date October 31, 2017

AUTHORIZE THE POSTING OF THE "LAB TECHNICIAN I, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Lab Technician I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Lab Technician I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning November 1, 2017.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/ Sewer (File)  
OMB-Sue Spencer  
T. Reier

# Resolution

Number 17-1702

Adopted Date October 31, 2017

DESIGNATE EXTENDED ILLNESS LEAVE TO CHRISTINA NETHERS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is necessary to designate an Extended Illness Leave of Absence for Christina Nethers, Emergency Communications Operator; and

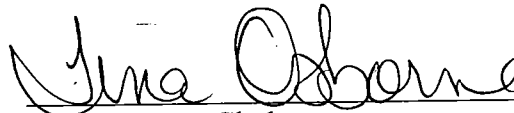
NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Christina Nethers for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Nethers' physician.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
Christina Nethers' Extended Illness file  
OMB – Sue Spencer

# Resolution

Number 17-1703

Adopted Date October 31, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO SAMUEL ROBERTS,  
ASSOCIATE ARCHITECT, WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Samuel Roberts, Associate Architect; and


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

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
Samuel Roberts' FMLA file  
OMB- Sue Spencer

# Resolution

Number 17-1704

Adopted Date October 31, 2017

APPROVE EMERGENCY REPAIR TO THE SANITARY SEWER MAIN LOCATED ON LEESHORE DRIVE

WHEREAS, on October 24, 2017 personnel from the Water and Sewer Department were notified by a televising company for Duke Gas that while televising for the gas main alignments in the area, they noticed a sewer main missing part of the pipe wall; and

WHEREAS, personnel viewed the video and confirmed the pipe was broken, not due to any Duke gas main work, and needed repaired; and

WHEREAS, it is imperative to repair said sanitary sewer main immediately to avoid Environmental Protection Agency (EPA) violations and for the health and safety of our residents; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22645 with Tele-Vac in the amount \$5,000.00 to perform a point repair on the sewer main.

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


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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Water/Sewer (file)  
OMB

# Resolution

Number 17-1705

Adopted Date October 31, 2017

APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve a Memorandum of Understanding between the Warren County Commissioners on behalf of Warren County Department of Human Services and Warren County Children Services to utilize \$150,000 in Title XX Base funding; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Human Services  
c/a – Children Services  
Human Services (file)  
Children Services (file)

## MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (hereinafter "WCDJFS"), and the Warren County Department of Job and Family Services Division of Children Services (hereinafter "WCPCSA"), to provide WCPCSA with unspent allocated funds.

### 1. TERM

This MOU shall serve as such agreement and the term shall commence upon the Warren County Board of County Commissioner's approval through Resolution and shall not expire unless otherwise terminated by a formal agreement.

### 2. AGREEMENT

WCDJFS agrees to release the following unspent allocation to WCPCSA;

| Funding Source         | Grant    | Amount       | Liquidation |
|------------------------|----------|--------------|-------------|
| FFY 2017 Title XX Base | JFSCSS17 | \$150,000.00 | 12/31/2017  |

And hereby certifies the following:

- Sufficient funding levels remain to provide mandated services for the remainder of the funding period;
- The fund release does not leave WCDJFS with an amount below the previous FFY expenditure level.

### 3. WCDJFS' RESPONSIBILITIES

Release unspent allocation to WCPCSA per this MOU.

### 4. WCPCSA RESPONSIBILITIES

Expend funds per all federal guidelines.

### 5. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

### 6. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

**7. SEVERABILITY**

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

**8. TERMINATION**

This MOU may be terminated by either party, upon notice, in writing to the Director of Job and Family Services, delivered upon the other party 90 days prior to the effective date of termination.

**9. NON-DISCRIMINATION**

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

**10. RELATIONSHIP**

Nothing in this MOU is intended to, or shall be deemed to constitute, a merger of the two entities.

**11. PUBLIC RECORDS**

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

**12. CONFIDENTIALITY**

WCDJFS and WCPCSA agree to comply with all federal and state laws applicable to both departments concerning confidentiality.



**13. AMENDMENTS**

This writing constitutes the entire agreement between WCDJFS and WCPCSA with respect to all matters herein.

**14. AUDIT**

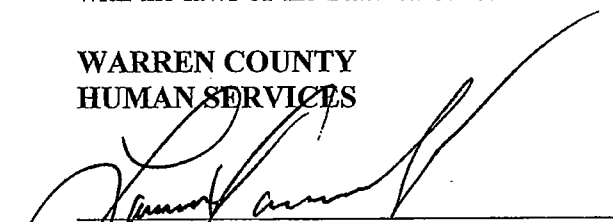
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

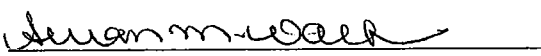
**SIGNATURES**

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

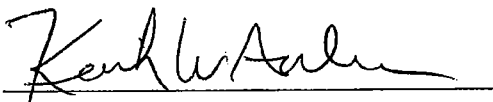
**WARREN COUNTY  
HUMAN SERVICES**

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director  
10/18/2017  
\_\_\_\_\_  
Date

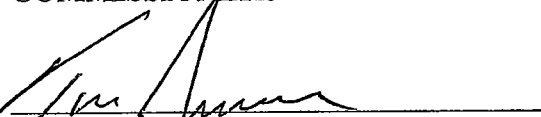
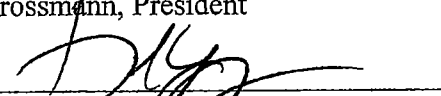
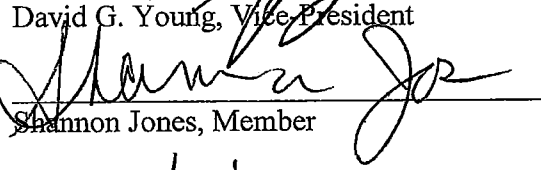
**WARREN COUNTY  
CHILDREN SERVICES**

  
\_\_\_\_\_  
Susan Walther, Director  
10/18/17  
\_\_\_\_\_  
Date

**WARREN COUNTY PROSECUTOR**  
Approved

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

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

  
\_\_\_\_\_  
Tom Grossmann, President  
  
\_\_\_\_\_  
David G. Young, Vice President  
  
\_\_\_\_\_  
Shannon Jones, Member  
10/31/17  
\_\_\_\_\_  
Date

# Resolution

Number 17-1706

Adopted Date October 31, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK INC, FOR CREDIT CARD PROCESSING PAYMENT SERVICES ON BEHALF OF THE WARREN COUNTY PROBATE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with LexisNexis VitalChek Network Inc., on behalf of Warren County Probate Court; for credit card services to pay fees through our current Probate Court software system. Copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – LexisNexis VitalChek Network Inc,  
Juvenile/Probate (file)

LexisNexis® VitalChek Network Inc.  
Payment Solutions Service Agreement

This agreement ("Agreement") is entered into as of October 11, 2017 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Warren County Probate Court ("Customer") with its principal place of business located at 900 Memorial Drive, Lebanon, OH 45036

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**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

**NOW, THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1, attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current Fees are detailed on Schedule 2, attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records

to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the twelve (12) month period preceding the date of such loss or injury.
15. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

*Warren County Commissioners*  
*on behalf of*  
**CUSTOMER: Warren County Probate Court**

Signature: *[Signature]*  
 By: Tom Grossmann  
 Title: President  
 Date: 10/31/17

**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature: *[Signature]*  
 By: Jeff Diefke  
 Title: Vice President, General Manager  
 Date: 10-12-2017

**APPROVED AS TO FORM**

*[Signature]*  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**Schedule 1  
Hardware and Software**

|                        |  |  |
|------------------------|--|--|
| <b>1 Point of Sale</b> |  |  |
| <b>VPS System</b>      |  |  |
|                        |  |  |
|                        |  |  |
|                        |  |  |
|                        |  |  |

**Schedule 2  
Fees**

|                                   |  |  |
|-----------------------------------|--|--|
| <b>E-Filing</b>                   |  |  |
| <b>Credit Transactions</b>        | <b>\$1.00 or 3% whichever is greater</b> | <b>Visa, MasterCard, Amex &amp; Discover</b> |
| <b>Point of Sale Transactions</b> |  |  |
| <b>Debit</b>                      | <b>\$2.00 per transaction</b>            | <b>Visa and MasterCard</b>                   |
| <b>Credit</b>                     | <b>\$2.00 or 3%</b>                      | <b>Visa, MC, Discover and Amex</b>           |
|                                   |  |  |

# Resolution

Number 17-1707

Adopted Date October 31, 2017

ENTER INTO AN AGREEMENT WITH OARNET ON BEHALF OF WARREN COUNTY  
TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an agreement with OARnet on behalf of Warren County  
Telecommunications; 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. Grossmann.  
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – OARnet  
Telecom (file)



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9390 • www.oar.net

O: Dustin Flint  
Data Systems Analyst  
Warren County Telecommunications  
500 Justice Drive  
Lebanon, OH 45036

FROM: Emmalee Amundson  
Business Relationship Manager  
1224 Kinnear Rd  
Columbus, OH 43212

MAIL: dustin.flint@wcoh.net

EMAIL: eamundson@oar.net WEB: www.oar.net

HONE: (513) 695-3250 FAX:

PHONE: (614) 292-7293 FAX: (614) 292-9390

TERMS: OARnet-VMware ELA  
Remit to: The Ohio State University - OARnet  
1224 Kinnear Rd, Columbus, Ohio 43212  
Payment Terms: Net 30 (On Approved Credit)  
Credit Cards: VISA/MasterCard/AMEX/DISCOVER

QUOTE NO: 8691453  
QUOTE DATE: 09/27/2017  
QUOTE EXPIRES: 10/27/2017

TOTAL QUOTE: \$22,162.07

\*PLEASE SEE QUOTE TERMS BELOW FOR MORE INFORMATION

| LINE NO. | PRODUCT SKU              | DESCRIPTION   | PRODUCT PRICE | CO-TERM COST | QTY | SUBTOTAL   |
|----------|--------------------------|---|---------------|--------------|-----|------------|
| 1        | VS6-ENT-P-SSS-C          | vSphere Enterprise (per CPU)<br>(Production Level<br>Support/Subscription)<br>Start Date: 10/11/2016<br>End Date: 10/10/2018<br>Contract #: 30532401  | \$467.35      | \$934.70     | 6   | \$5,608.20 |
| 2        | VC-SRM6-25S-P-SSS-C      | vCenter Site Recovery Manager<br>Standard (25 VM Pack)<br>(Production Level<br>Support/Subscription 1 Year)<br>Start Date: 10/11/2017<br>End Date: 10/10/2018<br>Contract #: 335601414        | \$601.90      | \$601.90     | 1   | \$601.90   |
| 3        | VCS6-STD-P-SSS-C         | vCenter Server Standard for<br>vSphere 6 (Per Instance)<br>(Production Level<br>Support/Subscription 1 Year)<br>Start Date: 10/11/2017<br>End Date: 10/10/2018<br>Contract #: 31243202        | \$811.85      | \$811.85     | 1   | \$811.85   |
| 4        | VS6-OEPL-P-SSS-C         | vSphere w/ Operations<br>Management Enterprise Plus (per<br>CPU) (Production Level<br>Support/Subscription 1 Year)<br>Start Date: 10/11/2017<br>End Date: 10/10/2018<br>Contract #: 339482383 | \$524.55      | \$524.55     | 10  | \$5,245.50 |
| 5        | VS6-OEPL-P-SSS-C         | vSphere w/ Operations<br>Management Enterprise Plus (per<br>CPU) (Production Level<br>Support/Subscription)<br>Start Date: 12/08/2017<br>End Date: 10/10/2018<br>Contract #: 341479822        | \$524.55      | \$441.20     | 8   | \$3,529.60 |
| 6        | VCS6-STD-P-SSS-C         | vCenter Server Standard for<br>vSphere 6 (Per Instance)<br>(Production Level<br>Support/Subscription)<br>Start Date: 04/11/2018<br>End Date: 10/10/2018<br>Contract #: 343400887              | \$811.85      | \$407.04     | 1   | \$407.04   |
| 7        | VS6-ENT-EPL-UG-C         | Upgrade: vSphere Enterprise to<br>Enterprise Plus<br>End Date: 10/10/2018   | \$276.91      | \$276.91     | 6   | \$1,661.46 |
| 8        | UPGRADE<br>PRORATION FEE | Upgrade OARnet Key. (6) CPUs x<br>(14) months at \$7.04= \$591.50<br>End Date: 10/10/2018<br>Contract #: 30532401   | \$591.50      | \$591.50     | 1   | \$591.50   |





| LINE NO.            | PRODUCT SKU     | DESCRIPTION  | PRODUCT PRICE | CO-TERM COST | QTY | SUBTOTAL           |
|---------------------|-----------------|--|---------------|--------------|-----|--------------------|
| 9                   | VS6-EPL-C       | vSphere Enterprise Plus (per CPU)  | \$1,284.41    | \$1,284.41   | 2   | \$2,568.82 ✓       |
| 10                  | VS6-EPL-P-SSS-C | vSphere Enterprise Plus (per CPU)<br>(Production Level<br>Support/Subscription 1 Year) | \$568.10      | \$568.10     | 2   | \$1,136.20 ✓       |
| <b>SUBTOTAL:</b>    |                 |  |               |              |     | <b>\$22,162.07</b> |
| <b>TOTAL QUOTE:</b> |                 |  |               |              |     | <b>\$22,162.07</b> |

**QUOTE TERMS**

**CREDIT CARD PAYMENT:** Credit Card payment is accepted at time of order placement for a maximum of \$10,000. Provide credit card information to the OARnet Business Office (614-292-9381) prior to order submission.

**PO:** Quote number should be referenced on Purchase Order. Vendor address on PO must state OARnet's address at OSU: 1224 Kinnear Rd, Columbus, OH 43212

**PO ORDER:** Submit Quote Copy along with a PO (or Credit Card payment) to:

State: vmware-stateofohio@oar.net  
 C12: vmware-k12@oar.net  
 Higher Ed: vmware-higher-education@oar.net

**Upgrade OARnet Keys:**  
 1J8CL-0X2D5-K8H8N-0J1AP-915Q4  
 End date = 10/10/2018 based on renewal

**OARnet Terms and Conditions:**

The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Partner Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website ([https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio\\_EULA.pdf](https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio_EULA.pdf)). The terms of the EULA published on the OARnet website supersede any click to accept EULA embedded in the software downloaded from VMware.

**1. Payment Terms**

**Failure to Pay:** OARnet may terminate this Agreement or EULA and demand End User to no longer use the Product, upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest and any collection fees.

**2. Term and Termination** The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall continue for the term set forth in Attachment 1 or is otherwise terminated pursuant to the Agreement or the terms of the EULA. OARnet may terminate this agreement upon 30 days' notice for End User's failure to pay invoices when due or immediately for material breach of any other term of this agreement and demand End User no longer uses the Product.

**3. Limitation of Liability**

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

**4. Compliance with Applicable Law and Other Obligations**

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

**5. Governing Law and Jurisdiction**

This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

**6. Entire Agreement; Amendments**

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.



| LINE NO. | PRODUCT SKU | DESCRIPTION | PRODUCT PRICE | CO-TERM COST | QTY | SUBTOTAL |
|----------|-------------|-------------|---------------|--------------|-----|----------|
|----------|-------------|-------------|---------------|--------------|-----|----------|

IN WITNESS WHEREOF, each party hereto warrants and represents that this Order Form has been executed by a duly authorized representative of such party, and it constitutes the legal, valid and binding obligation of such part.

END USER: Warren Co. Commissioners (on behalf of W.C. Telecom)

SIGNATURE: [Signature]

NAME: Tom Grossmann

TITLE: President

DATE: 12/31/17

END USER CONTACT INFORMATION

Entity / Customer / End User Name: Warren County Telecommunications

Portal Folder Name (if known): \_\_\_\_\_

Technical Contact (Primary):

Billing Contact

Name: Gary Estes

Name: \_\_\_\_\_

Address: 500 Justice Dr.

Address: Same

City/State/Zip: Lebanon, OH 45036

City/State/Zip: \_\_\_\_\_

Phone: 513-695-1810

Phone: \_\_\_\_\_

Email: gary.estes@wcoh.net

Email: \_\_\_\_\_

APPROVED AS TO FORM

[Signature]

Keith W. Anderson  
Asst. Prosecuting Attorney

# Resolution

Number 17-1708

Adopted Date October 31, 2017

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND WINTON TRANSPORTATION INCORPORATED, D.B.A. UNIVERSAL TRANSPORTATION SERVICES (U.T.S.), ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #16-0929, adopted June 21, 2016, this Board approved the Community Non-Emergency Transportation contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services; and

WHEREAS, upon review by the Warren County Department of Human Services and Winton Transportation Incorporated d.b.a. Universal Transportation Services, it is mutually agreed to increase the said Contract in the amount of \$190,000.00 thru 06/30/18; and

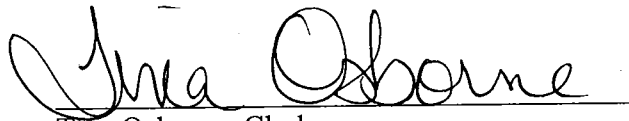
NOW THEREFORE BE IT RESOLVED, to amend the Community Non-Emergency Transportation Contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services on behalf of Warren County Human Services; agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Winton Transportation  
dba – Universal Transportation Services (U.T.S.)  
Human Services (file)

**AMENDMENT TO THE COMMUNITY NON-EMERGENCY  
TRANSPORTATION CONTRACT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
UNIVERSAL TRANSPORTATION SERVICES, LLC dba UTS**

**WHEREAS**, a Community Non-Emergency Transportation Contract was entered into on June 21, 2016 between the Warren County Board of Commissioners and was amended on April 25, 2017, on behalf of the Warren County Department of Human Services and Universal Transportation Services, LLC dba UTS, hereinafter jointly referred to as "the Parties" and

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


- 1) On June 21, 2016 Resolution #16-0929 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2016 and ending June 30, 2018 for the amount of \$225,000.00 per SFY for a total contracted amount of \$450,000.00.
- 2) Amend the contracted amount for SFY 2017 only to \$350,000.00. The total contracted amount shall remain limited to \$450,000.00 for the entire contract period of July 1, 2016 through June 30, 2018.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

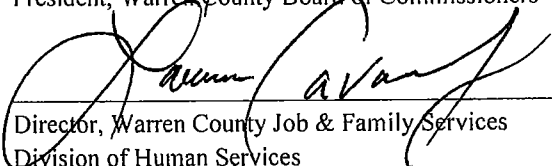
- 1) Amend the contracted amount for SFY 2018 increasing the contracted amount in the amount of \$190,000.00. The total contract amount for SFY 2018 (July 1, 2017- June 30, 2018) shall increase to \$415,000.00 for the remaining contract period ending June 30, 2018.

All other terms, conditions and provisions of the Community Non-Emergency Transportation Contract shall remain in full force and effect for the term of the Contract as entered into on June 21, 2016 by Resolution #16-0929 and April 25, 2017 Resolution # 17-0635 of the Warren County Board of Commissioners.

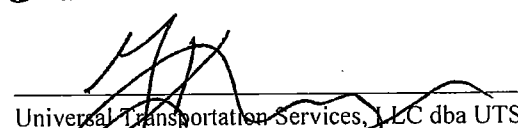
**WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES**

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

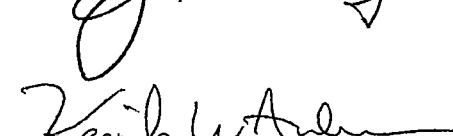
10/31/17  
Date

  
\_\_\_\_\_  
Director, Warren County Job & Family Services  
Division of Human Services

10/12/2017  
Date

  
\_\_\_\_\_  
Universal Transportation Services, LLC dba UTS

10/15/17  
Date

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

10-10-17  
Date

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

# Resolution

Number 17-0635

Adopted Date April 25, 2017

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND WINTON TRANSPORTATION INCORPORATED, D.B.A. UNIVERSAL TRANSPORTATION SERVICES (U.T.S.), ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #16-0929, adopted June 21, 2016, this Board approved the Community Non-Emergency Transportation contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services; and

WHEREAS, upon review by the Warren County Department of Human Services and Winton Transportation Incorporated d.b.a. Universal Transportation Services, it is mutually agreed to increase the said Contract in the amount of \$125,000.00 thru 06/30/17; and

NOW THEREFORE BE IT RESOLVED, to amend the Community Non-Emergency Transportation Contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services on behalf of Warren County Human Services; agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of April 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Winton Transportation Services – dba Universal Transportation Services (UTS)  
Human Services (file)

**AMENDMENT TO THE COMMUNITY NON-EMERGENCY  
TRANSPORTATION CONTRACT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
UNIVERSAL TRANSPORTATION SERVICES, LLC dba UTS**

WHEREAS, a Community Non-Emergency Transportation Contract was entered into on June 21, 2016 between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Universal Transportation Services, LLC dba UTS, hereinafter jointly referred to as "the Parties" and

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

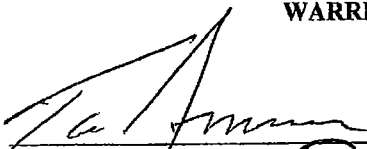
- 1) On June 21, 2016 Resolution #16-0929 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2016 and ending June 30, 2018 for the amount of \$225,000.00 per SFY for a total contracted amount of \$450,000.00.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

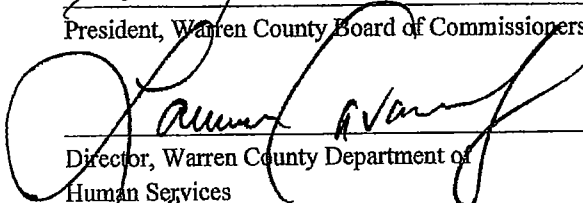
- 1) Amend the contracted amount for SFY 2017 only to \$350,000.00. The total contracted amount shall remain limited to \$450,000.00 for the entire contract period of July 1, 2016 through June 30, 2018.

All other terms, conditions and provisions of the Community Non-Emergency Transportation Contract shall remain in full force and effect for the term of the Contract as entered into on June 21, 2016 by Resolution #16-0929 of the Warren County Board of Commissioners.


**WARREN COUNTY DIVISION OF HUMAN SERVICES**

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

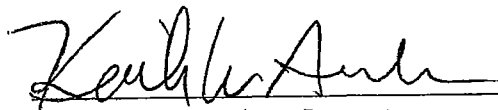
4/25/17  
Date

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

4/6/17  
Date

  
\_\_\_\_\_  
Universal Transportation Services, LLC dba UTS

4-10-17  
Date

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

4-4-17  
Date

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

# Resolution

Number 16-0929

Adopted Date June 21, 2016

APPROVE AND ENTER INTO A CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND WINTON TRANSPORTATION DBA UNIVERSAL TRANSPORTATION ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

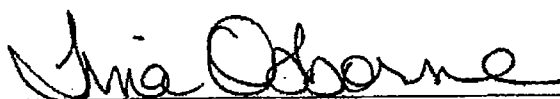
BE IT RESOLVED, to approve and enter into a Contract with Universal Transportation on behalf of the Warren County Department of Human Services for Non-Emergency Transportation in the total amount of \$225,000.00, effective July 1, 2016 and ending June 30, 2018; copy of agreement attached hereto and made a part hereof:

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

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. South – yea

Resolution adopted this 21<sup>st</sup> day of June 2016.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Winton Transportation  
dba Universal Transportation  
Human Services (file)

## COMMUNITY NON-EMERGENCY TRANSPORTATION CONTRACT

This Vendor Contract, made and entered into on June 21, 2016, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio 45036 and Universal Transportation Systems LLC dba UTS, 5284 Winton Road, Fairfield, Ohio 45014 (hereinafter referred to as Provider), a provider of transportation services.

"Non-Emergency Transportation (NET) is a program administered by the Warren County Job and Family Services, Division of Human Services to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-24 of the Administrative Code and who provide Medicaid covered services defined as reimbursable services in accordance with Chapters 5160-1. WCDJFS is required to adequately ensure transportation for Medicaid eligible consumers whose transportation cannot be provided or arranged through other modes of transportation that addresses the consumer's medical conditions and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-24 of the Administrative Code, unless the specific service is not available within the community.

The purpose of this Vendor Contract is to establish the terms, conditions and requirements governing the administration and use of the funding received by or used by the Provider pursuant to this agreement. Therefore, the terms of this Vendor Contract are as follows:

1. **Purchase of Services:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide to eligible individuals for the Non-Emergency Transportation Program those specific services detailed in this Contract.
2. **Contract Period:** This contract will be effective from July 1, 2016 thru and including June 30, 2018, inclusive, unless otherwise terminated, but may be extended through June 30, 2019, if all parties agree and with Resolution passed by the Warren County Commissioners. This Contract must coincide with the State Fiscal Year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **Cost and Delivery of Services to be Performed by the Provider:** Subject to terms and conditions set forth in this Contract, the Provider agrees to comply with terms of the Contract and provide the following services:
  - a. Provider agrees to furnish transportation twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year from any point within Warren County to any other destination within Warren County or to any point within Montgomery, Butler, Clermont, Hamilton, Greene or Clinton Counties.
  - b. Nature of services provided shall include, but is not limited to, trips for ambulatory individuals to dialysis, radiation and chemotherapy. The Non-Emergency Transportation Program assures non-emergency transportation for Medicaid consumers to and from Medicaid Title XIX providers who provide Medicaid reimbursable services if consumers are not eligible for other transportation services.
  - c. Provider agrees to furnish equipment such as wheel chair access, infant seats, vans, cars or buses as required by Federal and State regulations.
  - d. Provider agrees that each Warren County Non-Emergency Transportation client will be provided an individual ride, and will not be required to share a ride with another client/customer, unless the WCDJFS or client make a direct request to the provider.



## **FEE SCHEDULE**

The fee accrual will be at a per mile basis at the rate resulting in lowest cost to WCDJFS. The following guidelines must be followed:

- A. \$1.89 per live mile of transportation (definition of live mile being miles actually traveled by client, i.e., point of pick-up to point of destination or
- B. A minimum one-way transportation charge of \$20.50 (Exhibit B)
- C. The total cost of the program cannot exceed \$225,000.00 per SFY year.
- D. Multiple year contracts would accrue at a static price for a second year period (i.e., \$1.89 per "live mile" and a minimum one way transportation charge of \$20.50 with noted exceptions.) (Exhibit B)
- E. All transportation orders are encouraged to be at least twelve (12) hours or more before appointment time; however NO EXTRA CHARGES will be incurred for any late orders.
- F. WCDJFS will not be billed for consumer 'no shows'.

## **ADDITIONAL PROVIDER REQUIREMENTS**

- A. Provider shall provide drivers, vehicles, maintenance, etc., to provide proper and adequate transportation in accordance with State, Federal and local laws and regulations for clients to and from designated locations. Such transportation shall be available by Provider during the term of this Contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- B. Provider will provide quality service with a guarantee of a high degree of regularity and on time performance in route schedules, positive, courteous and professional drivers, ability to facilitate changes in routes, scheduling and dismissal times, etc.
- C. Provider will provide control of all route-making functions including but not limited to estimated client pick up times, the order in which clients are picked up and dropped off, etc., under the guidelines of the needs of the individual's transportation request.
- D. All vehicles and equipment utilized by Provider shall conform to the applicable safety standards prescribed by the State of Ohio. Vehicles will be safe, equipped with the appropriate safety restraining devices and equipment and must have regular preventative maintenance.
- E. Provider will have available back-up vehicles for immediate dispatch in event of a breakdown or accident.
- F. Provider's vehicles shall display the company logo and all drivers shall carry identification which identifies them as authorized operators.

## **PAYMENT FOR PURCHASED SERVICES**

Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10<sup>th</sup>) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, description of services including trip destination, fee for services along with the sign off sheets signed by the participant to verify that the service for which WCDJFS is being billed has been provided. If WCDJFS determines additional information is needed to verify actual billing, same may be requested

for any invoice received from Provider. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

The invoices submitted are subject to adjustment by the WCDJFS before such payment is made in order to adjust for mathematical errors; incorrect rates or non-covered services. The invoices are subject to audit by appropriate State, Federal and/or local officials or an independent audit. The total cost of services billed for contracted period shall not exceed \$225,000.00, unless otherwise authorized through formal amendments.

Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties, and miss-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, organizational cost, costs related to legal and/or other proceedings, goodwill, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.

In the event the Provider receives an overpayment, or must comply with an audit exception, Provider agrees to repay the WCDJFS the full amount to which Provider was not entitled.

**Duplicate Billing:** Provider certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. The Provider warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by Provider to other funding sources for the same services and that Provider warrants that claim made to WCDJFS for payment for services provided are for eligible individuals who are not eligible for payment from another source.

## **ELIGIBILITY FOR SERVICES**

The WCDJFS shall determine all eligibility for services. Eligibility shall be determined according to the Community Non-Emergency Transportation (NET) Plan (Exhibit C) for WCDJFS dated May 20, 2016. All individuals served must be Medicaid eligible consumers at the time the transportation is provided. Transportation covered under the NET Program must be provided only to and from Medicaid Title XIX providers providing Medicaid reimbursable services within the consumer's community unless the Medicaid reimbursable services is not available in his/her community with community being defined as Warren County for the NET program purposes.

1. **Referral Procedures:** Request for service will be initiated by WCDJFS. WCDJFS will follow the guidelines in the NET Plan in scheduling. The WCDJFS shall notify Provider (e.g., fax, phone or email) when, where and for whom services have been requested and approved.
2. **Availability and Retention of Records:** Provider shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred by the Provider in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by Provider shall be retained and made available by the Provider for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. Provider will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for alike period of time for a like period of time, unless otherwise directed by WCDJFS (Exhibit D). If any litigation, claim, negotiation, audit or other action involving the records is commenced before expiration of the County Record Retention Rules time period, Provider shall retain the records until completion of the action and all appeals which may arise from it.
3. **Equipment:** No equipment, software, promotional materials, etc., shall be purchased/invoiced by the Provider to WCDJFS.

4. **Assignment and Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, the Provider may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this Contract. Provider is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.
5. **Responsibility for Audit:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
6. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
7. **Relationship:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
8. **Equal Opportunity/Non-discrimination:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.
9. **Termination:** In the event that either the WCDJFS or Provider does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and Provider. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules or Regulations.
10. **Modification or Amendment:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as forth in such amendment. Any amendment or modification must be in writing, signed by both parties and is not in effect until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
11. **Accessibility of Program to Handicapped Consumers:** The Provider agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the Applicable Health and Human Services regulations (45 CAR 84) and all guidelines and Interpretations issued pursuant thereto. Any party failing to comply with this Paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

12. **Governing Law:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
13. **Compliance:** Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of Federal laws and regulations, applicable Office of Management and Budget circulars, State statutes and the Ohio Administrative Code rules in the conduct of work hereunder.
14. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that apply to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
15. **Resolution of Disputes:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall referred to ODE and ODHS for a final binding determination resolving the dispute.

#### **ENTIRE CONTRACT**

This Contract contains the entire Contract between the Provider, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understand or agreements not contained herein shall be of any force or effect.

Should any portion of this Contract be deemed unenforceable by an administrative or a judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

1. **Indemnification:** Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.
2. **Insurance:** Provider shall maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and the Warren County Board of Commissioners shall be named as addition insured and proof of coverage shall be provided to WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners. (Exhibit B)


**NOTICE**

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

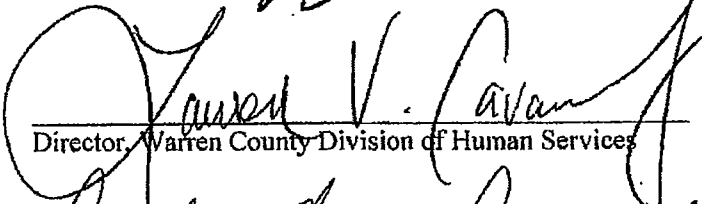
Warren County Job and Family Services, Division of Human Services  
416 South East Street  
Lebanon, Ohio 45036

Universal Transportation Systems LLC dba UTS  
5284 Winton Road  
Fairfield, Ohio 45014


The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:

  
\_\_\_\_\_  
Warren County Board of County Commissioners

6-21-16  
Date

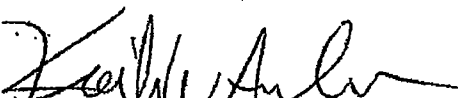
  
\_\_\_\_\_  
Dawn V. Cavanagh  
Director, Warren County Division of Human Services

5/20/2016  
Date

  
\_\_\_\_\_  
Carolyn Buner, President  
Provider and Title

6-6-2016  
Date

APPROVED TO FORM:

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

5/24/16  
Date

County Name (Pass-Through Agency): Warren County JFS, Division of Human Services

Name of Provider (Potential Vendor/Subrecipient): Universal Transportation Systems LLC dba UTS

Name of Program: Non-Emergency Transportation- Medicald Recipients

|    | <b>Indications of a Subrecipient<br/>See A-133 §210(b)</b>  | <b>Yes</b>               | <b>No</b>                           | <b>Comments</b> |
|----|---|--------------------------|-------------------------------------|-----------------|
| 1. | Provider determines who is eligible to receive federal financial assistance.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |
| 2. | Provider has its performance measured against whether the objectives of the federal program are met.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |
| 3. | Provider has responsibility for programmatic decision making.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |
| 4. | Provider has responsibility for adherence to applicable federal program compliance requirements.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |
| 5. | Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                 |

|     | <b>Indications of a Vendor<br/>See A-133 §210(c)</b>  | <b>Yes</b>                          | <b>No</b>                | <b>Comments</b> |
|-----|---|-------------------------------------|--------------------------|-----------------|
| 6.  | Organization provides the goods and services within normal business operations.                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                 |
| 7.  | Organization provides similar goods or services to many different purchasers.                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                 |
| 8.  | Organization operates in a competitive environment.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                 |
| 9.  | Organization provides goods or services that are ancillary to the operation of the federal program. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                 |
| 10. | Organization is not subject to compliance requirements of the federal program.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                 |

| <b>Overall Conclusion</b>   | <b>Yes</b>                          | <b>No</b>                           | <b>Comments</b>   |
|-----------------------------|-------------------------------------|-------------------------------------|---|
| Provider is a subrecipient. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Conduct Subrecipient Monitoring<br>See OAC 5101:9-1-88                  |
| Provider is a vendor.       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Conduct Contract Monitoring<br>See OAC 5101:9-4-07 (J)(8) or other rule |

# Resolution

Number 16-0463

Adopted Date March 29, 2016

**AUTHORIZE REQUEST FOR PROPOSALS FOR NON-EMERGENCY TRANSPORTATION SERVICES FOR WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES**

BE IT RESOLVED, to advertise for Request for Proposals for Non-Emergency Transportation Services for Warren County Job and Family Services, Division of Human Services; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, one time beginning the week of April 10, 2016 and for two consecutive weeks on the County Internet Web Page; the deadline for the receipt of proposals is 4:00 p.m. on May 6, 2016.

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

Mrs. South – absent  
Mr. Young – yea  
Mr. Grossmann – yea

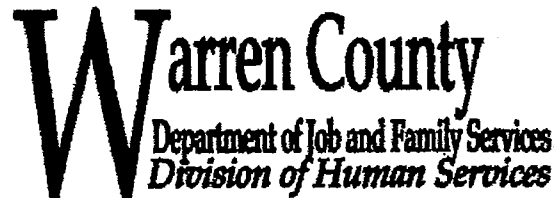
Resolution adopted this 29<sup>th</sup> day of March 2016.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
OMB Bid File

Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)



Offered By  
Warren County Job & Family Services  
Division of Human Services  
416 S. East Street  
Lebanon, OH 45036  
Lauren Cavanaugh, Director

**REQUEST FOR PROPOSALS**

Non-Emergency Transportation Services (NET)  
for Medicaid Recipients

Date Issued: March 15, 2016

**Date Due: May 6, 2016 by 4:00 PM**

Proposals are to be submitted to:

WCDJFS Non-Emergency Transportation Services (NET)  
Warren County Job and Family Services  
Division of Human Services  
C/O Lauren Cavanaugh, Director  
416 S. East Street  
Lebanon, Ohio 45036



Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)

**INTRODUCTION**

Warren County Job and Family Services, Division of Human Services (WCDJFS) is the local agency responsible for the administration of the Non-Emergency Transportation Program in Warren County, Ohio.

“Non-Emergency Transportation (NET) program” is a statewide program that assures transportation for Medicaid recipients to and from Medicaid Title XIX providers that are providing Medicaid-reimbursable services identified in rule 5160-24 of the Administrative Code.

The Non-Emergency Transportation Program will assist Medicaid recipients throughout the County with transportation to and from medical appointments both inside and outside of Warren County, Ohio. Services are to be provided to consumers of all ages that are Medicaid eligible, with a variety of medical needs or disabilities, to and from Medicaid reimbursable services/appointments.

WCDJFS is currently seeking proposals to provide Non-Emergency Transportation services on a contractual basis. In order to be considered as a potential service provider, a Proposal must be submitted, within the designated time frame that outlines program/service delivery and costs.

**LIMITATIONS**

This Request for Proposal does not commit WCDJFS to award a contract or to pay any cost incurred in the preparation of a Proposal. WCDJFS reserves the right to accept or reject any or all Proposals received to negotiate services and costs with proposers, and to cancel in part or in entirety this Request for Proposals.

All Proposals submitted will remain the property of Warren County.

Warren County Board of County Commissioners on behalf of WCDJFS reserves the right to award contract transportation services to one (1) or multiple providers. The awarding of a contract or contracts does not guarantee a specific service level with one or several providers.

Contracts awarded shall be effective for two years. However, contracts may be amended or terminated during this period if there is a change in Federal, State, or Agency regulations that apply to the contract; a reduction of Federal, State, or local funds; unsatisfactory performance by the Provider as determined by WCDJFS; or upon thirty (30) days written notice by either party. In addition, we reserve the right to renew the contract for two (2) additional years upon mutual agreement of both parties following review of the previous year’s contract performance. Renewal agreement(s) for each additional year will be required.

**CLIENT ELIGIBILITY REQUIREMENTS**

In order to offer Non-Emergency Transportation services to clients, the client must be determined eligible based upon criteria established by the State of Ohio and by WCDJFS. Transportation for those eligible individuals as determined by WCDJFS is to be provided twenty-four (24) hours per day, seven (7) days a week from any point within Warren County to any destination within Warren County or to any point in surrounding counties (Butler, Clermont, Clinton, Greene, Hamilton and Montgomery).

Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)

Therefore, eligible clients utilizing the transportation services will be scheduled by the WCDJFS Non-Emergency Transportation Coordinator directly to the Provider(s) by means of a fax or email which will include the Transportation Scheduling Document generated from WCDJFS Transportation Database. Selected Provider(s) cannot provide Non-Emergency Transportation Services reimbursable through this RFP to clients who were not screened for eligibility and scheduled directly from WCDJFS.

**CONTRACT SELECTION CRITERIA**

Prospective Providers are advised that an offer for contract is made after a review of all proposals received by WCDJFS.

Proposals will be reviewed for acceptability with emphasis on various factors according to the type of service to be provided. Proposals of past providers will be evaluated and are not guaranteed acceptance.

All Proposals will be evaluated on the following criteria:

- 1) Meeting the specifications outlined in this RFP;
- 2) The Provider's proposal;
- 3) The Provider's projected performance for providing transportation services (e.g., ability to provide timely transportation services, ability to provide services at a competitive cost, ability to provide services with experienced, licensed, insured employees, etc.);
- 4) Cost factors as compared to Providers with similar proposals;
- 5) Past performance, quality of service, reports of customer satisfaction or previous evaluation;
- 6) Previous experience in service area with the target population;
- 7) Any other pertinent areas as selected by WCDJFS.

**SCOPE OF PROJECT**

Bids are to be provided on the following basis:

- a. Cost of "Live Mile" of transportation. "Live Mile" of transportation is defined as being actual distance traveled by consumer/client from the start to the end point of their destination.
- b. Transportation for those eligible individuals as determined by WCDJFS is to be provided twenty-four (24) hours per day, seven (7) days a week from any point within Warren County to any destination within Warren County or to any point in surrounding counties (Butler, Clermont, Clinton, Greene, Hamilton and Montgomery).
- c. Provider must be able to provide the facility and the fleet of vehicles.
- d. Providers must provide special equipment: infant seats, vans, cars, and buses as specific needs demand and as required by Federal, State and Local regulations.
- e. All vehicles must be equipped with the appropriate safety restraining devices and equipment and must have regular preventive maintenance.

Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)

- f. There must be available back-up vehicles for immediate dispatch in the event of a breakdown or accident. All vehicles must display the company logo.
- g. Quality service must be provided with a guarantee of high degree of regularity in a positive, courteous and professional manner.
- h. All route making functions, including but not limited to estimated client pick-up and drop-off time, taking into consideration the needs of the individual being transported, must be on a time performance route schedule.
- i. Providers must also display the ability to facilitate changes in routes, scheduling, etc., to meet consumer's needs.
- j. Provider must keep accurate records.
- k. Provider must keep records that clearly show the name of client, starting point, ending point, and total mileage of trip and provide to WCDJFS each month with invoice.
- l. All drivers must carry identification which identifies them as authorized operators.

**ABILITY TO PROVIDE SERVICES**

Potential providers must outline the ability to provide transportation services in an effective and timely manner. Potential providers should state their time frame for notification by WCDJFS for scheduled required services (i.e., hour's notification prior to required service). Potential providers should list their three (3) most recent similar contractual services for reference purposes.

Potential providers must describe all types of vehicles to be used to provide client transportation. Potential providers must describe the scheduling software used by provider (if applicable).

Potential providers must provide information about comprehensive and liability insurance coverage on vehicles and provider's employees, driver license requirements, driver safety training, background checks and all pre-employment screening conducted by provider, and provider vehicle inspection and maintenance policy.

**BUDGET**

All Proposals must include proposed costs to provide the services in the Scope of Project section of this RFP. For the NET Program, approximately \$200,000.00 is available for the program year (\$400,000.00 for the contract period of 2 years). All proposals should include the cost per "Live Mile" of transportation and should include a minimum one-way transportation cost. No more than 10% of this allocation will be allowed for administrative costs.

For this Request for Proposal WCDJFS estimates that:

- The total one way trips in one year will be approximately 2,000.
- The furthest distance will be either to Dayton or Cincinnati, with the exception of the rare trip to Cleveland.

WCDJFS is not permitted to pay for no show appointments under 2 CFR 228, Appendix A, Section C(3)(a).

All costs and fees must be clearly described in each proposal. The contract period will be July 1, 2016 through June 30, 2018.

Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)

### **BIDDER QUALIFICATIONS**

Bidders should provide an experience statement and a description of staff experience level in offering transportation services.

### **PROPOSAL EVALUATION PROCESS**

WCDJFS will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Proposal must meet the project scope as listed above.
- Bidders will be evaluated on their experience as it pertains to the scope of this project.
- Bidders will be evaluated on examples of their work pertaining transportation services.
- Bidders will be evaluated on the cost proposal.
- Bidders must provide descriptions and documentation of staff expertise and experience.

Attachment A includes the Evaluation Criteria for this RFP.

Each bidder must submit 4 copies of their proposal to the address below by **May 6, 2016 at 4pm EST**:

WCDJFS Non-Emergency Transportation Services (NET)  
Warren County Job and Family Services  
Division of Human Services  
C/O Lauren Cavanaugh, Director  
416 S. East Street  
Lebanon, Ohio 45036

Questions regarding this Request for Proposal should be directed to Lauren Cavanaugh, Director at [Lauren.Cavanaugh@jfs.ohio.gov](mailto:Lauren.Cavanaugh@jfs.ohio.gov). If submitting a question via email please include the following in the subject line "RE: RFP NET TRANSPORTATION VENDOR QUESTION".

Warren County Job and Family Services  
Request for Proposals (RFP)  
Non-Emergency Transportation Services (NET)

Proposed Entity: *UTS - Sole proposal received*

**Compliance Checklist for Proposal Acceptance**

- Submitted by deadline
- One original and four (4) copiers
- RFP formatted correctly
- Organization history/statement of demonstration effectiveness
- Proposal narrative and program implementation plan
- Required Attachments:
  - (3) most recent contractual services for reference purposes
  - Bidder qualifications/Experience Statement/Staff Qualifications
  - Proposed Cost
  - Comprehensive and liability insurance coverage information

If the above conditions are met, the proposal will be rated with the following evaluation criteria:

Warren County Job and Family Services  
 Request for Proposals (RFP)  
 Non-Emergency Transportation Services (NET)

**Evaluation Criteria**

Listed below are the criteria that will be used to evaluation proposals and the points assigned to each.

| UTS - only proposal  | Maximum Number of Points | Points Allocated to Proposer |
|--|--------------------------|------------------------------|
| <b>Organizational Capacity/Experience Working with Proposed Population</b> <ul style="list-style-type: none"> <li>• Demonstrated experience in operating the type of program being proposed (10 points)</li> <li>• Demonstrated the ability to work collaboratively with WCDJFS and/or other social services providers that work collaboratively with WCDJFS. (10 points)</li> <li>• Capability to adequately administer and report expenditures of funds and provide WCDJFS with accurate/detailed reports each month regarding rides and costs. (10 points)</li> <li>• Experience and qualifications of staff (10 points)</li> <li>• Demonstration of recent contractual services similar to this RFP (5 points)</li> <li>• Software program(s) used for schedule of clients (5 points)</li> </ul> | 50                       | 50                           |
| <b>Price/Cost</b> <ul style="list-style-type: none"> <li>• Includes cost per live mile of transportation (15 points)</li> <li>• One-way minimum cost (15 points)</li> <li>• WCDJFS will not be charged for "no shows" (10 Points)</li> <li>• Clear description of all cost and fees (10 points)</li> </ul>   | 50                       | 50                           |
| <b>TOTAL</b>   | 100                      | 100                          |

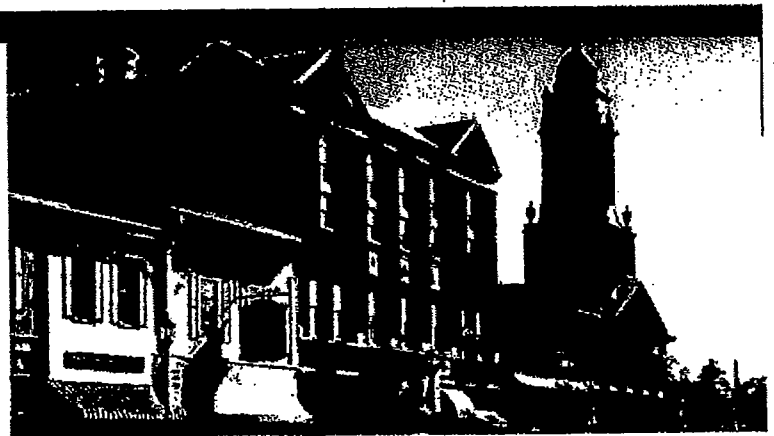
Comments: \_\_\_\_\_  
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|                          |                            |          |
|--------------------------|----------------------------|----------|
| Evaluator's Printed Name | Lauren Caranough, Director |          |
| Evaluator's Signature    | Date                       | 5/6/2016 |



**Response to Request for Proposal for Non-Emergency Transportation Services (NET) for Medicaid Recipients ORIGINAL**

To:  
Warren County Jobs and Family Services  
Division of Human Services  
416 S. East Street  
Lebanon, Ohio 45036  
Lauren Cavanaugh, Director



From :  
Universal Transportation Systems LLC dba  
UTS  
5284 Winton Road  
Fairfield, Ohio 45014

Due  
May 6, 2016  
4:00 PM

Exhibit B



May 6, 2016

WCDJFS Non-Emergency Transportation Services (NET)  
Warren county Jobs and Family Services  
Division of Human Services  
Lauren Cavanaugh, Director  
416 S. East Street  
Lebanon, OH 45036

Dear Lauren,

Please find the Universal Transportation Systems, LLC dba UTS' response to your request for proposals for transportation services. We are certain that our comprehensive experience and cost proposal demonstrate our intent to be a cost efficient, professional, and quality provider for Warren County. With nearly 30 years of on-demand and special needs pupil transportation in Southwest and Central Ohio areas, UTS is uniquely qualified to manage and execute the services as outlined in this RFP.

UTS has made significant investments this year in updated software and technologies this year to better serve your agency and ultimately give your clients the best transportation experience. The new technologies will be fully implemented by June 30, 2016.

What's new at UTS?

- New dispatch software for communication with our drivers. Dispatchers can see where drivers are at all times of day so they can efficiently and timely utilize our drivers. This is in addition to the Mobile Data Terminals.
- New scheduling software, TripSpark. This new software gives our staff the ability to schedule more efficiently because we have the ability to identify clients' needs in the software and assign as needed.
- Mobile Data Terminals in all of our vehicles. The product we will be using is called Drivermate and it integrates with our new scheduling software to give"real time "notifications to drivers and electronically stamped data to be used for detailed accurate reports.

Lastly, because we are operators for the Warren County Transit Service, we can work hand in hand with them to make sure you are getting the best value for your transportation dollars by fully utilizing the transit service whenever possible.

UTS looks forward to continuing to work with you and the ridership of Warren County.

Respectfully,

Carolyn Burer  
President



PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

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PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

## Authorized Individuals and Contact Information

The undersigned certifies that she is authorized to submit this proposal to Central Ohio Transit Authority and certifies that the information provided is accurate, complete and submitted in accordance with the Request for Proposal.

Respondent Organization: Universal Transportation Systems LLC dba UTS  
Person Completing Proposal: Carolyn B. Burer  
Title: President

Email: [cburer@uts-ohio.com](mailto:cburer@uts-ohio.com)  
Phone: 513-858-7902

Signature: Carolyn B. Burer Date: 5-6-2016

## Executive Summary

UTS is pleased to present our proposal for WCDJFS. We are confident that you will determine that our vast experience, safety record and a pricing structure that reflect our commitment to represent the best value for a superior service.

Universal Transportation Systems, LLC dba UTS, whose President and sole shareholder is Carolyn Burer. Mrs. Burer has operated companies in the field of transportation since 1989 and the Burer family has operated companies in all aspects of consumer transportation for over sixty eight years.

UTS is very highly regarded by the school districts, agencies, and corporations currently served in a nine county area including Butler, Hamilton, Warren, Clinton, Clermont, Franklin, Fairfield, Montgomery, and Preble counties in Ohio.

UTS currently supplies special needs student transportation to more than 30 school districts. UTS uses our extensive network to offer the safe service that meets and exceeds the requirements of the districts we serve.

UTS understands the nature of special needs transportation. We believe the keys to success are flexibility, communication, safety, compliance, and consistency.

Our attention to maintenance is second to none! We believe the best policy is an intensive preventive maintenance effort to avoid problems before they develop. Therefore, we will supply the facility and the maintenance personnel to insure that the work will be done on timely and to the highest specifications.

Our drivers are carefully scrutinized through a stringent screening process and ongoing training programs. UTS has its own licensed behind the wheel training staff. Drivers are required to undergo annual physical examinations in such areas as vision, audibility, and physical stamina. Each driver routinely attends all major safety seminars as well as monthly in-house safety meetings. We share every clients concern for timeliness and courtesy. Each of our administrative and office staff is especially trained in quality assurance so that every inquiry is answered the same day.

We do not rest until a situation is resolved to everyone's complete satisfaction.

As recounted in our history, we are unique in the transportation industry because our primary business is responding to the needs of special populations. We have been recognized by many of the organizations we serve for helping to develop many of their policy and procedural implementations which enhances their level of service and reduce costs.

We have included our maintenance schedules and our standards of performance which in most cases not only meet but exceed factory and industry standards. Our ability to pass on economy and performance in our maintenance services is due to our commitment to preventative maintenance.

### Ability to work collaboratively with WCDJFS and other agencies in Warren County

UTS is the operators for the Warren County Transit Service and we will continue to work your agency to move as many trips as possible within the scope of the transit service to save your agency money for the services described in this proposal.

Additionally, we have worked side by side for many ears with most of the agencies in Warren County to collaborate toward better solutions. Most recently, the Warren County Transit Committee.

## Organization History/Statement of Demonstration Effectiveness

UTS will provide Warren County Job and Family Services (WCDJFS) exceptional service while executing all facets of the RFP at a cost effective and consumer friendly method. Our 30 years of experience in the transportation business will be available to your consumers 24 hours a day, 7 days a week. We currently deliver approximately 2,200 trips per day serving our customers throughout the entire state of Ohio. We have four fully operational offices to serve your customers' needs for in county and out of county trips, as well as, currently serving Warren County ESP and Passport clients.

Even with 30 years' experience, UTS never rests on its past accomplishments. We continue to improve our customer service practices and invest deeply in technology to provide the most efficient and cost effective superior transportation in Ohio.

UTS does not use subcontractors. All components of every trip is handled by a skilled UTS professional allowing WCDJFS with one point contact for clarity and security in every category of the RFP. We are sure WCDJFS will find the UTS exceeds on every level of its transportation service.

UTS is uniquely prepared to meet the requirements of this RFP and provide efficient and professional services. We have provided on demand and special needs student transportation in Ohio for over 30 years and have continually updated our scheduling technology and communication systems. We are a "turnkey" operation and will meet the service requirements of this RFP. UTS will coordinate all of the services while offering a cost that truly reflects the efficiency of our system. We utilize a comprehensive approach which eliminates the costs associated with additional monitoring required when using subcontractors. This notion also ensures that attendance and reporting records are always available to WCDJFS.

### *UTS - A History of Success*

#### *Our Philosophy*

UTS understands that Jobs & Family Services demands a cost efficient operation. At UTS we are committed to being a value added partner. Our strong driving force and strong dispatch interaction with the workforce is well acquainted with the service area and we have been providing door to door service for elderly and developmental disabled individuals for nearly thirty years.

With a professional driving force, state of the art scheduling, telephone technology, and thoroughly tested accounting procedures, UTS creates an efficient day to day operation. We have staff that is comprehensively trained on Trapeze™ software which creates an efficient daily operation. This combination will provide on demand service for eligible paratransit customers. UTS provides adequate staffing to reserve and schedule trips, maintain dispatching capabilities and utilize safe and reliable vehicles.

UTS will provide WCDJFS a state of the art company that cares about the people we serve. We also invest and are involved in the communities we serve.

Universal Transportation Systems, LLC dba UTS is an Ohio Limited Liability Company that is currently owned by Carolyn Burer and Ohio Transportation Holdings LLC. Ms. Burer has operated companies in the field of transportation since 1998 and she has worked in all aspects of on-demand and specialized transportation during her tenure at UTS and participates daily in the supervision and efficiency of the service UTS provides to the community.

We are highly regarded by the school districts, agencies, and corporations we serve in Southwest and Central Ohio, nine counties including Butler, Hamilton, Warren, Clinton, Clermont, and Preble, Montgomery, Franklin and Fairfield in Ohio.

We have experience in all transportation system types, including adults and students with special needs, on-demand service for NET, PRS and workforce programs and transit systems, making UTS uniquely qualified to meet the needs

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

of the consumers for this program. We train each driver to the highest standards. These being set by Ohio Pupil Transportation, the Ohio Revised and Administrative Code, as well as, Federal mandate for Drug & Alcohol programs. WCDJFS can be rest assured that all drivers are screened, trained and monitored to meet these high standards.

Our services have always maintained a high level of reliability, on-time performance, while always exhibiting particular sensitivity for the clients' physical and special needs. We are committed to an exemplary level of safety. Our attention to maintenance is second to none! Our entire fleet is inspected daily. We feel the best policy is an intensive preventive maintenance effort to avoid problems before they develop. Therefore, we guarantee WCDJFS that we will supply the facility and the maintenance personnel to insure the work will be done on your timetable and to your high specifications.

### *Service Delivery and Demand Transportation*

UTS will coordinate and monitor the services as outlined in this RFP for consumers who are active WCDJFS consumers and needing transportation to and from Medicaid covered services. UTS will only transport to locations that are permitted under state and federal Medicaid transportation rules, defined by the Ohio Revised and Ohio Administrative Code, as well as, all other federal, state, local laws and regulations which are applicable.

UTS will only serve and bill for clients who have been authorized and verified as eligible by WCDJFS.

UTS has been providing wheelchair service in Southwest Ohio for over 20 years. We are members in good standing with the Ohio Association of Medical Transportation Board and are a direct provider of Medicaid services for individuals using wheelchairs in the State of Ohio.



### *Quality Assurance*

Communication is critical in all aspects of providing service. UTS's Dispatch staff will be in constant communication with both the Supervisory staff and the Operators. Effective communication will set the tone of each operational day and all aspects of service. This is not only of internal importance but also needs to be effectively communicated to the public.

A key advantage of a computerized reservations and dispatching system is the minimal elapsed time between entering a reservation and the dispatching of the trip. The software also allows for a seamless interface among clients, reservationists and vehicles. Once a call is due to be dispatched it can be automatically assigned to the next available vehicle in that area. Any rescheduling of trips or the addition of real-time trips is easily assigned to the vehicles with little or no intervention of the dispatcher. The dispatcher in effect becomes a quality control monitor and problem solver; another major advantage to computerized dispatch.

The Dispatch staff will maintain logs related to Operator attendance, vehicle issues, traffic issues, Operator issues, system complaints and/or customer service issues. These logs will be submitted daily to the General Manager.

UTS will assign a Program Manager who will be dedicated solely to the day-to-day oversight of this program. The Program Manager will be responsible for ensuring that all service requirements are met and proper notifications are made to WCDJFS. In the event the Program Manager is unavailable or there are concerns with after hour's events, the dispatcher on duty will notify and forward the information to the Program Manager for follow up as needed. UTS will make verbal contact within one (1) hour of critical incidents, which are defined as trauma, and injury, danger to

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

life or limb, death and/or medical involvement or potential media involvement to WCDJFS' NET Transportation Manager. If the Transportation Manager/Program Manager is not available, UTS shall contact the Transportation Program Section Chief and forward a written incident report within twenty-four (24) hours via fax.

UTS will follow, but not be limited to, the specific requirements used for each particular program area as listed in the RFP and as required by Ohio Administrative Code (OAC 5101:3-24, 5101:1-38-05, and 5101:1-38-06), as well as any other applicable federal, state, local laws, rules and regulations.

Additionally, the staff dedicated to this service will be available to meet for scheduled and unscheduled meetings as needed to ensure the monitoring of service at the discretion of the WCDJFS staff.

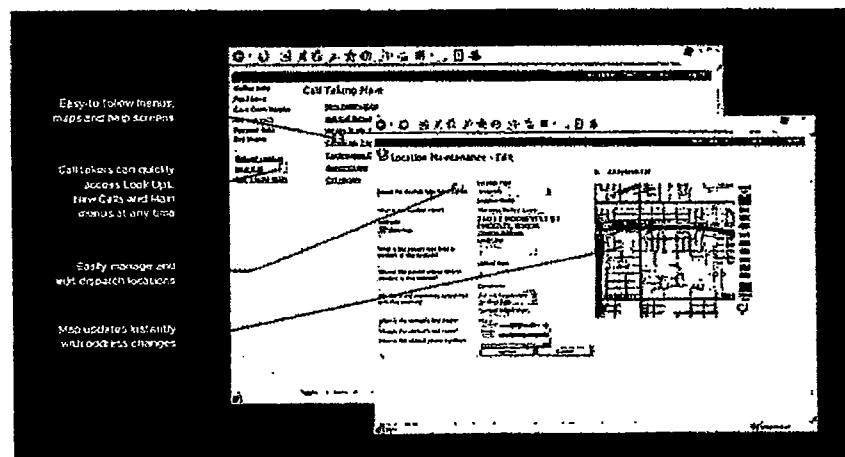
What sets UTS apart from the other respondents is our ongoing dedication to safety, superior customer care and continued investment in the latest transportation industry technology. We are not able to accomplish this without committed staff and efficiency that is unsurpassed.

### Proposal Narrative and Program Implementation Plan

#### Call Center, Dispatch and Scheduling Services

**Call Center-** UTS will maintain a call center operation with a toll-free number dedicated for use by WCDJFS and their clients. Our Call Center is based in Hamilton, Ohio and utilizes a state of the art phone system and technology. Calls are answered by our Customer Service Representatives (CSRs). The phone number dedicated to this service will be accessible twenty four hours a day, seven days a week, to receive phone calls from WCDJFS employees, client and other designated persons for scheduling purposes. The phone system is on a separate fiber channel increasing reliability and service. As stated earlier, all calls are recorded. For purposes of security and quality assurance, these calls are backed up in a separate off-site facility.

UTS has created a CSR process that is used hundreds of times each day and is central to the operational success of the system. We have streamlined the CSR process flow to reduce the overall time spent creating a transaction when a caller requests transportation. The system accomplishes this through the use of clear and easily understood questions from the CSR that are triggered by our computer's data entry screens. We have integrated that CSR process functions which previously required additional data entry and/or external lookups to complete.



**Dispatch Plan-** The Dispatch function is critical in any mode of transportation. UTS is proposing coverage during all hours of operation. However, recognizing the need for cost savings and for efficiencies, UTS has the programs and

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

processes to be able to use dispatch personnel and Road Supervisors to function from remote locations and still be in control of on road operations. Using mobile technology, a Road Supervisor can provide dispatch control and support, during late and early hours, weekends and holiday while on the road, versus inside the office environment.

Communication is critical in all aspects of providing service. UTS's Dispatch staff will be in constant communication with both the Supervisory staff and the Operators. Effective communication will set the tone of each operational day and all aspects of service. This is not only of internal importance but also needs to be effectively communicated to the public.

The Dispatch staff will maintain logs related to Operator attendance, vehicle issues, traffic issues, Operator issues, system complaints and/or customer service issues. These logs will be submitted daily to the General Manager.

### **Dispatchers' Responsibilities**

The Dispatch function is the "brains" of every UTS operation; as such they are responsible for a number of key functions, including:

- Working with the Supervisory staff to ensure that Operators are in proper uniform, are fit for service, and are prepared to carry out their assignment.
- Managing the road operations and knowing the status of street operations on a bus-by-bus, minute-by-minute basis. They also need to ensure the integrity of the transfer centers.
- Assisting Operators in meeting their manifests, understanding the changing environment of demand responsive ADA paratransit service, in a safe and timely manner.
- Reviewing paperwork submitted by Operators for accuracy and completeness.
- Logging and tagging all lost and found items left on board buses. The date, time, route, trip Operator and item found.

### **Assigning Work**

Dispatchers operate from the same policies/procedures manual that Operators and Supervisors use; however, Dispatchers follow additional procedures that ensure all work is assigned according to the rules and procedures governing the allocation of work and overtime. Strict adherence to procedures defining how to work, such as how overtime and extra board is assigned, result in an operation that is perceived as fair by other employees.

### **Road Supervision Plan**

Maintaining effective Road Supervision also contributes to minimization of delays and early trips further leading to greater customer satisfaction. UTS will provide a Road Supervision plan that identifies "hot spots" and directs Supervisors to critical areas of the operation throughout the day concentrating on the shopping centers, senior centers, and the designated contract locations. All Road Supervisors will be apprised of communication procedures relative to radio dispatch.

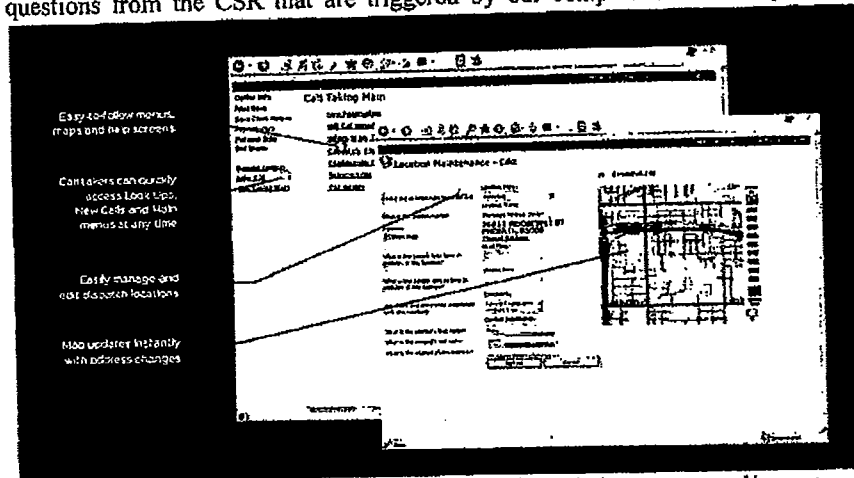
UTS's plan will ensure that Road Supervision will be provided during all hours of operation to ensure a quick response time in the event assistance is needed.

The purpose of the daily plan is to direct the Supervisor's activities to:

- ✓ Assist in scheduled trip movements
- ✓ Monitor Operator proficiency
- ✓ Spot check Operator performance
- ✓ Provide additional instruction and operating tips to Operators
- ✓ Assist in the on-time pickups, drop offs and assistance to clients
- ✓ Investigate customer complaints and commendations
- ✓ Verify and document operating performance

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

Call Center- UTS will maintain a call center operation with a toll-free number dedicated for use by WCDJFS and their clients. Our Call Center is based in Hamilton, Ohio and utilizes a state of the art phone system and technology. Calls are answered by our Customer Service Representatives (CSRs). The phone number dedicated to this service will be accessible twenty four hours a day, seven days a week, to receive phone calls from WCDJFS employees, client and other designated persons for scheduling purposes. The phone system is on a separate fiber channel increasing reliability and service. As stated earlier, all calls are recorded. For purposes of security and quality assurance, these calls are backed up in a separate off-site facility's has created a CSR process that is used hundreds of times each day and is central to the operational success of the system. We have streamlined the CSR process flow to reduce the overall time spent creating a transaction when a caller requests transportation. The system accomplishes this through the use of clear and easily understood questions from the CSR that are triggered by our computer's data entry screens, We have



integrated that CSR process functions which previously required additional data entry and/or external lookups to complete.

TripSpark™ provides scheduling, tracking and operational analysis for a wide range of medical transportation services including non-emergency, brokerage, and community and home health programs.

### Responsive Service

- Allow call takers to view detailed patient information, including special needs
- Secure access can be given to third party locations such as hospitals and providers for trip scheduling
- Fast, automated scheduling and dispatch
- Less time required for booking, billing and eligibility
- Browser-based functionality can be used over the internet or company intranet
- Easy-to-follow menus, maps and help screens
- Clearly defined and simplified function-based processes
- Browser-based application uses .NET technology for simplified installation and deployment
- UTS' CSR system provides the following features:
  - Views detailed itineraries for each service resource
  - Quickly schedules groups of trips with one click
  - Manages the service reservation process from call taking to dispatching
  - Geographically schedules and routes drivers as well as caregivers
  - Monitors and adjusts services in real-time a variety of mobile devices such as cell phones, pagers, mobile data computers
  - Instantly tracks cancellations, no-shows and schedule changes
  - Accurately manages calls and patient information
  - Manages will-calls, confirmation calling, and recurring trips/standing order in real-time
  - Monitor trends and adjust resource capacity to meet changes in service demand



## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

- Tracks on-time performance of staff
- Manages multiple contractors, funding sources (payers), multiple providers and volunteer driver programs
- Manages external subcontractor outsourcing
- HIPAA compliant
- Provides up-to-date, easy-to-use geographic locations and driver directions
- Views routes and locations
- Integrates with most other existing map data sources

### Flexible Billing and Reporting

- Interfaces available to automatically submit accurate claims reimbursement information including Medicaid
- Integrates with your accounts payable billing system
- Generates detailed manifests and reports on performance, utilization, resource management and more
- Available interfaces for Medicaid eligibility and claims management
- MEDICAID ELIGIBILITY INTERFACE - electronically verify client eligibility and automatically store eligibility records, authorization numbers, and reasons for rejection
- MEDICAID CLAIMS INTERFACE - electronically submit claims using flat or per-mile rates for single or multiple providers
- SERVICE REQUEST INTERFACE - import service requests from a variety of funding sources
- MOBILE COMPUTING - integrate mobile computing devices and automatic vehicle location technologies to monitor and adjust services in real-time
- INTERACTIVE VOICE RESPONSE (IVR) - offer automated telephone services with state-of-the-art Voice-XML technology



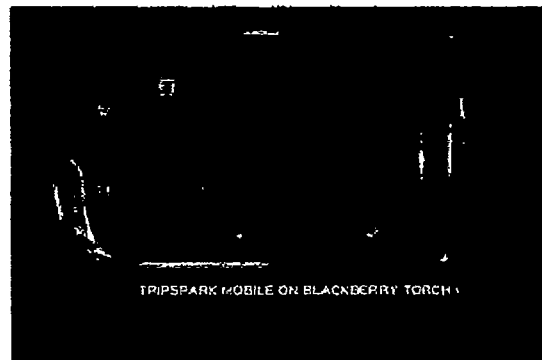
Integrated navigational mapping and push to talk radio technology for communications between dispatch and driver are available with selected devices. Includes automatic vehicle location (AVL) and mobile data communication.

### Real-Time Updates

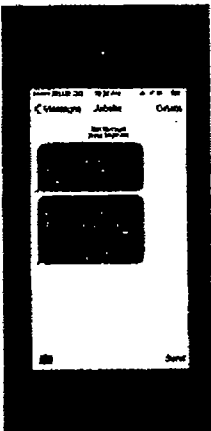
- Monitor vehicle location and schedule adherence in real time
- Get your reports faster. Seamlessly integrate real-time data with back-office systems and produce same-day reports
- Works with all cellular networks such as GPRS or CDMA, and has broadband connection capabilities
- Easy to update. Remotely and wirelessly install and update mobile software on the go

### Safety and Security

- GPS tracking and covert alarms increase safety for drivers and passengers



## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS



Our notification system is a demand response application that takes rider engagement to the next level. Cloud-based and entirely accessible, passengers are given up-to-the minute notifications to enhance their total transportation experience.

- **Reduced no-shows.** This translates into cost savings.
- **Reduced driver wait times.** Less wait means more pickups, which leads to less waste...
- **Relief to the call center.** Callers get answers fast without talking to a call taker.
- **Fewer complaints.** Riders know ETAs.
- **Relieves IT work.** No complicated and costly phone integration or client-side server set-up.
- **Automated outbound telephone.** To confirm or cancel a trip, riders press a button at the end of a message.
- **SMS and email reminders.** Can send out alerts and reminders via these two popular media.

- Notifications sent the day before and then again moments before.

Capability to adequately administer and report expenditures of funds and provide WCDJFS with accurate/detailed reports regarding rides and costs

### Documentation and Reporting

UTS utilizes state of the art technology for our industry. We utilize TripSpark™ systems for our scheduling and dispatch and for our phone systems. Our systems give us the ability to analyze large amounts of data timely and generate standard and customized reporting for our customers as needed. It works with Internet Explorer 9 or newer.

WE can offer customized reporting to the exact needs of our clients.

### TripSpark™ Reporting

Auto-generate standard reports on: NTD, data diagnostics, statistical data, manifests and overall productivity. Go deeper by creating performance reports on: actual trip, load, odometer, passengers, timing of stops, etc. UTS can create and design our own reports, then review data, to implement changes to schedules to optimize for care and profit.

### TripSpark™ Reporting Wizard

Instead of estimating odometer readings and trip times, actual data can be used to create exacting reports. Since Driver Mate automatically logs the actual times & odometers, reports are extremely accurate in preparation for the auditing process. Export using popular formats (PDF, Excel).

UTS has an extensive collection of administrative and daily operation forms and reports at our disposal. Many of these forms help us to manage and analyze driver, vehicle, billing, and safety to better serve our clients and customers.

## UTS REPORTING TABLE

|                                |  |
|--------------------------------|--|
| Call Center Reports            | <ul style="list-style-type: none"> <li>• Client Eligibility</li> <li>• Phone System Reporting</li> </ul>   |
| Scheduling/Dispatching Reports | <ul style="list-style-type: none"> <li>• No Show and Cancel Reporting</li> </ul>   |
| Driver Reporting               | <ul style="list-style-type: none"> <li>• Daily Pre Trip Inspection Forms</li> <li>• Manifest</li> <li>• Client Incident Reporting</li> </ul>                       |
| Vehicle Reporting              | <ul style="list-style-type: none"> <li>• Maintenance Work Orders</li> <li>• Quarterly Vehicle Inspections</li> <li>• Preventative Maintenance Schedules</li> </ul> |
| Accounting Reporting           | <ul style="list-style-type: none"> <li>• Performed Trip Reports</li> <li>• Productivity Reports</li> <li>• Invoicing</li> </ul>                                    |
| Safety Reporting               | <ul style="list-style-type: none"> <li>• Accident Reports</li> <li>• Loss Run Reporting</li> </ul>   |

### Vehicle Maintenance Program

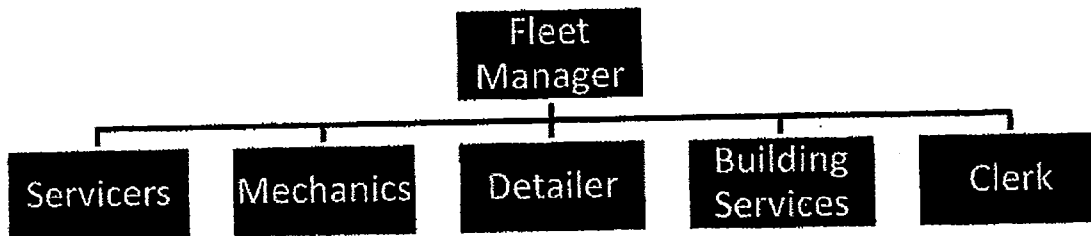
UTS provides customers extensive experience in the maintenance of body on chassis, van and minivan vehicles. This has facilitated the development of a comprehensive preventive fleet maintenance program successful in prolonging vehicle life, reducing vehicle down time, and maximizing efficiencies. UTS is dedicated to a thorough preventive maintenance program resulting in minimal vehicle down time.

*Another important facet of our preventive maintenance plan involves proactive communication between drivers and maintenance staff. UTS fosters this interaction through the inclusion of maintenance staff managers in all division meetings and activities, including Safety Meetings.*

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

We comply or in most cases exceed manufacturer and best maintenance practice standards within all program guidelines. UTS has been subject to hundreds of local, state, and federal inspections for the highest standards. (See Attachment "A")

### *Maintenance Department Staffing*



The maintenance department of UTS includes a Fleet Manager, mechanics, servicers, detailer, building services, and clerk. The maintenance garage is staffed 12 hours daily with a 24 hour on call mechanic seven days a week.

The overall supervision of the Maintenance Department is the responsibility of the Fleet Manager. This individual is a member of the management team for UTS and reports to the Operations Manager. In the absence of the Fleet Manager the Mechanic Team Leader assumes this responsibility.

### *Preventive Maintenance Procedures*

Preventive Maintenance (PM) is performed at several levels. The PM program ensures vehicles and equipment are properly maintained for maximum life expectancy. In addition, the program reduces unscheduled repairs and road calls by addressing maintenance issues before a mechanical failure. ADA equipment operation and maintenance is addressed in two areas by the drivers as indicated in the Pre-Trip Inspection/Maintenance Request form and by mechanics as indicated in the mechanics PM inspection report checklist. At UTS, all personnel who come into contact with vehicles have PM responsibilities. These responsibilities include:

Mechanics: Mechanics conduct scheduled inspections. During inspections, mechanics are required to repair all minor defects found or items that are worn or fatigued (i.e., cracked hoses or belts) which may be repaired or replaced in a short time frame. Major defects are reported to the Fleet Manager, who schedules the vehicle for repair. There are multiple levels of PM inspection at UTS:

#### **3,000 MILE CHECKLIST**

##### **START-UP AND DRIVE (check operation of :)**

Starting, parking brake, service brake, and transmission.

##### **REMAIN IN VEHICLE (check operation of :)**

Fuel gauge, oil gauge, battery charging gauge, windshield washer and wipers, steering wheel free play, heater and defroster, air conditioner, all window glass, doors, seats and lift equipment.

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

**OUTSIDE INSPECTION (check operation of:)**

Hood, front end, kingpins, wheel bearings, tie rod ends, wheels and rims, tighten lugs, tires, check water, cracks and pressure, open lift end unfold, and lube all hinge pins and visually inspect.

**UNDER THE HOOD (check operations of :)**

Air compressor, mounting and belt tension, steering gear and shaft (lube), power steering hoses and oil level, throttle linkage. Water pump and fan belt, anti-freeze protected – 40 degrees, water pump and fan hub (lube), crank case, breather – clean/change, battery – check water level, clean battery cables, master cylinder – fill and lubricate all fittings, fuel filter – change (if needed), fuel leaks-correct, radiator – check level and pressure, clean hoses – check – adjust, alternator – belt tension, terminals – check and lube, air filter – change (if needed) exhaust system – tighten, engine oil – change.



**UNDER CHASSIS**

Engine and trans bolts – check and adjust

Body bolts – check and adjust

Transmission – check gear and oil level

Transmission – check cover, belt and seal areas for leaks

Differential – check gear oil level and clean breather

Differential – check for leaks

Brakes – adjust (if needed)

Springs, shackles, U bolts – check for cracks, rust ,and correct tension

Jack up and spin check all tires – look for wear and foreign objects.

**DRIVE OFF AND PARK**

Engine oil – check level, hood latch – check, record for all pertinent information in log books.

**9,000 MILE CHECKLIST**

**3,000 mile check**

- Rotate tires if needed
- Check shocks
- Check exhaust system
- Check timing
- Check choke
- Check battery voltage
- Check wheel bearing and brakes
- Complete visual inspection

**12,000 MILE CHECKLIST**

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

### 3,000 mile check

- Change spark plugs (as needed)
- Tune – up/complete cap, wires, and rotor (as needed)
- Road test for all systems
- Check EGR and ECS systems
- Clean fuel injectors
- Complete visual inspection

### 15,000 MILE CHECKLIST

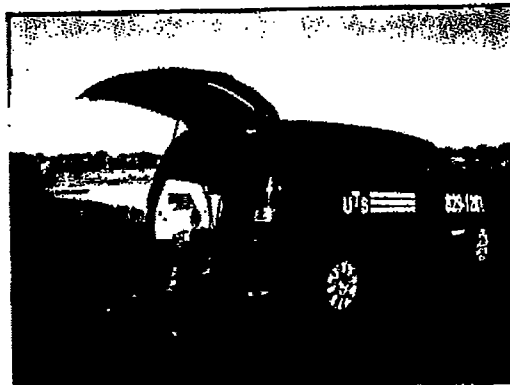
#### 3,000 mile check

- Service transmission
- Change rear differential oil
- Complete visual inspection

### 30,000 Mile CHECKLIST

#### 3,000 mile check

- Change spark plugs (as needed)
- Tune – up/complete cap, wire, and rotor (as needed)
- Check EGR and ECS System
- Fuel injectors cleaned



The inspections cycle through all PM's and then start over to repeat the cycle. Repairs identified during the 3,000 mile inspection are performed when found or the vehicle is taken out of service.

### *Maintenance Records and Control Procedures*

The maintenance department makes use of several computer programs and hard copy forms to record maintenance activity data. These include:

- Pre-Trip Sheet: The driver uses this form to conduct a pre-trip inspection. These forms are turned in at the end of his or her shift to dispatch. The inspection forms are picked up every morning and examined for any safety related items that require attention before the vehicle is scheduled.
- Maintenance Request Form: Drivers will report any known defects on a Maintenance Work Order. The Fleet Manager views the forms daily to prioritize repair schedule. The driver has the ability to review his or her previous entries to check on the status of repairs. This program is an invaluable tool to facilitate a good working relationship between the maintenance staff, the operations staff and the drivers.
- Maintenance Program: UTS' fleet management system tracks virtually every aspect of the maintenance program and provides a wide range of reports.

Included are: parts lists, vehicle usage reports, repair history reports, preventive maintenance history reports and fueling reports. It features a complete inventory which is updated as new parts are delivered as well as when parts are assigned to a work order. Other features of the system are parts costing, vendor information, parts use forecasting, quantities on hand and automatic purchase order generation. Another important feature includes forecasting when vehicles will be due for PM inspections which assists in scheduling the maintenance in an efficient manner. Part

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

warranties are tracked as well and notifications are generated to alert the mechanic when a covered part appears on a work order. There is virtually nothing maintenance related that is not tracked in this system.

**Mechanic's PM Inspection Checklist:** This is issued to a mechanic whenever a PM inspection is scheduled to help insure no item is forgotten during the inspection. The mechanic checks off each item as the work is completed. The Fleet Manager will review the inspection sheet and the vehicle after a PM is completed to ensure the work has been completed correctly.

**Road Call Report:** In response to an in-service mechanical failure, the dispatcher will alert the Fleet Manager who will attempt to diagnosis the problem.

If the maintenance technician cannot resolve the failure, on road maintenance van will be dispatched to the scene. Depending on the time to the next appointment a replacement vehicle may be dispatched. The dispatcher will reassign clients to the nearest other available drivers. In the event of a mechanical breakdown, every effort is made to have the clients to their appointment on time. The dispatcher will record the deficiency on the log.

### **Procedure for Road Call Response:**

- Dispatcher will verify the location of the vehicle
- Dispatcher will alert a maintenance technician
- Tech will determine whether a replacement vehicle or in-service solution can be utilized (UTS' main focus is safety and quality of service)
- If necessary, the dispatcher and fleet manager will coordinate the delivery of replacement vehicle or reassignment of customer trips
- Dispatch will notify maintenance of van location or arrange for a tow service if required
- Vehicle will either be repaired at location (i.e. flat tire, fuse, etc.) or be returned to service after completion at maintenance facility

UTS will review breakdown by type and vehicle to prevent future road calls if possible.

The maintenance crew will determine the appropriate action, logging repair activity in maintenance forms.

All of the responsibilities of the Fleet Manager as described below may be delegated by Operations Manager to most efficiently maintain policies. Fleet Manager will maintain the vehicle database, ensuring current maintenance status.

### **Assignments**

New drivers will be assigned to a vehicle by the Fleet Manager. Fleet Manager will match needs of driver for their assignment to vehicle. This will be documented in the database and on daily vehicle board. If the Fleet Manager is unavailable for assignment, dispatcher will make assignment, make changes on board and forward information to the Fleet Manager for the database.

The Fleet Manager should obtain initial pre-trip from driver of new vehicle at the time of assignment especially to document any existing body damage, which goes on initial pre- trip form.

### **Monitoring Cleanliness**

Fleet Manager will inspect driver's vehicle each payday for cleanliness and note on monthly database. Drivers will receive a coupon for a clean vehicle. This coupon must be presented to an HR representative prior to receiving their paycheck.

Vehicles failing to meet criteria for cleanliness on payday inspection or a random check will be documented on Incident Report and forwarded to Operations Manager for discipline.

### **Monitoring Maintenance**

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

In the event mechanic discovers lack of driver maintenance or misuse of vehicle as outlined in Policy & Procedure Manual, the mechanic will direct comments to the Fleet Manager for documentation on incident report and forward to Operations Manager for discipline. Lack of maintenance may include:

Failure to make oil change appointment

Failure to keep scheduled oil change appointment without notification

### **Pre Trips**

Drivers are required to do a daily pre-trip inspection of their vehicles. Forms will be submitted weekly to Fleet Manager. Fleet Manager will log receipt of pre-trip inspections in Monthly Vehicle Database. Fleet Manager will review pre-trips to insure all data is complete. Drivers improperly completing form will be contacted by Fleet Manager to review correct documentation.

### **License & Registration**

All vehicle registrations and titles will be stored for all UTS vehicles at the Fairfield office. Safety Director will have daily access to documentation, all other staff should request needed vehicle information through Safety Director or Operations Manager.

### **Weekend Availability**

Fleet Manager will determine each Friday or last workday before weekend, vehicles available for dispatch to issue if needed on the weekend. The vehicle list is maintained in the database and is also available in hard copy.

When a vehicle is returned due to termination or extended leave, driver should complete final pre-trip to document existing body damage and overall condition of the vehicle. This may be done by Fleet Manager if driver is uncooperative or unavailable.

## **Staff Qualifications/ References**

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Universal Transportation Systems is a transportation firm specializing in administering Non-Emergency Transportation (NET) services. UTS will provide a client sensitive, efficient, provider-friendly for WCDJFS. UTS' team of transportation professionals is unequalled in their level of knowledge and experience to administer a "best practice" model for WCDJFS.

UTS' management team will oversee all operational function as outlined in this RFP. UTS has designated managers to oversee the specific daily functions under the leadership of the Operations Manager (Program Manager). Positions have been included in our budget as a part of our day to day operations and we have included work histories and professional references:

(See Attachment "B" for Resumes with References)

### **Staffing Plan**

UTS relies on a screening policy that includes:

- Job descriptions
- Stringent hiring practices
- Strong driving record underwriting
- Full drug and alcohol testing programs with a zero tolerance approach
- Fingerprinting
- Local and federal background checks
- Annual T-8 or ODOT physicals

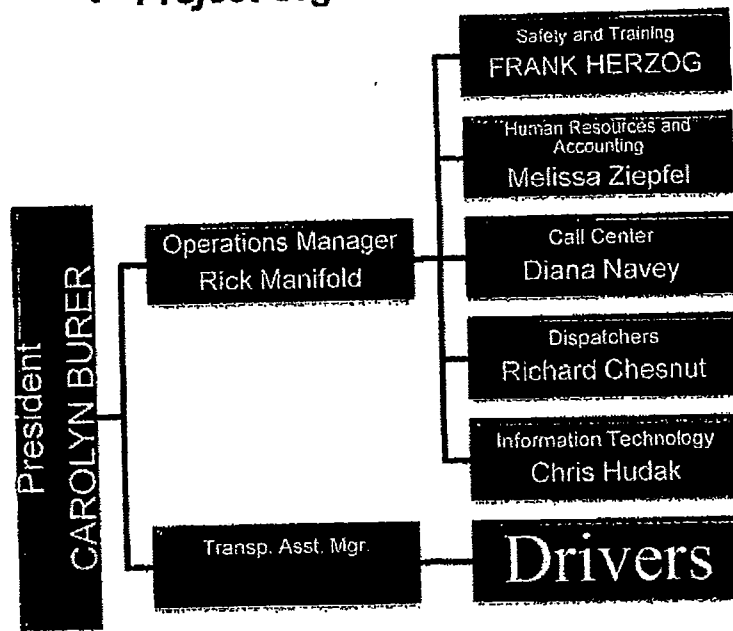


# PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

## Our commitment to all employees will include the following:

- To provide equal employment opportunities and treatment regardless of race, religion, color, sex, age, national origin, handicap or Vietnam era veteran status.
- To provide compensation and benefits commensurate with the work performed.
- To establish reasonable hours of work based on our service needs.
- To monitor and comply with federal, state and local laws and regulations concerning employee safety.
- To provide training to better execute assigned duties and responsibilities.
- To be receptive to constructive suggestions which related to the job, working conditions or personnel policies.

## • Project Organization Chart



## Job Descriptions

Job descriptions for employees of UTS are in place to provide a framework for each individual who may work on the project with WCJFS. However, these assignments should be regarded as the minimum level of expected productivity. All employees are required to respond to all duties with an attitude of cooperation toward managers and/or fellow employees to better serve UTS as a whole.

It is the policy of UTS to assign, direct and review all administrative staff. In order to do so, it is necessary to establish a framework for each employee's responsibilities, to provide effective communication between employee and employer and conduct fair and consistent reviews, holding each employee to the same standard.

## The standard will be as follows:

- To deal with customers and/or clients in a professional manner.
- To perform assigned tasks in an efficient manner and with an attitude of cooperation. (As outlined in applicable job description)

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

- To be punctual.
- To demonstrate a considerate, friendly, and constructive attitude toward fellow employees.
- To adhere to the policies adopted by UTS.
- To maintain a safe, clean and uncluttered work area.

**JOB TITLE:** Program Manager

Reports directly to Operations Manager and President

Full time salaried position

Requirements:

- Good attendance record
- Detailed and self-motivated
- Willingness to work flexible hours
- Excellent organizational skills
- Knowledge and ability to utilize UTS software and Windows
- Good communication skills
- Administrative and managerial skills

Duties – Include but not limited to:

- Sets up transportation in compliance with contracts.
- Establish routes
- Assign drivers to transportation
- Develop costing and language for contracts for clients
- Maintains relationship with contract representatives to obtain relevant information regarding clients and students.
- Delegates work overflow to Route Supervisors (new starts and route changes).
- Maintains UTS database to produce accurate billing and schedule to produce billing at end of month.
- Works in development of Trapeze™ software.
- Handles initial disciplinary action for drivers, assisting Human Resource department.
- Handles special projects as assigned by Vice President.
- Assist in decisions concerning personnel and administrative policies.

**JOB TITLE:** Driver

Reports directly to Program Manager

Requirements:

- Excellent attendance record
- Willingness to work flexible hours
- Detailed and self-motivated
- Willing to obtain CDL license if needed to accommodate contract needs
- Maintain CPR/First Aid Certification
- Good communication skills
- Ability to drive all UTS fleet,
- Ability to execute all routes in scope of service
- Duties – Include but not limited to:
- Sub drive on unassigned transportation as dictated by Program

**JOB TITLE:** Safety and Security Director

Reports directly to Operations Manager and President

Full time salaried position

Requirements:

**PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS**

- Good attendance record
- Detailed and self-motivated
- Must maintain current CDL
- Minimum clerical skills
- Excellent organizational skills
- Good communication skills

Duties – Include but not limited to:

- Title, register, license and insure all fleet vehicles and maintenance records for the above.
- Maintain complete files on all accidents.
- Teach safety training module for accidents and emergencies.
- Interface with TRAX on accidents.
- Work closely with claims management and insurance company.
- Oversee training for CPR, 1<sup>st</sup> Aid, DRIVE, Railroad Crossing, Winter Driving, Defensive Driving, and Ohio Pre-service
- Continual compliance training seminars.
- Greater Hamilton Safety Council Meetings
- TRAX Insurance Safety Seminars

**JOB TITLE:** Driver Trainer

Reports directly to Operations Manager and President

Full time salaried position

Requirements:

- Good attendance record
- Detailed and self-motivated
- Willingness to work flexible hours
- Maintain current CDL license
- Maintain current CPR Certification
- Excellent directional skills
- Ability to drive all UTS fleet, standard or automatic

Duties – Include but not limited to:

- Trains CDL drivers in conjunction with personnel training program from Ohio Pupil Transportation Operation and Safety Rules (section 3301-83-10).
- Participates in development of training manual for UTS Policy and Procedure.
- Establish and implement training program for all drivers at current and future locations of UTS.
- Schedules available CDL drivers to cover field trips as needed responding to bus orders and tracking monthly calendar.
- Works with Program Managers and route supervisors to
- Identify, assess and correct driver problems.
- Drives as needed (after all sub drivers are exhausted).
- Maintain equipment appearance and liaison to garage for bus assignments and preparedness (adequate fuel, first aid, radios and flares).

**JOB TITLE:** Dispatcher

Reports directly to Operations Manager and President

Full time salaried position

Requirements:

- Good attendance record
- Willingness to work flexible hours
- Detailed and self-motivated

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

- Good communication skills – calm and clear voice
- Good organizational skills
- Clerical skills – filing, typing, and answering phones
- Good directional skills
- Knowledge and ability to use Trapeze™ software
- Knowledge of counties served
- Maintain current 1<sup>st</sup> Aid/CPR Training
- Ability to remain calm under emergency situations
- Valid Ohio Driver's license

Duties – Include but not limited to:

- Maintains radio contact with all mobiles to relay relevant information in regards to route changes, road conditions or other pertinent info.
- Knowledge and ability to use UTS software Notifies drivers of changes in a timely manner Gives drivers instruction with use of maps.
- Make decision on length of wait for clients not ready at designated times.
- Keep log of all changes and forward these changes to Program Manager and Route Supervisors relevant to that client.
- Forward all incoming info (this should come to Dispatcher in written form) to relevant driver and Program Manager if necessary in a timely manner and keep all written communication on file.
- Maintain current phone lists for clients, destinations, and drivers for easy access.
- Maintain incident/procedure file for quick and thorough response to accidents etc.
- Prepare safety announcements to be used on daily basis.
- Dispatch "will call" services in an expedient and concise manner.
- Maintain notations of changes on physical schedule and daily logs.
- Implement substitutions when driver is delayed or broken down to mitigate transportation delays.
- Assigns vehicles to drivers based on need and assign temporary vehicles during service/repair with input from garage.

**JOB TITLE:** Fleet Manager

Reports directly to Operations Manager and President

Full time salaried positions

Requirements:

- Good attendance record
- Detailed and self-motivated
- Good organizational skills
- Knowledge of routes and client's needs
- Minimal clerical skills
- Valid Ohio Driver's license

Duties – Include but not limited to:

- Assigns vehicles to drivers as needed regarding vehicle size, configuration, etc.
- Works directly with Program Managers.
- Maintain vehicle assignment board.
- Follow up on service and availability of grounded vehicles, keeping open communication with garage.
- Maintain equipment inventory (carseats, boosters, etc.)
- Monitor equipment appearance (straps, vehicle interior & exterior)
- Assume driver assignment, if necessary

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
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**JOB TITLE:** Scheduler

Reports directly to Operations Manager and President

Requirements:

- Good attendance record
- Detailed and self-motivated
- Minimal clerical skills
- Knowledge and ability to utilize UTS software
- Excellent directional skills
- Valid Ohio Driver's license

Duties – Include but not limited to:

- Maintain accurate and current information in computer database to produce accurate schedules and billing.
- Assigns drivers to cover selected transportation.
  - Assignments should be made with consideration of day's transportation as a whole.
  - Assignments will be made without prejudice or bias to any one driver or program and strive for the best utilization of fleet and personnel.
- Any changes in schedule not apparent on printed schedule for that day should be put in writing to Dispatcher and Program Manager.
- Maintains communication with representative for clients when necessary to gain clear instruction for transportation.
- Execute scheduling duties in an expedient and timely manner, considering available data, as not to overburden drivers

**JOB TITLE:** Billing Clerk

Reports directly to Operations Manager or President

Full time salaried position

Requirements:

- 2 years' experience in UTS or comparable position
- Good attendance record
- Good communication skills
- Willingness to work flexible hours
- Detailed and self-motivated
- Good organizational skills
- Working knowledge of Trapeze™ software and Windows
- Valid Ohio Driver's license

Duties – Include but not limited to:

- Set up system to produce timely billings for adult accounts based on guidelines as established in contract.
- Maintain thorough filing system for immediate response to related inquiries from President
- Track daily orders for correct information and for consumers' signatures.
- Respond promptly to inquiries from customers as to billing questions and related inquiries
- Relays pertinent information to other departments as needed
  - Make copies of billings to Account Receivable for collection purposes
  - Maintain care, custody and control of all billing documentation including hard copies, computer entry and faxes, etc.

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

### ***Driver Qualifications***

As part of the pre-employment process, all drivers must pass an Ohio Department of Transportation physical with annual follow-up physicals.

Drivers participate in all company training as well as driver training programs. All policies and procedures are in compliance with Ohio Revised Code, Medicaid Law and as dictated contractually to UTS.

All UTS employees are required to participate in all mandatory training classes as directed by the Human Resource Department. All policies and procedures are in compliance with Ohio Revised Code, Medicaid Law and as dictated contractually to UTS.

UTS drivers are continually provided with direction and choices regarding response to all possible situations. Primary focus is on safety and customer satisfaction. UTS maintains a highly professional, and dedicated workforce, continually utilizing education/training to provide the highest quality service.

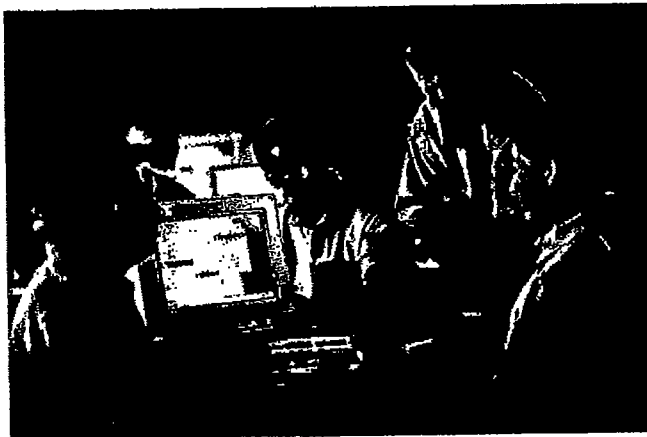
### ***Driver Training***

State and Federal governments establish driver qualifications and standards. UTS far exceeds set standards through a stringent hiring, training, evaluation and advancement program.

#### **Training Documentation**

Drivers are required to sign attendance sheets at their training to confirm their presence for payroll and auditing of training files. Sign in sheets are then forwarded to the Personnel Department for record keeping in the Personnel Database.

Human Resource creates the proper documentation, i.e. certificates, ID cards, compliance certifications, for each driver in attendance. Once entered into the database information is transferred to a training master sheet and copied to the employee's personnel file.



#### **Driver Evaluations**

Drivers will be given an annual written review of their driving performance. The written review will be completed by a qualified Safety Director and will become part of the driver's personnel file.

#### **"New Hire" Policy and Procedure**

New drivers will participate in review of written policy & procedures. This class will be conducted by Program Operation Managers and Safety Director.

The agenda must include the following topics for review and clarification:

- UTS History and Overview
- Responsibilities
- Pay Procedures-Payroll Department
- Behavior of Employees-Management
- Assignments-Route Descriptions
- Safety Accident & Emergency Procedures
- Disciplinary Policies
- Vehicle Maintenance
- Facility Tour

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

- Client Relations
- Map Skills
- Three days behind the Wheel training with a Driver Trainer
- Demonstrate how to conduct a Pre-Trip
- Explain procedure for Maintenance Work Order and other vehicle responsibilities
- Demonstrate how to read a schedule, obtain signatures, and timely return of all documentation

### **ADA & Sensitivity Training**

UTS understands the importance of providing all clients with the highest level of service. Our training covers all areas of special needs and sensitivity to all clients.

No person shall be denied access to participate in transit service, programs, or activities simply because a person has a disability.

Our policies and training emphasize:

- Standards or rules ensuring individuals with disabilities an equal opportunity to enjoy services, programs, or activities.
- Use of auxiliary aids and services when necessary to ensure effective communications.

UTS trains staff and drivers to operate our service in ways accessible by individuals with disabilities.

### **Seasonal Driving and Railroad Crossings:**

All drivers will attend annual in-service training during the fall season to review:

- Winter Driving Skills and Railroad Crossing Procedures as directed by the Human Resource Department in conjunction with Safety Director.

### **Client Rights/Confidentiality (D.R.I.V.E.)**

All drivers must attend annual in-service training to review client profiles, client rights, confidentiality, and sensitivity for their current assigned client base.

These in-service training sessions will be conducted or planned by Program Managers in conjunction with on-staff D.R.I.V.E. certified trainers. Use of outside speakers will be allowed and encouraged at the approval of the Operations Manager.

Adult ambulatory and wheelchair service drivers may use classes offered by Elderly Services/Council on Aging programs to meet this requirement.

### **CPR/First Aid**

All drivers must attend CPR/First Aid training as directed by Human Resource Department at first available class upon hiring.

Recertification will be required every two years or upon expiration of current card certification.

System Security & Emergency Preparedness

Policy Available Upon Request

### **Blood-borne Pathogens**

Driver's view the required video and review printed materials, practice universal precautions and use of clean up kits. Drivers are also eligible for the optional company funded Hepatitis B vaccine.

### **Ohio Pre Service Training**

## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

Initial Defensive Driving in service training is the Ohio Pre Service Certification. Drivers will view the OAPT Van Drivers Video and complete testing requirements for certification. Initial Ohio Pre-Service is a defensive driving requirement for employment. The Pre-Service certificate is valid for six years.

### **Annual Drug and Alcohol Policy review Training**

Drivers receive an annual review and view the instructional video from the FTA and/or the ODOT five step drug and alcohol policy including the company's "zero tolerance" policy.

### **Emergency Evacuation Procedures**

Review of emergency evacuation procedures pertaining to: tornados, earthquakes, fires, accidents, terrorists, and other perils.

## **PROGRAM MANAGER**

Our Program Managers are selected based upon their driving experience. Other qualifications include background in administration, supervision, safety and customer service.

The person selected for a Program Manager Position train candidates for the positions of Dispatcher and Scheduler.

Program Managers are trained by other Program Managers or Operation Managers.

### Topics:

- Company Overview and use of technical devices including software, radio, fax, online pager and digital paging dispatch, and all communication equipment
- Policies, Systems, Schedules, Referral Services
- ADA requirements
- Telephone courtesy, Sensitivity Training, and Customer Relations
- Reservation Techniques
- Role playing and instruction in the scheduling function
- Complaint resolution and instruction on addressing situations involving client concerns and complaints
- Trapeze software and paging solutions
- Log completion and schedule management
- Dealing with interpersonal skills, including hiring, discipline, training

### **Train the Trainer**

UTS appoints qualified personnel from within its own ranks and provides performance enhanced training for "Drive Trainer Team Leaders".

- This training standardizes new hire and tenured drivers training protocol from the personnel who do the instruction. We induct all trainers into the UTS "Boot-camp" familiarizing them with all supervisory instruction, policy and procedure training and understanding of policy evolutions.



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Underlying this training is the idea of team roles and how they share responsibilities regarding customer satisfaction, safety, maintenance, and driver retention.

### Safety Program

***SAFETY, SAFETY, SAFETY is the UTS motto. Under no circumstances should safety be sacrificed.***

The foremost responsibility is for the safety of your clients and our drivers while providing on time transportation, adhering to the scheduled pick up and drop off times of each client. The following procedures are expected from all drivers while transporting clients.

#### Car Seats:

All children that meet state and federal criteria for car seats, must be transported in a car seat or booster seat. The law requires that a child who is less than 4 years old or 40 pounds must use a child safety seat. A child less than 8 years and less than four feet nine inches in height, shall be properly secured in a booster seat that meets federal motor vehicle safety standards.

It is the responsibility of the driver to get the car seats and/or boosters needed from the Program Manager.

#### Seatbelts:

All clients (**NO EXCEPTIONS**) must wear their seatbelt. Any client refusing to comply must be reported to dispatch. UTS will not transport until the client complies. Inadequate seatbelts should be reported to the garage on a Maintenance Work Order.



#### Railroad Crossings:

All UTS drivers are required to stop at ALL railroad crossings regardless of vehicle type or if clients are on board.

- 200-300 feet from crossing turn flashers on
- Roll down window at least 2 inches
- Come to a complete stop behind crossing gate or solid white line
- Stopping time-look left, right, left
- Always look straight ahead before moving forward again (sometimes pedestrians and other vehicles will think that you are giving them the right away, you want to make sure your path is clear)
- Cautiously cross the tracks
- After your rear bumper has passed the opposing crossing gate, turn off your emergency flashers
- Roll up your window
- Resume posted speed

**NEVER go around gates that are down unless an official from the railroad or a police officer directs traffic to do so.**

#### Stopping Distance:

- You should be able to see the rear tires of the vehicle in front of you touching the pavement
- Maintain that distance even at stop signs
- Once stopped, do not roll forward-maintain your distance

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- Every time you move, you're setting the pace for traffic behind you
- Stopped at a red light with a vehicle in front of you and the light changes to Warren-wait for the vehicle in front of you to move before you take your foot off the brake. This allows space in case the vehicle in front of you suddenly brakes and it also keeps the vehicle behind you in check. Remember, your motion invites them to move.

Cell Phone Use:

Never talk on your cell phone while driving unless you have hands free or blue tooth

- No talking on cell phone with clients on board
- **NO TEXTING and DRIVING** allowed
  - ✓ You will lose your job
  - ✓ No Reading and Driving allowed
  - ✓ If your wheels are in motion you are considered driving
  - ✓ Pull off the road to read any necessary documents

Inclement Weather:

- Slow down
  - When raining stay out of curb lane
    - ✓ Standing water can cause mechanical problems with the engine in your vehicle
    - ✓ Never approach high rising water
    - ✓ Turn around
    - ✓ Contact dispatch
    - ✓ Notify them of possible delay
  - Snow and Ice
    - ✓ Slow down
    - ✓ Be very cautious
    - ✓ Maintain further distance from the vehicle in front of you

Loading and Unloading

Clients should always board and disembark from the vehicle on the same side of the street as their destination; no one should cross in front or behind vehicle. The only time this would not apply would be on one way streets where there would be no other access. **While any client is disembarking, the vehicle should always be put into park gear.** Under no circumstances should a driver go inside the home of a client. **Clients should only disembark at their authorized destination.** This means no stopping at fast food restaurants, grocery stores, etc. unless previously authorized through the office.

Will Call Cards:

- Will call cards should be given to every new client or any client who needs the phone number to the office
- Always have some with you
- If you need more see dispatch and they will give you more

Changes in Pickup or Drop off Locations:

Changes in pickup or drop off locations must be pre-approved for all clients. This may be done with approval from dispatch. Never take a client's word alone that a change has been approved.

Concerning students, the only changes that are acceptable for alternate drop off and/or pickup points must be listed by guardian on the Student Emergency Form and be on file in the office. This form should be completed by parent or guardian during the first week of transportation. If there is a problem getting these forms from parent or guardian, contact the school Program Manager for further assistance.

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PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

**Professional Affiliations**

We are currently affiliated with the following organizations:

**Ohio Public Transit Association**



The Ohio Public Transit Association is a professional associate which provides leadership, resources, support and technical assistance to public and private transit agencies in Ohio.

OPTA's mission is to act as a unified voice advocating and strengthening the role of public transportation in improving the quality of life for all Ohio citizens.

OPTA's role in achieving the best possible transit system in Ohio is: to be a respected voice in legislative affairs, an effective influence on public policy and a builder of active coalitions for transit, an internal communicator of legislative professional and technical information; an external communicator with news media government and civic leaders, and an organization dedicated to embracing the highest ethical standards.

**Ohio Department of Aging**

Ohio Department of Aging is a designated state unit on Aging as required by the Federal Older Americans Act. Their mission is to provide leadership for the deliver/ of services and supports that improve/promote quality of life and personal choice for older Ohioans, adults with disabilities, their families and caregivers.



Senior transportation programs make it possible for individuals who do not drive and cannot use public transportation to obtain rides for essential trips, such as medical appointments, business errands, shopping and other activities.

**Ohio Department of Developmental Disabilities**



The Ohio Department of Developmental Disabilities (DODD) is responsible for the regulatory oversight of Ohio's 88 County Boards of DODD. In this capacity, DODD is charged with supporting County Boards of DODD by: providing training and technical assistance through the support of regional consultants; ensuring quality of care, good business practices and wise use of taxpayer dollars through the state accreditation process; and credentialing County Board employees through the registration and certification process.

The mission of Ohio Department of Developmental Disabilities is continuous improvement of the quality of life for Ohio citizens with developmental disabilities and their families.

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

**Taxi Cab, Limousine & Paratransit Association**

TLPA is a nonprofit trade organization of and for the private passenger transportation industry. Our membership spans the globe to include 1,100 taxi cab companies, executive sedans, limousine services, airport shuttle fleets, non-emergency medical transportation companies and paratransit services.

Our mission is to provide our membership with a network of programs, services, and support that will enhance their ability to effectively and profitably serve local public transportation needs.

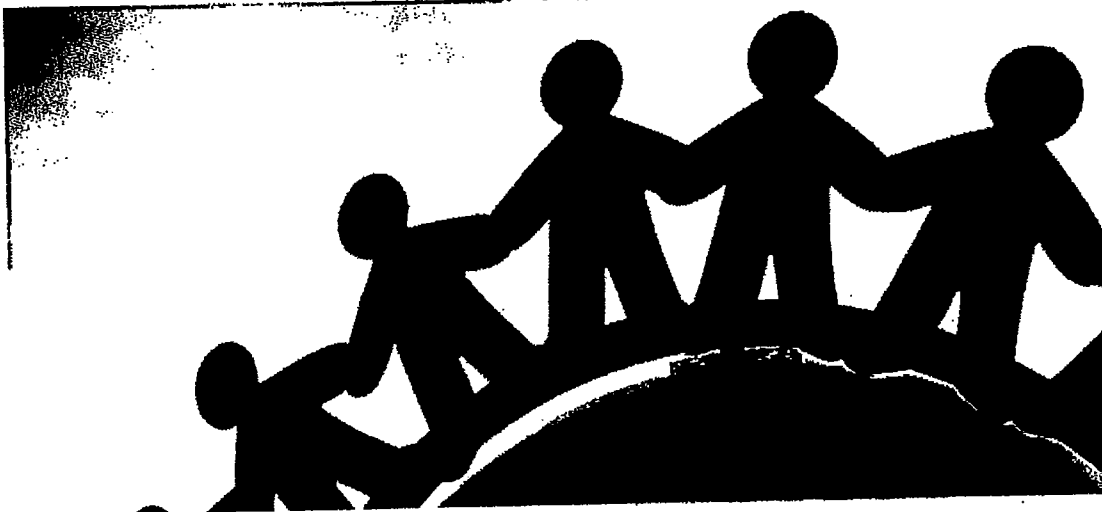


**OHIO EMERGENCY MEDICAL SERVICES**

The Ohio Medical Transportation Board

Formerly, the Ohio Medical Transportation Board's mission is to ensure through inspection, certification, and licensure that all nonemergency, emergency, and air medical service organizations regulated by Ohio Revised Code 4766 and the rules promulgated there under provide appropriate care and transportation for the citizens of Ohio.

On April 1, 2013 Governor Kasich signed House Bill 51, merging the Ohio Medical Transportation Board (OMTB) into the State Board of Emergency Medical Services. The newly merged board, retitled the State Board of Emergency Medical, Fire and Transportation Services, and the merging of the OMTB staff into the Division of EMS creates a single lead agency for EMS, fire, medical transportation and trauma in the state of Ohio. The merger is effective July 1, 2013.



## Attachments

### (3) Most recent Contractual services for reference purposed

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UTS currently provides contractual On Demand NET Services for the following agencies

Butler County Job and Family Services  
Government Services Center  
315 High Street, 9<sup>th</sup> floor  
Hamilton OH 45012  
Phone: (513)887-4100  
Jerome Kearns  
[kearbj@odjfs.state.oh.us](mailto:kearbj@odjfs.state.oh.us)

Secure Transportation  
Luke Massaro  
Logistics Manager  
[lmassaro@securetransportation.com](mailto:lmassaro@securetransportation.com).  
Cell (562) 965-5955  
[www.securetransportation.com](http://www.securetransportation.com)  
562.941.0107 Corporate Offices  
562.903.9407 Fax

Ride Right  
Andy Stelter  
General Manager – Hamilton County, Ride Right, LLC  
Ph. 513-242-0092  
211A Township Ave., Cincinnati, OH 45216  
[www.ride-right.net](http://www.ride-right.net)

Preble County Jobs and Family Services  
Regina Hapner  
Fiscal Officer  
Preble Co Job & Family Services  
937-472-2532  
[Regina.Hapner@jfs.ohio.gov](mailto:Regina.Hapner@jfs.ohio.gov)

Clinton County Jobs and Family Services  
Kathi Spirk, Director  
Clinton County Job and Family Services  
1025 S. South Street  
Wilmington, Ohio 45177  
937-382-0963 ext. 1338  
[Kathi.Spirk@jfs.ohio.gov](mailto:Kathi.Spirk@jfs.ohio.gov)

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

**Bidder qualifications/Experience Statement/Staff Qualifications**

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**Owner/President**

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**Carolyn Burer**

Carolyn Burer is the President and owner of Universal Transportation Systems DBA UTS. UTS has two members. Carolyn Burer, individually, is a one percent member. Ohio Transportation Holdings, LLC is a 99% member. Carolyn Burer is the sole member of Ohio Transportation Holdings, LLC. The role of President at UTS is to ensure that all contract requirements are being met with the daily focus to direct the activities of the staff relative to established procedures and continually monitor progress for quality assurance.

**Executive Responsibilities**

- Write and negotiate proposals for existing and new business opportunities
- Managing overall expectations pertaining to setting accurate schedules, costs and resources. Ensures delivery against QA goals and objectives.
- Provides necessary definition, development and deployment of quality assurance strategy, addressing all appropriate areas of contractual requirements.
- Directly supervises preparation and delivery of performance evaluations and training activities.
- Establishes and maintains policy for all documentation. Reviews documentation before sharing with internal and external audiences.
- Implements ongoing quality improvement processes working with interdepartmental teams.
- Maintains consistency of program deliverables including the design, definition and implementation phases through quality checkpoints and testing.
- Develops and manages quality assurance metrics for performance improvement of all teams.
- Manages and responds to software quality assurance issues with related groups.
- Anticipates challenges and takes corrective action, escalating as needed, to resolve and achieve commitments. Assures the viability, functionality and effectiveness of essential tools.
- Responsible for creating tasks and checklists for software deployment.
- Provides effective communication regarding issues, objectives, initiatives and performance to plan.
- Manages the planning and execution of program specifics including all associated resources to meet contractual requirements.
- Responsible and accountable for managing the timing of interdepartmental deliverables and the quality of their output.
- Works with all staff to develop reasonable project schedules and resource allocation models for QA related projects and other activities such as software deployment, customer integration, and professional services.

**Professional Experience**

Responsible for oversight of all NET, On Demand, Rural Transit and Pupil Transportation Program at UTS and has successfully transitioned company to TripSpark software for all transportation functions, transitioned company to new phone system, decreased overall operating costs annually for past three years and implemented successful training programs resulting in decrease in driver accidents and insurance costs.

**PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS**

**Program Manager**

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**Rick Manifold**

- Over 16 years' experience managing transportation and fleet operations in industrial settings, and transit authority settings for public transportation
- Oversees day-to-day operations with 225 employees and a 275 vehicle fleet
- Directs all areas of safety, employee and client scheduling, and dispatch
- Handles all client complaints and concerns
- Oversees hiring, training, and discipline of all drivers, schedulers, and dispatchers

**Call Center Manager**

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**Diana M. Navey**

- Gifted leader with excellent people skills and the ability to create a team-focused environment
- Strong communication skills with various levels of employees across an organization including exempt and non-exempt
- Impeccable work ethic taking a strong personal interest in assigned tasks and delivering high level results
- Skilled at working with numbers, billing, facilitating payroll and related responsibilities such as child support, wage garnishments, and employment verifications
- Creative thinker who is outspoken in finding solutions to problems
- Team player who directs the organization of company-sponsored events and activities.
- Multi-task with a commitment and understanding of the importance of quality work and meeting deadlines
- Facilitator of Workers Compensation Administrator in the facilitation of the Premium Discount Program (PDP) and Drug-free Workplace Program (DWP)
- Project Management for various companies owned by employer

**Experience at Universal Transportation Systems, Fairfield, OH**

As Call Center Manager Oversee daily operations including call center, dispatch, scheduling, school transportation, maintenance, human resources, safety and accounting of a large paratransit transportation facility

- Meet and exceed all company set operations
- Ensure delivery of customer service excellence
- Cost effective purchasing
- Set and maintain productivity and quality standards
- Ensure departments complete work on time
- Implemented Call Center with Aastra Phone Systems
- Implemented Trapeze® Transportation Software

**Assistant VP of Operations (2006-2009)**

- Payroll administrator for TB Properties, LLC, dba Winton Development
- Account Receivable and Account Payable for TB Properties
- Assisted with contract acquisitions
- Oversaw the RFP (Request for Proposals) process for ITS, UTS, and Winton Development
- Managed all properties owned by owner of UTS; oversaw all operations, maintenance, and relationship management with renters
- Managed all vendor relationships including, banks, lawyers, accountants, etc.
- Filed affidavits with banks for building projects and contractor bank draws
- Certified Notary Public duties including managing titles



## PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS

- Managed all of owner's personal and commercial bank accounts
- Responsible for maintain relationships with Attorneys and Third Party Administrators (For example, served as the representative during unemployment and worker's compensation hearings.)
- Manage the internal worker's compensations administrators and served as senior contact

### Accounting Manager/Benefits Administrator (1997-2006)

- Responsible for auditing 150 timesheets on a weekly basis as well as payroll of administrative staff members across all companies under the same ownership
- Responsible for processing payroll for multiple businesses owned by the President of UTS including, Universal Transportation Systems and Intercoastal Transportation Systems
- Administered and managed all payroll taxes and filing of company taxes
- Managed company insurance program; selected companies for usage and set-up the insurance benefits for each employee
- Bi-weekly processing of timesheets and submission into Creative Solutions Payroll System
- Process payroll checks and disbursing to the employees
- High level accounts Payable duties as needed for multiple businesses owned by the President of UTS including Winton Development, Universal Transportation Systems, Intercoastal Transportation Systems, and Warren County Transit
- Processed child support payments, wage garnishments, and employment verifications
- Facilitated the annual PDP and DWP project plan and certifications
- Director of the event planning staff including an annual Christmas party, Easter Egg Hunt, and company picnic
- Managed the vendor relationships including the telecommunications equipment, cellular phone contracts, office equipment leases, and data/phone lines

### Technology Lead

**Christopher J. Hudak**

#### Technical Skills:

**Server Operating Systems:** Windows 2008 Server, Enterprise and Storage Server, , Exchange 2007, 2003 SQL 2005, Windows NT 3.51, 4.x 2000, Microsoft Small Business Server 2000, SBS 2003, 2008 and Server 2003 Standard with Exchange 2003, Terminal Server 4, Citrix Winframe , Metaframe 1.8, XPa, XPe, Novell 2.15, 2.2, 3.11, 4.01, 4.10, 4.11 Some Unix, IRIX, Solaris, Linux.

**Workstation Operating System:** Windows 7 All Versions, Windows Vista all Versions, Windows XP Pro, Home, Tablet, Media Center and Embedded variants, Windows 95, 98, NT 4.0, 3.51, 2000 Pro, Unix, Linux, VAX/VMS and Macintosh OS 5-9.1, OS X 10.x

**Communications:** Cisco IOS, VPN, NPLS, T-carrier, fiber optic, ISDN, Protocols, TCP/IP, IPX, SPX, NETBEUI, NETBIOS, DNS, WINS, DHCP, FTP, TFTP, POP3, SMTP, IMAP4, LDAP, Telnet, Wireless: CDPD, GSM, GPRS, EDGE, HSDPA, UMTS, EVDO, HSCSD, AMPS, NAMPS, HF, VHF, UHF, Microwave, 802.11b, various Infrared and RF Networks.

**Software:** MS Office 2010, 2007, 2003, 2000, Office XP, 97, 95, FrontPage, Exchange 2000, Exchange 5.5, OWA, Lotus Notes, Powerchute, Word Perfect, Access, Corel Draw, Adobe Photoshop, LAN Workplace, Super TCP, Reflections, Exceed, Netscape, Internet Explorer, Quota Manager and Arcserve 6.5-8, SonicWall Firewalls, IIS 4-5, MS ISA Server, WS FTP, WSPing Pro, NeoTrace, Checkpoint Firewall, Raptor Firewall, Tiny personal Firewall, Shomiti Sniffer, Network Solutions Sniffer Basic, Linksys, DLink, Netgear, ServGate.

**Hardware:** All PC Platform Hardware, Multiple Macintosh Platforms, All tape drives, CD-ROM, CD-RW, DVD, DVDRW, removable hard-drives, scanners, fax/modems , print servers, terminals, sync/async communications equipment.

**PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID RECIPIENTS**

Mobile equipment: Extensive experience with all 3Com Palm Computing Platforms, All Windows CE

platforms, and most all wireless communication equipment including CDPD modems, GSM/GPRS Data, 802.11b Wireless Lan cards and Access points, Analog and Digital Cellular data connections

**Professional Experience:**

**Universal Transportation Systems, Chief Technology Architect, April 2008 to Present**

- Head of all Technology initiatives for UTS and Winton Development
- Complete restructure of UTS primary application for Transportation management
- 70% Virtualization of all servers
- Driving solutions for migration to cloud applications
- Service and Maintenance of clients complete IT architecture
- Installation and maintenance of large scale wireless networks
- Manage GPS tracking project for over 300 fleet vehicles that allows
- Real-time tracking, dispatch and directions for vehicles
- Realized 18% decrease in fuel consumption with optimized routing, speeding notification and idle time warnings.

**Ascendum Solutions, Senior Network Architect, March 2008 to April 2010**

- Brought over 30 new MSP clients to Ascendum from GuardERA
- Complete IT Solutions for SMB Clients
- Service and Maintenance of clients complete IT architecture
- Installation and maintenance of large scale wireless networks
- Managed Services Provider with multiple service offerings
- Brought in many new MSP monthly clients and maintained all new networks and existing networks
- Implemented new Kaseya MSP management, created monthly reporting
- And system notifications for all client machines and servers
- Created new Process and procedures for MSP department as well as SOP and work instruction
- Documentation for new Enterprise clients.
- Pioneered best in breed VAR and vendor relationships with Fortinet, McAfee MX Logic, Trend Micro, Eastern Data, Microcenter and Zeith Infotech.
- Many new enterprise level projects involving MS Hyper-V and VMware ESX and VSphere 4
- Created a complete large scale digital IP camera based security solution for a major client with
- Motion based recording and reporting.

**Other Experience:**

Extensive experience with automotive 12volt equipment and design, installation and design of automotive security and navigational systems including but not limited to microwave and infrared sensors, mobile video systems, 8mm video, DVD, multi-LCD arrays, GPS navigation and stolen vehicle tracking, voice recognition applications, computer control of vehicle systems, remote control of all vehicle systems via 1 way VHF radio packet transmission, Enhanced GPS with custom PIC controlled display system to display GPS location, speed, heading, and direction of travel data.

More than 10 Years of experience with HandHeld Computers including but not limited to Grid, Apple Newton OMP, MP100, MP110, MP120, MP130, Hewlett Packard HP 200LX, 300LX, 320LX, Jornada 620LX, 660LX, 720LX, 430SE, 520, 548, 565, 567, Compaq iPaq 3630, 3650, 3765, 3835, 3850, 3870, Casio Casiopeia, NEC Mobile Pro, Palm Computing Original Palm 128k, Palm Personal, Palm Professional, Palm III, Palm V, Palm Vx, Palm VII, Palm M105, M125, M130, M500, Palm M505, M515, Palm i705, RIM Blackberry 850, 950, 857, 957, 5810 GSM/GPRS(also iPaq Blackberry versions) Nokia Mobile Communicator, Handspring Visor(All Versions) Handspring Treo 180(180G), Sony Ericsson T68, T681. Experience with various mobile phone platforms on multiple carriers, and experience with connectivity between mobile phones and Handhelds.

Experience with all Desktop side and Server side sync software for each of these platforms including Palm Desktop, Blackberry Desktop Redirector, Blackberry Enterprise Server, Blackberry Enterprise Server Express, Exchange Server

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

Activesync, Exchange OWA and Exchange OMA, Windows Mobile 5, 6, 6.1, 6.5, Google Android and iPhone, Microsoft ActiveSync 3.1, 3.5, Pocket Mirror, IntelliSync, also extensive experience with 3rd party apps on all platforms and the know how to make them work in a business environment while keeping the handheld platform stable.

Electronics experience includes continuous self-study in electronics theory and design, circuit prototyping and design, board level creation and assembly, prototyping and integration, use of all types of electronic test equipment including Volt, Ohm, capacitance, inductance meters, Oscilloscopes, Variac, Variable AC and AC power supplies, Digital thermometer w/ type J and K thermocouple, Logic probes.

**Education:**

- Windows/LAN Administrator Training - 1991
- Microsoft Software Support Training - 1992
- **Novell CNE 3.11 Certification Training - 1992**
- Advanced Windows 3.1 Administrator training 1995
- Advanced Windows 95 Administrator training 1996
- Windows NT server/workstation training 1996
- Windows NT server advanced administrator training 1997
- **Windows NT Server, IIS, TCP/IP, training 1998**
- Novell GroupWise 5.2 advanced administrator training 1998
- Novell Border Manager Firewall/Proxy advanced administration-training 1998
- Microsoft Exchange 5.5 Server Training
- Microsoft Windows 2000 Server Training 1999
- **Microsoft Exchange 2000 Training**
- **Microsoft Windows 2000 Advanced Server Training 2000**
- **Currently studying Microsoft MCSE Training course material to receive Microsoft MCSE certification**
- Hyland Software OnBase Engineer Training 2005
- MX Logic Training 2008
- Fortinet Training 2007
- Citrix Presentation Server Training 2007
- Windows Vista Deployment Training 2007
- Cisco Training 2007

Cisco CCNA Training 2008

Microsoft Server 2008 Training 2008

Microsoft Exchange 2007 Training 2009

Zenith BDR Backup Appliance Training 2010

Fortinet Firewall Training 2010

Member Cincinnati Chapter Infragard FBI/Corporate Security Alliance

***Fleet Manager***

---

Mike Bastin

Universal Transportation Systems, Fairfield, OH, 1997-Current

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

*Fleet Manager*

- ASE Master certified mechanic since 2010
- Supervises Maintenance Department staff at all UTS locations
- Supervises annual state wheelchair inspections with 100% compliance
- Assists the Safety and Security Director in implementing safety team suggestions for accident prevention
- Manages fleet of over 250 vehicles
- Responsible for procurement and liquidation for all vehicles and shop equipment
- Responsible for the development of shop personnel training programs
- Implemented subscription to **IdentiFix** (an online diagnostic tool)
- Assignment of vehicles to drivers
- Extensive experience in multiple roles with the company, serving as Mechanic then Service Manager before obtaining current role as Fleet Manager

**Field Force Manager**

- Supervises rigorous vehicle inspection every 3,000 miles (approximately 8 times a year per vehicle) which exceeds client mandated annual inspections
- Responsible for maintaining TripSpark™ software vehicle data
- Responsible for DOT and FTA compliances

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

Proposed Cost

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**PROPOSED PRICE BID SHEET**

**Year One**

\$1.89 "live mile" of transportation (definition of "live mile" being actually  
traveled by client to point of Medicaid covered service

A minimum one way transportation charge of 19.50.

Exceptions to proposal instructions None

**Year Two**

\$1.89 "live mile" of transportation (definition of "live mile" being actually  
traveled by client to point of Medicaid covered service

A minimum one way transportation charge of 20.50.

Exceptions to proposal instructions None

**Budget Narrative**

To compute our expenses, UTS used our actual 2015 financial information as a baseline. This 2015 data was reviewed by our accountants, John Dickey and Associates, who implemented our proportional percentage methodology. If UTS is awarded this contract, such an award will not create an increase in our overall service levels. As such, we took each line item from our income statements and expense statements of 2015 and multiplied this factor across all costs for contract projections for 2016 - 2018 expenses. We used that factor (based on projected trip volume) to develop all of our projected line item costs.

PROPOSAL FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET) FOR MEDICAID  
RECIPIENTS

**Comprehensive and Liability Insurance Coverage Information**

UTS agrees to procure and maintain for the term of this contract the insurance set forth herein. The cost of all insurance shall be borne by UTS. Insurance shall be purchased from a company licensed to provide insurance in Ohio.

Universal Transportation Systems, LLC dba UTS, agrees to procure and maintain for term of contract the insurance set in the ITB specifications.

UTS has included a certificate of insurance showing current coverage limits of \$5,000,000 (Five Million Dollars), combined single unit (C&L) a Commercial Auto Liability and General Liability. Our licensed Ohio Insurance Company, "National Interstate" is rated "A" (Excellent) by A.M. Best Company.

UTS will provide original insurance certificates demonstrating coverage prior to commencement of this contract.

**Ohio** | Bureau of Workers'  
Compensation

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1066302

WINTON TRANSPORTATION L  
U T S  
5284 WINTON RD  
FAIRFIELD, OH 45014-3912

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by:



Period specified below

07/01/2015 through  
06/30/2016

*Sandra M. ...*  
Acting Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio** | Bureau of Workers'  
Compensation

You must post this language with the Certificate of Ohio Workers' Compensation



WINTRA-02

NCVDMS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2016

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

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

|  |  |                               |        |
|--|--|-------------------------------|--------|
| PRODUCER<br>American Highways Ins. Agency<br>3250 Interstate Drive<br>Richfield, OH 44286                | CONTACT NAME:                                    |                               |        |
|  | PHONE (A/C, No, Ext): (800) 935-2442             | FAX (A/C, No): (330) 659-8912 |        |
|  | E-MAIL ADDRESS: service@highwaysinsurance.com    |                               |        |
|  | INSURER(S) AFFORDING COVERAGE                    |                               | NAIC # |
|  | INSURER A: National Interstate Insurance Company |                               | 32620  |
| INSURED<br><br>Universal Transportation Systems, LLC d/b/a UTS<br>5284 Winton Rd.<br>Fairfield, OH 45014 | INSURER B:                                       |                               |        |
|  | INSURER C:                                       |                               |        |
|  | INSURER D:                                       |                               |        |
|  | INSURER E:                                       |                               |        |
|  | INSURER F:                                       |                               |        |
|  |  |                               |        |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

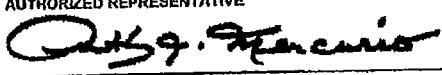
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | XPP2419380-11 | 02/01/2016              | 02/01/2017              | EACH OCCURRENCE                           | \$ 6,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 250,000   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 5,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 5,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMPI/OP AGG                   | \$ 5,000,000 |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS Symbol 10   | X         |          | XPP2419380-11 | 02/01/2016              | 02/01/2017              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 5,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |  |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N      | N/A           |                         |                         | PER STATUTE                               |              |
|          |  |           |          |               |                         |                         | OTHER                                     |              |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*Symbol 10 defined as Only Owned "Autos" on file with the Company

Physical Damage Deductibles:  
Charter Vehicles: \$10,000 Specified Perils/Collision  
All Other Vehicles: \$2,500 Specified Perils/\$5,000 Collision  
Private Passenger/Service: \$1,000 Comprehensive/Collision

Warren County Board of Commissioners are additional insured on the auto liability and general liability pursuant to the terms and conditions of the policy.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>Warren County Dept. of Health and Human Services<br>Board of Warren County Commissioners<br>416 South East Street<br>Lebanon, OH 45036 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>   |

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Additional Attachments

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- Drug & Alcohol Policy
- Vehicle Forms



## UTS ZERO TOLERANCE DRUG AND ALCOHOL WORKPLACE

Universal Transportation Systems, LLC dba UTS has a zero tolerance for drugs and alcohol use. We have established guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

We abide by our D.O.T. mandates for all our D.O.T. and non-D.O.T. positions although we use different custody and control forms for each.

In the event that an employee fails a random drug and alcohol test (tests positive for drugs or alcohol), a list of substance abuse referrals and treatment centers will be given to the employee and documented in his personnel file at the termination meeting in Human Resources.

To review the mandated policies from D.O.T., please visit the Transit Offices or Human Resource Department.

### Zero Tolerance Drug and Alcohol Testing Policy

Adopted as of December 21, 2010

#### Purpose

Universal Transportation Systems, LLC dba UTS provides public transit and paratransit services for the residents of *Butler, Clermont, Clinton, Franklin, Hamilton, Montgomery, Preble, Sandusky, Summit, Warren, Greene, Clark, Highland, Fayette, Brown, Adams, Ross, Pickaway, Hocking Counties*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Universal Transportation Systems, LLC dba UTS declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation



Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Universal Transportation Systems, LLC dba UTS and are not provided under the authority of the above named Federal regulations are underlined.

#### Applicability

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties Universal Transportation Systems, LLC dba UTS employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of Universal Transportation Systems, LLC dba UTS. A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

#### Definitions

See Appendix C for applicable definitions.

#### Education And Training

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.



### Prohibited Substances

Prohibited substances addressed by this policy include the following.

Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

**Legal Drugs:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Universal Transportation Systems, LLC dba UTS supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

**Alcohol:** The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Universal Transportation Systems, LLC dba UTS authority, an alcohol test can be performed any time a covered employee is on duty.

### Prohibited Conduct

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The



covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

UTS management shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

Universal Transportation Systems, LLC dba UTS, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

Consistent with the Drug-free Workplace Act of 1988, all Universal Transportation Systems, LLC dba UTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### Drug Statute Conviction

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify Universal Transportation Systems, LLC dba UTS management of any criminal drug statute conviction for a violation within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

#### Testing Requirements

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.

A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under Universal Transportation Systems, LLC dba UTS authority, an alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Universal Transportation Systems, LLC dba UTS. Any safety-sensitive



employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

#### Drug Testing Procedures

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.

If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested.

The split sample test must be conducted at a second HHS-certified laboratory other than the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by



the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Universal Transportation Systems, LLC dba UTS will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however Universal Transportation Systems, LLC dba UTS may seek reimbursement for the split sample test from the employee to the full extent permitted.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Universal Transportation Systems, LLC dba UTS to retest the employee under direct observation.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

#### Observed collections

Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Universal Transportation Systems, LLC dba UTS that there was not an adequate medical explanation for the result;

The MRO reports to Universal Transportation Systems, LLC dba UTS that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

The temperature on the original specimen was out of range;



Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

All follow-up-tests; or

All return-to-duty tests

#### Alcohol Testing Procedures

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

Universal Transportation Systems, LLC dba UTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### Pre-Employment Testing

All applicants for covered UTS driving positions shall undergo urine drug testing prior to performance of a safety-sensitive function.





All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.

If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

If a pre-employment/pre-transfer test is canceled, Universal Transportation Systems, LLC dba UTS will require the applicant to take and pass another pre-employment drug test.

In instances where a covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

Applicants are required to report previous DOT covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Universal Transportation Systems, LLC dba UTS proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### Reasonable Suspicion Testing

All Universal Transportation Systems, LLC dba UTS covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an



employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Universal Transportation Systems, LLC dba UTS's authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

Universal Transportation Systems, LLC dba UTS shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as policy or the associated consequences as specified in Section Q of this policy.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to Universal Transportation Systems, LLC dba UTS.

When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to the SAP for an assessment. Universal Transportation Systems, LLC dba UTS shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of Universal Transportation Systems, LLC dba UTS. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### Post-Accident Testing

All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a UTS operated vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators performance can be completely discounted as a contributing factor to the accident.

As soon as practicable following an accident, as defined in this policy, the Safety Director or designee investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test.



The Safety Director or designee will make the determination using the best information available at the time of the decision.

The appropriate Safety Director or designee shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Safety Director or designee will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Universal Transportation Systems, LLC dba UTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Universal Transportation Systems, LLC dba UTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### Random Testing

All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.



Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under Universal Transportation Systems, LLC dba UTS authority.

Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Universal Transportation Systems, LLC dba UTS's authority, a random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### Return-To-Duty Testing

Universal Transportation Systems, LLC dba UTS will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of UTS, the employee must have completed the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

#### Follow-Up Testing

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

#### Result Of Drug/Alcohol Test



Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein.

After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.

The employee shall be referred to a Substance Abuse Professional and will be terminated.

Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination. A test refusal includes the following circumstances:

- A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
- A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
- A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt
- A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
- A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
- A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer
- A covered employee fails to remain at the testing site until the testing process is complete;
- A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations;
- A covered employee fails to permit the observation or monitoring of a specimen collection
- A covered employee fails or declines to take a second test the employer or collector has directed you to take;
- A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).



- Failure to sign Step 2 of the Alcohol Testing form
- Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Admit to the collector or MRO that you adulterated or substituted the specimen.

An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q of this policy.

In the instance of a self-referral or a management referral, disciplinary action against the employee shall include, at minimum:

Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;

Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Universal Transportation Systems, LLC dba UTS\_employment.

Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.

Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.

A self-referral or management referral to the SAP that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.

Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Universal Transportation Systems, LLC dba UTS.



A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

Failure of an employee to report within five days a criminal drug statute conviction shall result in termination.

#### Grievance And Appeal

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

#### Proper Application Of The Policy

Universal Transportation Systems, LLC dba UTS is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

#### Information Disclosure

Drug/alcohol testing records shall be maintained by the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.

Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

Records will be released to a subsequent employer only upon receipt of a written request from the employee.

Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information to only be released with binding stipulation from the decision maker will make it available only to parties in the proceeding.

Records will be released to the National Transportation Safety Board during an accident investigation.



Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and Issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Universal Transportation Systems, LLC dba UTS or the employee.

If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

#### Drug and Alcohol Policy Updates

This policy was adopted by Universal Transportations Systems LLC dba UTS on December 21, 2010

#### Attachment A: Safety – Sensitive Positions

Universal Transportation Systems LLC dba UTS

Safety Sensitive Positions and Testing Authority

| Testing Authority | Test Types<br><u>Board Class Title</u> | <u>Safety Sensitive</u> |
|-------------------|--|-------------------------|
|-------------------|--|-------------------------|





**Functions**

|     |  |   |             |
|-----|--|---|-------------|
| DOT | Post-Accident Drug and/or Alcohol, Pre-Employment Drug and/or Alcohol, Random Drug and/or Alcohol, Reasonable Suspicion      | Revenue Operation (whether or not in revenue service) |             |
| DOT | Post-Accident Drug and/or Alcohol, Pre-Employment Drug and/or Alcohol, Random Drug and/or Alcohol, Reasonable Suspicion      | Revenue Vehicle Control and Dispatch/Scheduler        |             |
| DOT | Post -Accident Drug and/or Alcohol, Pre-Employment Alcohol, Random Maintenance and Drug and/or Alcohol, Reasonable Suspicion | Revenue Vehicle Equipment Repair                      | Drug and/or |

**Attachment B: Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Universal Transportation Systems, LLC dba UTS

**Drug and Alcohol Program Manager**

Name: Susan J. Smith  
Title: Drug & Alcohol Program Manager  
Address: 5284 Winton Road, Fairfield, Ohio 45014  
Telephone Number: 1-800-339-0323



Medical Review Officer

Name: Roderick MacGregor, MD Excel Corporate Care  
Title: Physician  
Address: 4220 Grand Ave, Middletown, OH 45044  
Telephone Number: 513-420-4700

HHS Certified Laboratory Primary Specimen

Name: Clinical Reference Laboratory  
Address: 8433 Quivira Rd Lenexa, KS 66215  
Telephone Number: 800-445-6917

HHS Certified Laboratory Split Specimen

Name: Clinical Reference Laboratory  
Address: 8433 Quivira Rd Lenexa, KS 66215

Attachment C: Definitions

*Accident:* An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

An individual dies;

An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,

One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.



*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferees that will not perform a safety-sensitive function but falls under the policy of the company's own authority.

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Department of Transportation (DOT):* Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Research and Special Programs, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.



*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

*Safety-sensitive functions:* Employee duties identified as:

The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.

The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).

Maintaining a revenue service vehicle or equipment used in revenue service.

Controlling the movement of a revenue service vehicle and

Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- Fails to remain at the testing site until the testing process is complete



- Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fails or declines to take a second test the employer or collector has directed you to take
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- If the MRO reports that there is verified adulterated or substituted test result
- Failure or refusal to sign Step 2 of the alcohol testing form
- Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- Admit to the collector or MRO that you adulterated or substituted the specimen.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted

Revised March 2, 2016

|    |       |      |       |            |         |                   |           |        |    |
|----|-------|------|-------|------------|---------|-------------------|-----------|--------|----|
| 3  | SWG   | 2006 | CHRY  | TN & CTRY  | 476YAN  | 1A4GP45RX6B649045 | SILVER    | PP/SVC | 7  |
| 4  | EXT   | 2005 | CHE   | B-350      | 172YNM  | 1GAHG39U951106558 | WHITE     | PP/SVC |    |
|    | W/C   | 2006 | FORD  | E-350      | 642YQH  | 1FDWE35L36DA62392 | WHITE     |        |    |
|    | WCM   | 2008 | DOD   | CARAVAN    | 475YIC  | 1D8HN54P98B133091 | SILVER    |        | 6  |
| 8  | SW    | 2007 | Dodge | CARAVAN    | 993YQZ  | 2D4GP44L17R355560 | SILVER    |        | 7  |
| 9  | SW    | 2005 | Dodge | CARAVAN    | 984YQZ  | 1D4GP24R85B219995 | SILVER    |        | 7  |
| 10 | SW    | 2004 | Chry  | TN & CTRY  | 848YRE  | 2C8GP64L04R575842 | BLUE      |        | 7  |
|    | W/C   | 2006 | Ford  | E250       | 586YRN  | 1FTNE24W76HB07610 | White     |        | 7  |
| 12 | SW    | 2007 | DOD   | CARAVAN    | 627YLN  | 1D4GP24R57B151335 | WHITE     |        | 7  |
| 14 | SWG   | 2006 | Dodge | CARAVAN    | 477XZP  | 2D4GP44L76R765648 | GRAY      |        | 7  |
| 15 | SWG   | 2005 | Dodge | CARAVAN    | 963XYK  | 2D4GP44L75R173701 | WHITE     |        | 7  |
| 16 | SWG   | 2005 | DOD   | CARAVAN    | 487YAN  | 1D4GP24R35B286990 | BLACK     |        | 7  |
| 17 | SWG   | 2001 | DOD   | CARAVAN    | 486YMM  | 1B4GP24301B202947 | GREEN     |        | 7  |
| 18 | SWG   | 2005 | Dodge | CARAVAN    | 975XYK  | 2D4GP44L25R240883 | SILVER    |        | 7  |
| 19 | SWG   | 2006 | Dodge | CARAVAN    | 713XYZ  | 1D4GP24R66B523683 | RED       |        | 7  |
| 20 | Truck | 1987 | Ford  | TRUCK      | PIN9035 | 1FTEF15H7HNA00908 | GRAY      | PP/SVC | 3  |
| 22 | SWG   | 2006 | Dodge | CARAVAN    | 463XZP  | 2D4GP44L96R693948 | GRAY      |        | 7  |
| 23 | SW    | 2005 | DOD   | CARAVAN    | 176YLA  | 2D4GP44L95R129411 | SILVER    |        | 7  |
|    | W/C   | 2007 | Ford  | E350       | 110YLG  | 1FTSS34L47DA20165 | WHITE     |        |    |
|    | W/C   | 2001 | FORD  | ECONOLINE  | 661YRL  | 1FTNE24291HB08733 | WHITE     |        | 4  |
|    | W/C   | 2006 | Ford  | ECONOLINE  | 587YRN  | 1FTNE24W46DA28824 | WHITE     |        | 4  |
| 28 | SW    | 2005 | CHRY  | TN & CTRY  | 797YLB  | 2C4GP64L25R173016 | GOLD      |        | 7  |
|    | WCM   | 2008 | CHRY  | TN & CTRY  | 471YIC  | 2A8HR44H48R660603 | RED       |        | 6  |
|    | W/C   | 2006 | Ford  | ECONOLINE  | 669YRL  | 1FMRE11W66DA29002 | MAROON    |        | 6  |
|    | EXT   | 2003 | CHE   | EXPRESS    | 554YDG  | 1GAHG39U031184157 | SILVER    |        |    |
|    | W/C   | 1996 | FORD  | Club WGN   | 664YRL  | 1FBJS31H5THA77400 | WHITE     |        | 7  |
|    | W/C   | 2001 | Chev  | Chevrolet  | 653YRL  | 1GAHG39R911183758 | BLUE      |        | 6  |
|    | EXT   | 2001 | DOD   | B350       | 355YCN  | 2B6LB31Z21K547328 | WHITE     |        | 15 |
| 43 | SW    | 2007 | Dodge | GR CARAVAN | 420YRT  | 1D8GP24E97B250798 | White     |        | 7  |
| 44 | SW    | 2001 | DOD   | CARAVAN    | 092XWA  | 2B4GP44R81R264937 | BLUE      |        | 7  |
|    | EXT   | 2001 | DOD   | B350       | 353YCN  | 2B5WB35Z61K540054 | RED       |        |    |
| 46 | SWG   | 2005 | CHRY  | Chry T&C   | 417YRT  | 2C4GP54L95R469340 | GOLD      |        | 7  |
| 47 | SWG   | 2005 | Dodge | GR CARAVAN | 787XZX  | 1D8GP24RX5B115295 | RED       |        | 7  |
| 48 | SWG   | 2003 | Dodge | GR CARAVAN | 335XWF  | 1D4GP24343B150862 | LT. GREEN |        | 7  |
| 51 | SWG   | 2002 | Dodge | GR CARAVAN | 327XWF  | 1B4GP44382B518349 | TEAL      |        | 7  |
| 52 | SWG   | 2005 | Dodge | GR CARAVAN | 409YRT  | 2D4GP44L15R104759 | RED       |        | 7  |
|    | EXT   | 2004 | FORD  | E350       | 553YDG  | 1FBSS31L74HA26104 | WHITE     |        |    |
| 54 | SWG   | 2004 | Dodge | GR CARAVAN | 413YRT  | 2D4GP44L34R542102 | SILVER    |        | 7  |
| 55 | SWG   | 2003 | Dodge | CARAVAN    | 304XXJ  | 2D4GP34333R251382 | SILVER    |        | 7  |
| 56 | SWG   | 2006 | Dodge | CARAVAN    | 258XYF  | 1D4GP24E16B653402 | BLUE      |        | 7  |
| 57 | SWG   | 2005 | DOD   | CARAVAN    | 668YAG  | 2D8GP44L75R123136 | BLUE      |        | 7  |
| 62 | SW    | 2009 | Chry  | TN & CTRY  | 225YSD  | 2A8HR44E19R536070 | WHITE     |        | 7  |
| 63 | SW    | 2006 | DOD   | CARAVAN    | 450XZU  | 2D4GP44L86R791336 | SILVER    |        | 7  |
| 64 | SW    | 2008 | DOD   | CARAVAN    | 220YSD  | 2D8HN44H08R695160 | White     |        | 7  |
| 66 | SWG   | 2006 | DOD   | CARAVAN    | 759YLF  | 2D4GP44L16R816769 | BLUE      |        | 7  |
| 71 | SWG   | 2010 | CADY  | ESCALADE   | 801YLB  | 1GYUKAEF7AR207961 | WHITE     | PP/SVC | 7  |
|    | W/C   | 2003 | DOD   | B350       | 444YLK  | 2D7JB21Z33K505434 | WHITE     |        | 8  |
| 78 | SWG   | 2006 | CHRY  | TN & CTRY  | 629YAC  | 2A4GP54L56R800751 | SILVER    |        | 7  |
| 79 | SW    | 2006 | DOD   | CARAVAN    | 615YLN  | 2D4GP44L06R909802 | BLUE      |        | 7  |

|     |     |      |        |           |         |                   |           |        |   |
|-----|-----|------|--------|-----------|---------|-------------------|-----------|--------|---|
|     | W/C | 2005 | FORD   | E350      | 951YFW  | 1FBNE31L65HA74828 | WHITE     |        | 6 |
|     | SWG | 2005 | DOD    | CARAVAN   | 651XZU  | 2D4GP24R95R203709 | RED       |        | 7 |
|     | W/C | 2001 | CHEVY  | EXPRESS   | 771YHY  | 1GAGG292211176513 | WHITE     |        | 5 |
|     | SWG | 2003 | GMC    | SAFARI    | 478YFS  | 1GKDM19X23B502825 | GREEN     |        | 7 |
|     | SWG | 2006 | CHRY   | TN & CTRY | 625YAC  | 2A4GP54L86R824820 | SILVER    |        | 7 |
| 115 | SWG | 2005 | CHRY   | TN & CTRY | 453XZU  | 1C4GP45R85B402496 | RED       |        | 7 |
|     | EXT | 2002 | GMC    | SAVANAH   | 121YDL  | 1GJHG39R121192861 | RED       |        |   |
|     | EXT | 2002 | GMC    | SAVANAH   | 049YDL  | 1GJHG39R121192388 | RED       |        |   |
|     | EXT | 2003 | GMC    | SAVANAH   | 807YCH  | 1GJHG39U531122978 | GREEN     |        |   |
| 140 | CAR | 1998 | S      | CRWN VIC  | EPK8938 | 2FAPP71W43X125726 | MULTI     | PP/SVC | 6 |
| 154 | SW  | 1999 | DOD    | CARAVAN   | 671XWL  | 2B4GP44C8XR361126 | GRAY      | PP/SVC | 7 |
| 170 | SWG | 2007 | DOD    | CARAVAN   | 745YJH  | 1D4GP25R17B184962 | BLUE      |        | 7 |
|     | WCM | 2008 | DOD    | CARAVAN   | 696YPK  | 1D8HN54P48B115436 | SILVER    |        | 6 |
| 184 | SWG | 2002 | CHRY   | TN & CTRY | 086YKL  | 2C8GP64L92R694941 | BLUE      |        | 7 |
|     | SWG | 2001 | DOD    | CARAVAN   | 230XXE  | 1B4GP24341B257109 | WHITE     |        | 7 |
|     | EXT | 2002 | CHEV   | EXPRESS   | 915XXE  | 1GAHG39R721105674 | WHITE     |        |   |
|     | WCM | 2008 | DOD    | CARAVAN   | 151YKK  | 1D8HN44H78B100237 | WHITE     |        | 6 |
| 252 | SWG | 2003 | CHRY   | TN & CTRY | 198XXS  | 2C4GP24R73R357894 | BLUE      |        | 7 |
| 288 | W/C | 1995 | DOD    | B350      | 986XWU  | 2B7KB31Z1SK533204 | WHITE     | PP/SVC | 6 |
| 290 | TRK | 2004 | CHEV   | SILVERADO | PGF2830 | 1GCHK24VX4E100198 | RED       | PP/SVC | 6 |
|     | SWG | 2006 | CHRY   | TN & CTRY | 943XYY  | 2A4GP54L06R771675 | SILVER    |        | 7 |
| 331 | SWG | 2006 | CHRY   | TN & CTRY | 948XYY  | 2A4GP44R36R887127 | BLU/GRA   | PP/SVC | 7 |
| 332 | SWG | 2006 | DOD    | CARAVAN   | 949XYY  | 1D4GP24R56B663465 | SILVER    |        | 7 |
| 334 | SWG | 2005 | CHRY   | TN & CTRY | 587XZA  | 2C4GP44R85R509664 | SILVER    |        | 7 |
|     | SWG | 2003 | CHRY   | TN & CTRY | 539XZA  | 2C4GP44383R145092 | BLUE      |        | 7 |
| 345 | SWG | 2005 | CHRY   | TN & CTRY | 200XZK  | 1C4GP45R75B440530 | BLUE      |        | 7 |
| 355 | SWG | 2006 | DOD    | CARAVAN   | 937XZQ  | 1D4GP24R46B681486 | GOLD      |        | 7 |
|     | SW  | 2002 | DOD    | CARAVAN   | 483XZP  | 1B4GP25332B662393 | GRAY      |        | 7 |
| 367 | SWG | 2006 | CHRY   | TN & CTRY | 940XZQ  | 2A4GP54L36R671327 | BLUE      |        | 7 |
| 372 | SWG | 2006 | CHRY   | TN & CTRY | 527YAK  | 2A4GP44R06R875422 | KHAKI     |        | 7 |
|     | WC  | 2003 | FORD   | ECONOLINE | 173YPA  | 1FTSS34L33HAB1574 | WHITE     |        | 7 |
|     | WC  | 1999 | DOD    | RAM       | 178YPA  | 2B6LB31Z7XK548161 | WHITE     |        | 7 |
| 384 | SWG | 2006 | CHRY   | TN & CTRY | 707YPK  | 1A4GP45R06B563355 | BLACK     |        | 7 |
| 385 | SWG | 2007 | CHRY   | TN & CTRY | 307YPQ  | 2A4GP54L67R138292 | MAROON    |        | 7 |
| 391 | SWG | 2006 | Dodge  | CARAVAN   | 093YAZ  | 2D4GP44L86R835870 | BLUE      |        | 7 |
| 392 | SWG | 2006 | Dodge  | CARAVAN   | 698YBJ  | 1D4GP24R56B525814 | SILVER    |        | 7 |
| 394 | SWG | 2005 | DOD    | CARAVAN   | 159XXM  | 2D4GP44L15R118533 | RED       |        | 7 |
| 395 | SWG | 2007 | CHRY   | TN & CTRY | 177XXG  | 2A4GP54L57R216562 | BEIGE     |        | 7 |
| 396 | SWG | 2007 | CHRY   | TN & CTRY | 946XYY  | 2C8GP54L91R189765 | WHITE     |        | 7 |
| 397 | SWG | 2005 | CHRY   | TN & CTRY | 257XYF  | 2C4GP54L95R11960  | RED       |        | 7 |
| 398 | SWG | 2006 | Dodge  | CARAVAN   | 475YFS  | 1D4GP24E76B653971 | GRAY/BLUE |        | 7 |
| 401 | CAR | 2010 | TOYOTA | PRIUS     | 813YNP  | JTDKN3DU4A0146234 | WHITE     |        | 5 |
| 403 | CAR | 2010 | TOYOTA | PRIUS     | 809YNP  | JTDKN3DU7A0084490 | TAN       |        | 5 |
| 404 | CAR | 2010 | TOYOTA | PRIUS     | 819YNP  | JTDKN3DU7A0147622 | WHITE     |        | 5 |
| 405 | CAR | 2010 | TOYOTA | PRIUS     | 835YNP  | JTDKN3DU7A0148365 | WHITE     |        | 5 |
| 407 | CAR | 2010 | TOYOTA | PRIUS     | 847YNP  | JTDKN3DU3A0104119 | TAN       |        | 5 |
| 408 | CAR | 2010 | TOYOTA | PRIUS     | 955YNP  | JTDKN3DU4A1121764 | GRAY      |        | 5 |
| 409 | CAR | 2010 | TOYOTA | PRIUS     | 957YNP  | JTDKN3DU2A0109165 | SILVER    |        | 5 |
| 410 | CAR | 2010 | TOYOTA | PRIUS     | 958YNP  | JTDKN3DU9A1117869 | TAN       |        | 5 |
| 411 | CAR | 2010 | TOYOTA | PRIUS     | 959YNP  | JTDKN3DU9A0128845 | WHITE     |        | 5 |



|     |     |      |        |           |         |                   |          |        |   |
|-----|-----|------|--------|-----------|---------|-------------------|----------|--------|---|
| 412 | CAR | 2010 | TOYOTA | PRIUS     | 960YNP  | JTDKN3DU6A0151533 | SILVER   |        | 5 |
| 413 | CAR | 2012 | TOYOTA | PRIUS     | 172YOG  | JTDKN3DU3C5421503 | BLACK    |        | 5 |
| 414 | CAR | 2010 | TOYOTA | PRIUS     | 143YOG  | JTDKN3DU3A0162828 | GRAY     |        | 5 |
| 415 | CAR | 2010 | TOYOTA | PRIUS     | 152YOG  | JTDKN3DU5A0100976 | BLACK    |        | 5 |
| 416 | CAR | 2010 | TOYOTA | PRIUS     | 165YOG  | JTDKN3DU7A5153202 | BLACK    |        | 5 |
| 417 | CAR | 2010 | TOYOTA | PRIUS     | 168YOG  | JTDKN3DU5A0117597 | SILVER   |        | 5 |
| 418 | CAR | 2010 | TOYOTA | PRIUS     | 167YOG  | JTDKN3DUXA0152202 | BLUE     |        | 5 |
| 419 | CAR | 2010 | TOYOTA | PRIUS     | X156251 | JTDKN3DU1A0164741 | WHITE    |        | 5 |
| 420 | CAR | 2010 | TOYOTA | PRIUS     | X156249 | JTDKN3DU0A1222882 | GRAY     |        | 5 |
| 422 | CAR | 2010 | TOYOTA | PRIUS     | 170YOG  | JTDKN3DU8A0163778 |          |        | 5 |
| 423 | CAR | 2010 | TOYOTA | PRIUS     | 141YOG  | JTDKN3DUXA5134897 |          |        | 5 |
| 424 | CAR | 2010 | TOYOTA | PRIUS     | 138YOG  | JTDKN3DU3A0125133 |          |        | 5 |
| 425 | CAR | 2012 | TOYOTA | PRIUS     | 30 DAY  | JTDKN3DU7C5467822 | BLACK    |        | 5 |
| 426 | CAR | 2010 | TOYOTA | PRIUS     | 311YPQ  | JTDKN3DU7A0225283 | BLUE     |        | 5 |
| 427 | CAR | 2010 | TOYOTA | PRIUS     | 554YPW  | JTDKN3DUXA0235872 | BLUE     |        | 5 |
| 428 | CAR | 2010 | TOYOTA | PRIUS     | 067XXZ  | JTDKN3DUXA5228990 | SILVER   | PP/SVC | 5 |
| 429 | CAR | 2010 | TOYOTA | PRIUS     | 757YAZ  | JTDKN3DU9A0243848 | BLACK    |        | 5 |
| 430 | CAR | 2010 | TOYOTA | PRIUS     | 119YBK  | JTDKN3DUXA0243695 | RED      |        | 5 |
| 431 | CAR | 2010 | TOYOTA | PRIUS     | 552XWY  | JTDKN3DU4A1300743 | BLACK    |        | 5 |
| 432 | CAR | 2011 | TOYOTA | PRIUS     | 165XWJ  | JTDKN3DUXB1372273 | BLACK    |        | 5 |
| 433 | CAR | 2012 | TOYOTA | PRIUS     | 727YQG  | JTDKN3DU1C5374794 | RBD      |        | 5 |
| 434 | CAR | 2011 | TOYOTA | PRIUS     | 118XXD  | JTDKN3DU2B0302739 | WHITE    |        | 5 |
| 435 | CAR | 2011 | TOYOTA | PRIUS     | 434YFS  | JTDKN3DU1B0256482 | SILVER   |        | 5 |
| 436 | CAR | 2011 | TOYOTA | PRIUS     | 932YSE  | JTDKN3DUXB0250809 | WHITE    |        | 3 |
| 437 | CAR | 2011 | TOYOTA | PRIUS     | 882YST  | JTDKN3DU2B5320290 | GRAY     |        | 5 |
| 438 | CAR | 2011 | TOYOTA | PRIUS     | 237YSS  | JTDKN3DU5B5340923 | BLUE     |        | 5 |
| 439 | CAR | 2011 | TOYOTA | PRIUS     | 296YSS  | JTDKN3DU8B5354489 | RED      |        | 5 |
| 440 | CAR | 2011 | TOYOTA | PRIUS     | 298YSS  | JTDKN3DU8B5337661 | Gray     |        | 5 |
| 441 | CAR | 2011 | TOYOTA | PRIUS     | 236YSS  | JTDKN3DU5B5343076 | SILVER   |        | 5 |
| 442 | CAR | 2011 | TOYOTA | PRIUS     | 235YSS  | JTDKN3DU4B5332795 | SILVER   |        | 5 |
| 443 | CAR | 2011 | TOYOTA | PRIUS     | 385YCR  | JTDKN3DU0B0303212 | RED      |        | 5 |
| 445 | CAR | 2011 | TOYOTA | PRIUS     | 894XXY  | JTDKN3DU6B5332801 | BLUE     |        | 5 |
| 446 | CAR | 2011 | TOYOTA | PRIUS     | 620YST  | JTDKN3DUXB1415350 | RED      |        | 5 |
| 447 | CAR | 2011 | TOYOTA | PRIUS     | 911XZR  | JTDKN3DU1C1483702 | RED      |        | 5 |
| 448 | CAR | 2014 | TOYOTA | PRIUS     | TEMP    | JTDKN3DU4E0368715 | BLACK    |        | 5 |
| 449 | CAR | 2013 | TOYOTA | PRIUS     | TEMP    | JTDKN3DU4D1624151 | SILVER   |        | 5 |
| 450 | CAR | 2014 | TOYOTA | PRIUS     | TEMP    | JTDKN3DU0E0358537 | GRAY     |        | 5 |
| 451 | CAR | 2014 | TOYOTA | PRIUS     | TEMP    | JTDKN3DU5E1735454 | BLACK    |        | 5 |
| 452 | CAR | 2013 | TOYOTA | PRIUS     | 440YVU  | JTDKN3DU3D5644237 | GREEN    | PP/SVC | 5 |
| 500 | SWG | 2009 | DODGE  | DODGE     | 937YSE  | 2D8HN44E79R638171 | WHITE    |        | 5 |
| 501 | SWG | 2007 | DODGE  | CARAVAN   | 939YSE  | 1D4GP24R47B158910 | RED      |        | 5 |
| 502 | SWG | 2008 | DODGE  | CARAVAN   | 944YSE  | 2D8HN54P58R113017 | BLACK    |        | 7 |
| 503 | SWG | 2008 | DODGE  | CARAVAN   | 946YSE  | 2C4RDGBG5ER279473 | BLUE     | PP/SVC | 5 |
| 504 | SWG | 2014 | DODGE  | CARAVAN   | 947YSE  | 2A4GP54L87R209332 | BURGUNDY |        | 5 |
| 505 | SWG | 2007 | CHRY   | TN & CTRY | 951YSE  | 2A4RR5D18AR259317 | GOLD     |        | 5 |
| 506 | SWG | 2010 | CHRY   | TN & CTRY | 169YSK  | 1D8HN54P78B184394 | GOLD     |        | 7 |
| 507 | SWG | 2008 | CHRY   | TN & CTRY | 124YSH  | 1FBSS31L66HA68296 | WHITE    |        | 7 |
|     | WC  | 2006 | FORD   | S31       | 120YSH  | 1FTNE14LX7DA95963 | WHITE    |        | 7 |
|     | WC  | 2007 | FORD   | E14       | 953YSE  | 2A4GP54L26R911435 | SILVER   |        | 5 |
| 510 | SWG | 2006 | CHRY   | TN & CTRY | 824YSK  | 2A4GP54L87R349381 | BLUE     |        | 7 |
| 511 | SWG | 2007 | CHRY   | TN & CTRY |         |                   |          |        |   |

|     |     |      |       |           |        |                   |        |        |   |
|-----|-----|------|-------|-----------|--------|-------------------|--------|--------|---|
| 512 | SWG | 2006 | CHRY  | TN & CTRY | 040YSL | 1A4GP45R06B739966 | GOLD   |        | 7 |
| 513 | SWG | 2007 | DODGE | CARAVAN   | 172YSK | 1D4GP24R07B242884 | SILVER |        | 7 |
| 514 | SWG | 2008 | DODGE | CARAVAN   | 165YSK | 1D8HN44H18B140233 | SILVER |        | 7 |
| 515 | SWG | 2009 | DODGE | CARAVAN   | 621YSM | 2D8HN44E39R532543 | BLUE   |        | 6 |
| 516 | SWG | 2008 | CHRY  | TN & CTRY | 035YSL | 2A8HR54P28R127789 | BLUE   |        | 7 |
| 518 | SWG | 2009 | CHRY  | TN & CTRY | 786YSQ | 2A8HR54139R577559 | RED    |        | 7 |
| 519 | SWG | 2009 | DODGE | CARAVAN   | 790YSQ | 1D8HN44E59B509344 | BEIGE  |        | 7 |
| 520 | SWG | 2010 | DODGE | CARAVAN   | 346YSR | 2D4RN5D11AR165302 | SILVER |        | 7 |
| 521 | SWG | 2006 | CHRY  | TN & CTRY | 787YSQ | 2A4GP44R96R833184 | BLUE   |        | 7 |
| 522 | SWG | 2008 | DODGE | CARAVAN   | 238YSS | 1D8HN44H48B100356 | RED    |        | 7 |
| 523 | SWG | 2010 | DODGE | CARAVAN   | 342YSR | 2D4RN4DE2AR130300 | SILVER |        | 7 |
| 524 | SWG | 2009 | DODGE | CARAVAN   | 299YSS | 1D8HN44E49B502269 | BLACK  |        |   |
| 525 | SWG | 2011 | DODGE | CARAVAN   | 615YST | 2D4RN3DG4BR613428 | RED    |        | 7 |
| 526 | SWG | 2009 | CHRY  | TN & CTRY | 884YST | 2A8HR44E19R526574 | RED    |        | 7 |
| 527 | SWG | 2008 | DODGE | CARAVAN   | 300YSS | 1D8HN44H18B110360 | BLUE   |        | 7 |
| 528 | SWG | 2009 | CHRY  | TN & CTRY | 537XZA | 2A8HR54139R530113 | WHITE  |        | 7 |
| 529 | SWG | 2009 | DODGE | CARAVAN   | 616YST | 2D8HN54189R538535 | GREEN  |        | 7 |
| 530 | SWG | 2008 | DODGE | CARAVAN   | 612YST | 1D8HN54P78B114829 | RED    |        | 7 |
| 531 | SWG | 2008 | DODGE | CARAVAN   | 882YNF | 2D8HN54P68R120431 | ?      |        | 7 |
| 532 | SWG | 2006 | DODGE | CARAVAN   | 730XZQ | 2D4GP44L46R883477 |        |        | 7 |
|     | W/C | 1998 | FORD  | E350      | 021YTC | 1FBSS31L9WHA58037 | WHITE  |        | 7 |
| 534 | SWG | 2010 | DODGE | CARAVAN   | 725YTJ | 2D4RN4DE4AR277573 | BLACK  |        | 7 |
| 535 | SWG | 2006 | DODGE | CARAVAN   | 729YTJ | 1D4GP24R36B554910 | GOLD   |        | 7 |
| 536 | SWG | 2010 | DODGE | CARAVAN   | 238YTF | 2D4RN4DEXAR289906 | SILVER |        | 7 |
|     | W/C | 2007 | FORD  | E350      | 515YTN | 1FBNE31L17DB13450 | SILVER |        | 6 |
| 538 | SWG | 2012 | DODGE | CARAVAN   | 488YTM | 2C4RDGBG8CR149409 | BLACK  |        | 7 |
| 539 | SWG | 2008 | DODGE | CARAVAN   | 763YLF | 1D8HN54P28B185405 | SILVER |        | 7 |
| 540 | SWG | 2009 | CHRY  | TN & CTRY | 529YAK | 2A8HR44E19R656578 | GREEN  |        | 7 |
|     | W/C | 2004 | GMC   | EXPRESS   | 517YTN | 1GJHG39U741220153 | RED    |        | 6 |
| 542 | SWG | 2008 | CHRY  | TN & CTRY | 084YTU | 2A8HR44H78R766396 | BLUE   |        | 7 |
| 543 | SWG | 2008 | DODGE | CARAVAN   | 237YTY | 1D8HN44H78B171423 | SILVER |        | 7 |
|     | WC  | 2001 | DODGE | B350      | 262YTY | 2B7LB31231K531716 | GRAY   |        | 9 |
| 545 | SWG | 2009 | DODGE | CARAVAN   | 239YTY | 2D8HN44E79R593300 | BLUE   |        | 7 |
| 546 | SWG | 2008 | DODGE | CARAVAN   | 243YTY | 2D8HN44HX8R702521 | BLUE   | PP/SVC | 7 |
| 547 | SWG | 2010 | DODGE | CARAVAN   | 254YTY | 2D4RN4DE2AR306326 | SILVER |        | 7 |
| 548 | SWG | 2009 | DODGE | CARAVAN   | 259YTY | 2A8HR44E49R551629 | RED    |        | 7 |
| 549 | SWG | 2008 | DODGE | CARAVAN   | TEMP   | 1D8HN44H58B122642 | BLUE   |        | 7 |
| 550 | SWG | 2008 | DODGE | CARAVAN   | 899XVC | 1D8HN44H38B118346 | RED    |        | 7 |
| 551 | SWG | 2013 | DODGE | RAM       | 945XYY | 2C4JRGAG1DR596133 | BLACK  | PP/SVC | 2 |
| 552 | SWG | 2009 | DODGE | CARAVAN   | 788YAD | 1D8HN44E99B509637 | TAN    |        | 7 |
| 553 | SWG | 2009 | DODGE | CARAVAN   | 978XXT | 2D8HN44E49R507036 | SILVER |        | 7 |
| 554 | SWG | 2012 | DODGE | CARAVAN   | TEMP   | 2C4RDGBG5CR372555 | GRAY   |        | 7 |
| 555 | SWG | 2008 | CHRY  | TN & CTRY | TEMP   | 2A8HR54P18R104195 | RED    |        | 7 |
| 556 | SWG | 2009 | DODGE | CARAVAN   | TEMP   | 1D8HN44E19B518736 | SILVER |        | 7 |
| 557 | SWG | 2010 | CHRY  | TN & CTRY | TEMP   | 2A4RR5D16AR343751 | WHITE  |        | 7 |
| 558 | SWG | 2009 | CHRY  | TN & CTRY | TEMP   | 2A8HR54119R577429 | GREEN  |        | 7 |
| 559 | SWG | 2008 | DODGE | CARAVAN   | TEMP   | 2D8HN54P18R746436 | BLACK  |        | 7 |
| 560 | SWG | 2009 | DODGE | CARAVAN   | TEMP   | 2D8HN44E09R654485 | GRAY   |        | 7 |
| 561 | SWG | 2008 | DODGE | CARAVAN   | TEMP   | 2D8HN44HX8R785268 | ORANGE |        | 7 |
| 562 | SWG | 2009 | DODGE | CARAVAN   | TEMP   | 2D8HN44E29R699461 | GRAY   |        | 7 |



|            |          |         |  |  |  |  |  |
|------------|----------|---------|--|--|--|--|--|
| [REDACTED] |          |         |  |  |  |  |  |
| 257        | Vehicles | Insured |  |  |  |  |  |

ODA0008  
 Rev (12/22/08)  
 Ohio Department on Aging

PRE-TRIP INSPECTION



|            |                        |              |
|------------|------------------------|--------------|
| VEHICLE ID | LAST SIX DIGITS OF VIN | MAKE & MODEL |
|------------|------------------------|--------------|

EACH DRIVER SHALL CONDUCT AN INSPECTION ON THE FOLLOWING ITEMS BEFORE PROVIDING THE FIRST SERVICE OF THE DAY

|          |     |     |     |     |     |     |     |
|----------|-----|-----|-----|-----|-----|-----|-----|
| WEEK OF: | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
| Date:    |     |     |     |     |     |     |     |

|                  |     |    |     |    |     |    |     |    |     |    |     |    |
|------------------|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|
| ODOMETER READING | YES | NO | YES | NO | YES | NO | YES | NO | YES | NO | YES | NO |
|------------------|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|

| INSPECTION ITEMS   | YES   | NO | YES | NO | YES | NO | YES | NO | YES | NO | YES | NO | YES | NO |
|--|---|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|
| <b>EXTERIOR</b>  | Ground under vehicle free of leaked fluids?   |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Auto body free of new damage?                 |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Clean Windows and Mirrors?                    |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Windshield wipers/washers appear OK?          |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>TIRES APPEAR OK?</b>  | Properly inflated?                            |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Free of visible damage?                       |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>UNDER THE HOOD</b><br>The driver shall check oil and belts before starting vehicle  | Adequate clean oil?                           |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Oil added?                                    |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Hoses appear OK (e.g. no cracks, leaks)?      |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Belts appear OK (e.g. no fraying)?            |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>ITEMS STORED IN VEHICLE</b>   | Adequate windshield washer fluid?             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Current, valid insurance ID card?             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Current, valid vehicle registration?          |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Biohazard kit?                                |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | First-aid kit?                                |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Seatbelt cutter?                              |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Flares or reflective triangles?               |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Fire extinguisher?                            |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>ITEMS INSPECTED FROM THE INTERIOR APPEAR OK?</b>  | Blanket? (winter only)                        |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Seat belts?                                   |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Seats hazard-free (tears, loose armrests)?    |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Floor free of hazards?                        |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Clean interior?                               |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Mirrors adjusted properly?                    |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Doors operate from inside and outside?        |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Door locks?                                   |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Gauges? (e.g. oil, fuel temp.)                |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Fuel level adequate?                          |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | No warning lights (e.g. check brakes) lit?    |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | 2-way communication device? (e.g. radio/cell) |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Horn?   |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Back-up alarm (if equipped)?                  |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Brakes?                                       |    |     |    |     |    |     |    |     |    |     |    |     |    |
| Heater, defroster, and A/C?  |   |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>LIGHTS WORKING PROPERLY?</b><br>The driver shall use a second person to inspect lights he/she cannot inspect (e.g. brake lights and back-up lights) | Each headlight (high & low beam)?             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Each tail light and marker light?             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Each brake light?                             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Each turn signal?                             |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Each back-up light?                           |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Hazard lights (front and rear)?               |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | License plate light?                          |    |     |    |     |    |     |    |     |    |     |    |     |    |
| <b>If equipped WHEELCHAIR LIFT and RAMP APPEAR OK?</b>   | Interior lights?                              |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Operate through complete cycle?               |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Properly secured to vehicle?                  |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Proper number of restraints?                  |    |     |    |     |    |     |    |     |    |     |    |     |    |
|  | Free of physical damage or leaking fluid?     |    |     |    |     |    |     |    |     |    |     |    |     |    |
| Free of dirt, mud, gravel, salt, etc.?   |   |    |     |    |     |    |     |    |     |    |     |    |     |    |
| Lack need for repair?  |   |    |     |    |     |    |     |    |     |    |     |    |     |    |

\*\* No two drivers should use the same form. If two drivers use the same vehicle for the service, each driver should complete a separate form.

|        |              |         |
|--------|--------------|---------|
| DRIVER | (PRINT NAME) | Driver# |
|        | (SIGNATURE)  |         |

**\*\*\* CAREFULLY INSPECT THE ENTIRE VEHICLE EXTERIOR\*\*\***

Before you start your route each day, Make sure you have everything you will need to complete EACH run:

- Infant Seat/Car Seat/Boosters
- Signature Sheets
- Physician Certification
- Manifest
- First Aid Kit - Stays With Driver
- Camera - Stays With Driver
- Accident Kit - Stays With Driver
- Pen and Paper
- Maps

On the illustrations below, locate and note any damage or problems using the following codes:  
X=dent #=scratch

Indicate any other damage by circling the area and then describe the damage.

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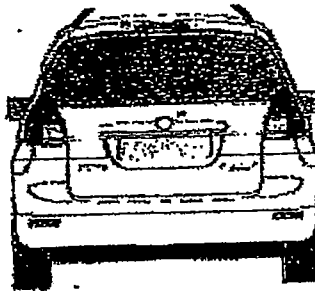
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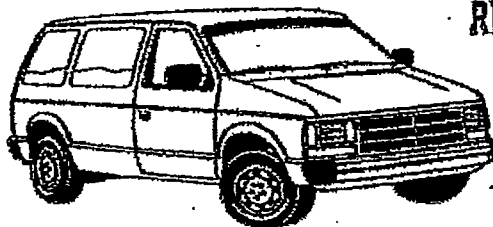
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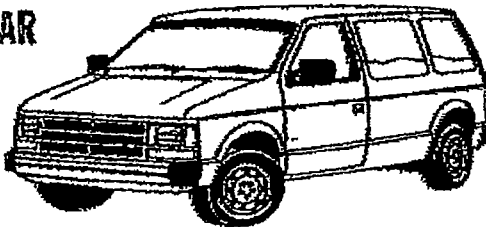
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REAR



RIGHT SIDE



LEFT SIDE

# UTS MAINTENANCE WORK ORDER FORM

**PLEASE PUT ORIGINAL IN MAINTENANCE MAILBOX**

DATE: \_\_\_\_\_ VAN #: \_\_\_\_\_ CURRENT MILEAGE: \_\_\_\_\_

DRIVER NAME: \_\_\_\_\_ DRIVER ID: \_\_\_\_\_

| OIL CHANGE |            |                        |
|------------|------------|------------------------|
| DATE _____ | TIME _____ | MECHANIC INT'L'S _____ |

**DRIVER CONCERNS:**

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| QNTY | PART# | DESCRIPTION | VENDOR |
|------|-------|-------------|--------|
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**MECHANIC COMMENTS:**

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**MECHANIC SIGNATURE:** \_\_\_\_\_

**DATE BACK IN SVC:** \_\_\_\_\_



**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
COMMUNITY NON-EMERGENCY TRANSPORTATION PLAN  
5/2016**

Non-Emergency Transportation (NET) is a statewide program that is administered by the County Department of Job and Family Services (CDJFS) in accordance with 5160-24 of the Ohio Administrative Code. The Community Transportation Plan for Warren County will be reviewed by Warren County Job and Family Services, Division of Human Services and updated as necessary, a minimum of one time per calendar year or when changes occur in the NET Program.

The Department Director is responsible for administering the NET program and will review and update the plan as necessary.

The CDJFS shall implement the provision of Chapter 5160-24 of the Administrative Code with all nondiscriminatory requirements in accordance with rule 5101:9-2-01 of the Administrative Code.

Consumers (traditional Medicaid consumers as well as foster/adoption consumers) are able to access NET services through several different methods: by requesting transportation services in person, by referral from their case manager, electronically, or most commonly by phone.

NET is the provision of transport that also requires the use of the most cost-effective mode(s) of transportation that addresses the consumer's medical condition and timeliness concerns.

Requests for transportation should be made by the consumer at least ten (10) working days in advance unless transport is needed sooner either because the consumer is ill or injured or because the Medicaid provider or the Managed Care Plan (MCP) provider has scheduled a medically necessary follow-up appointment.

Medicaid-eligible consumers who request transportation services can contact the Warren County NET Transportation Coordinator directly to make arrangements. For new consumers the NET Coordinator will review and verify current Medicaid eligibility status. Consumers who have previously arranged transportation and have verified continued Medicaid eligibility can either contact the agency NET Coordinator or the provider to schedule transportation. If the consumer contacts the provider, the provider will verify eligibility with the NET Coordinator prior to authorizing the trip.

The NET Coordinator will update the CDJFS database for each ride scheduled and update the consumer's NET file monthly with verification of Medicaid eligibility. A record of all the consumer's appointments will also be maintained in the file. When monthly invoices are received from the provider, the invoice is checked again for eligibility and accuracy before payment is authorized. Contracted providers keep daily manifest of trips completed.

The definition of "community" for the purpose of NET services is "all of Warren County". NET services are available outside of the "community" to consumers who are unable to obtain medical services in this area by requesting this service from Warren CDJFS. The Warren County NET Coordinator will verify that the treatment is not available in the community and make appropriate arrangements for transport to

**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
COMMUNITY NON-EMERGENCY TRANSPORTATION PLAN  
5/2016**

the facility.

Consumers who are eligible for transportation through other Medicaid programs are referred to those programs. Other Medicaid covered services that a consumer may be eligible for include: Hospice services; Pregnancy Related Services; ambulate; ground ambulance; air ambulance services; center based day care services that are part of Ohio Department of Medicaid administered waivers; services provided by long-term care facilities. Also included are: Federally Qualified Health Centers; Managed Care Plans; Home and Community Based Waiver services; and Healthcheck services. If transportation is not available through these programs, NET transportation will be provided.

Transportation services are coordinated with two primary resources: Winton Transportation Incorporated (Universal Transportation Services, UTS) and Warren County Transit. The Warren CDJFS has contracts with both vendors to provide transportation services. Services are primarily provided by these providers. Consumers who require handicap accessible transportation must notify the NET Coordinator, arrangements for transportation will be made with the appropriate provider. Other providers who offer handicap accessible transportation include: Community Ambulance Services (513-929-4747) and Medic One (513-554-4808). The Warren CDJFS will handle all accommodation for special needs consumers.

The secondary mode of transportation is through mileage reimbursement to a consumer who owns a vehicle or to a driver of their choice to provide transportation services for an approved trip. Mileage costs are paid at the same rate as the Warren CDJFS reimburses employees for mileage costs. Consumers who request reimbursement for using their own or another person's vehicle are required to provide verification from the medical provider that they had an appointment and submit the transportation reimbursement form for the trip. The agency may use Map Quest or Google Maps to check the accuracy of the mileage request.

When it is necessary for a Medicaid consumer to travel outside of the "community" for medical treatment or service, lodging, meals, and other related travel expenses for the consumer (and when medically necessary, an attendant) may be paid for at the same rate that the department pays its employees for such expenses. A relative traveling with the consumer will not be reimbursed for expenses.

When it is necessary for Medicaid consumer to travel within the "community" for medical treatment and an attendant is required to assist, the attendant qualifies for either the agency primary or secondary source of transportation, whichever is the most cost effective.

An "attendant" is a person who accompanies the consumer who is unable to travel independently during a Medicaid covered service.

A "relative" is defined as spouse, child, grandchild, parents, grandparents, siblings, step-child, step-parents, step-siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or legal guardian or other person who stands in place of a parent

**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
COMMUNITY NON-EMERGENCY TRANSPORTATION PLAN  
5/2016**

The necessity for overnight lodging should be determined by the following criteria:

- The destination must be in excess of a two (2) hour drive;
- The appointment time begins prior to 8:00 am or ends past 6:00 pm;
- Must be approved by the department Director prior to use.

When making lodging reservations, the consumer should request the most economical rate. The Warren CDJFS will present a tax exempt certification form to the establishment.

Transportation service providers are selected through competitive proposal procurement. Contracts are approved by the Warren County Commissioners.

Current vendors include:

- Winton Transportation Incorporated (Universal Transportation Services, UTS), 5284 Winton Road, Fairfield, Ohio 45014, Phone No. 1-800-339-0323. Cost of current year contract is \$225,000 and expiration is 6/30/2018.
- Warren County Transit, 220 Senate Drive, Monroe, Ohio 45050, Phone No. 888 297 0990. Cost of current year contract is \$10,000 and expiration is 6/30/2017.

If a consumer cancels or has a medical appointment cancelled by the provider, it is the consumer's responsibility to notify the Warren CDJFS and/or the transportation provider at least two (2) hours prior to the arranged pick-up time.

As there are no regulations regarding the misuse of NET services, the Warren CDJFS has implemented a telephone confirmation requirement to be imposed when the following occurs; If a consumer with telephone access, without good cause, on two or more consecutive occasions during a thirty (30) day time period fails to utilize transportation arranged by WCDJHS or fails to properly cancel service, the WCDJFS may require the consumer to confirm all subsequent appointments by telephone for three (3) consecutive months. In order to establish the consumer acted without good cause, the WCDJFS shall assess the consumer's situation before proceeding with a telephone confirmation.

Before implementation of a telephone confirmation requirement, the CDJFS must notify the consumer of the telephone confirmation requirement in writing.

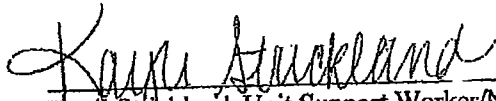
If the CDJFS suspects that a NET consumer appears to be misrepresenting their situation in order to receive benefits to which they are not entitled, a referral is made to the Warren CDJFS Fraud Unit.

NET service providers are responsible to resolve quality issues with consumers directly. The service providers are responsible for getting the consumer to the medical facility in a safe and timely fashion. The department intervenes when an issue of quality cannot be resolved between the consumer and the vendor.

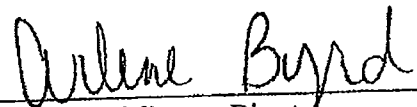
**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
COMMUNITY NON-EMERGENCY TRANSPORTATION PLAN  
5/2016**

Consumers will be informed of NET services upon Medicaid approval. Consumers who access the program will be informed of program guidelines by the NET Coordinator. All new NET requests are reviewed by the NET Coordinator to verify eligibility. If eligible, the JFS 04074 Notice of Approval is issued. If ineligible, the JFS 07334 is issued.

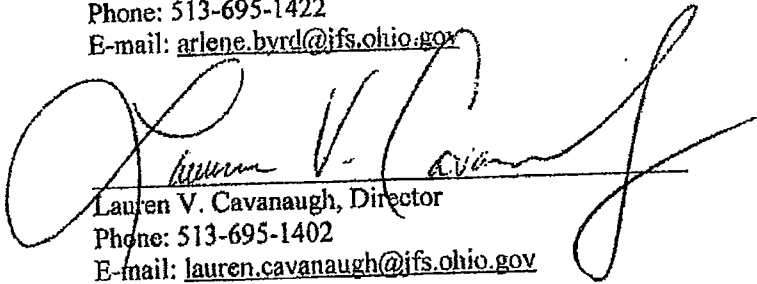
The Warren County Job and Family Services, Division of Human Services staff responsible for the NET Program include:

  
\_\_\_\_\_  
Kayli Strickland, Unit Support Worker/NET Coordinator  
Phone: 513-695-1450  
E-mail: [Kayli.strickland@jfs.ohio.gov](mailto:Kayli.strickland@jfs.ohio.gov)

5-20-16  
Date

  
\_\_\_\_\_  
Arlene Byrd, Deputy Director  
Phone: 513-695-1422  
E-mail: [arlene.byrd@jfs.ohio.gov](mailto:arlene.byrd@jfs.ohio.gov)

5-20-16  
Date

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director  
Phone: 513-695-1402  
E-mail: [lauren.cavanaugh@jfs.ohio.gov](mailto:lauren.cavanaugh@jfs.ohio.gov)

5/20/16  
Date

Revised: May 20, 2016

# Resolution

Number 17-1709

Adopted Date October 31, 2017

APPROVE AMENDMENT #2 TO THE WARREN COUNTY AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

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

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

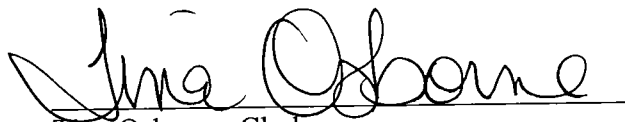
NOW THEREFORE BE IT RESOLVED, to approve Amendment #2 with Universal Transportation System, LLC and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

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

**AMENDMENT #2  
TO CONTRACT FOR  
TRANSPORTATION SERVICES**

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

By and between the County:

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

and the Service Provider:

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

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

**SECTION 4. PROJECT DURATION.** The Service Provider shall commence and carry on the Project beginning January 1, 2018 and ending December 31, 2018 with renewal options for three (3) additional one year periods, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4<sup>th</sup> and 5<sup>th</sup> years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. **Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate.**

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

The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$900,000.00 for gross operations and administrative costs. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

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

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

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

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

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

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

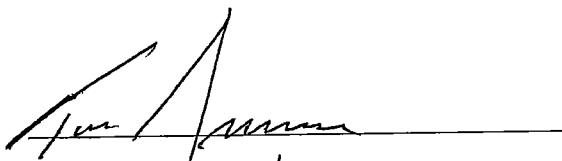
**DISPUTED INVOICES.** In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt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

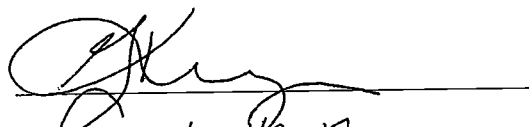
**DISPUTE RESOLUTION.** Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute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

This Amendment agreed to by:

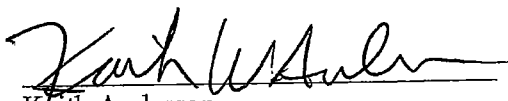
**Warren County Board of Commissioners**

**Universal Transportation Systems LLC**

  
Date 10/31/17

  
Date 10/23/2017

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

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

# Resolution

Number 17-1710

Adopted Date October 31, 2017

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY RELATIVE TO THE FY 2017 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM


BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Interfaith Hospitality Network of Warren County relative to the FY 2017 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

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



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

This Agreement made and entered into this 31<sup>st</sup> day of October, 2017, by and between the Interfaith Hospitality Network of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 31<sup>st</sup> day of October, 2017 (hereinafter referred to as "IHN"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 17-1710, adopted by its Board of County Commissioners on the 31<sup>st</sup> day of October, 2017 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the IHN for calendar year 2018, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2017 Community Development Block Grant (CDBG) Entitlement Program; and

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

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

**I. PERMISSION TO CARRY OUT PROJECT**

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

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

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

### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$60,359.00 of their allocation from the FY 2017 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

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

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

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

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

**IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2017 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for IHN.

**V. CONTINUED OWNERSHIP AND MAINTENANCE**

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

**VI. DISCRIMINATION PROHIBITED**

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

**VII. RELEASE FROM LIABILITY**

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

## **VIII PROJECT REPRESENTATIVES**

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

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

Interfaith Hospitality Network  
of Warren County:

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

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

IHN Project Representative is invited and encouraged to:

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

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

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


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

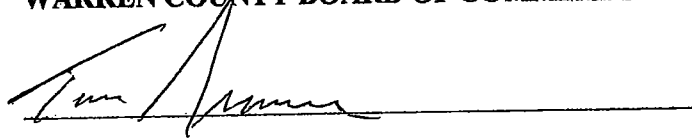
IHN hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of IHN's failure to follow said CDBG Program regulations and local, state and federal laws.

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

ATTEST:

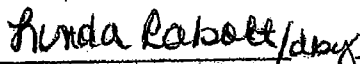
WARREN COUNTY BOARD OF COMMISSIONERS

  
Tina Osborne, Clerk



ATTEST:

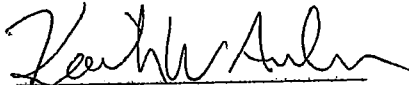
INTERFAITH HOSPITALITY NETWORK OF  
WARREN COUNTY

  
Linda Rabolt, Executive Director



David Yelton, Board Secretary

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

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

# Resolution

Number 17-1711

Adopted Date October 31, 2017

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY RELATIVE TO THE FY 2017 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Abuse and Rape Crisis Shelter of Warren County relative to the FY 2017 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

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

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

This Agreement made and entered into this 31<sup>st</sup> day of October, 2017, by and between the Abuse and Rape Crisis Shelter of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred to as "ARCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 17-1711, adopted by its Board of County Commissioners on the 31<sup>st</sup> day of October, 2017 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the ARCS for calendar year 2018, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2017 Community Development Block Grant (CDBG) Entitlement Program; and

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

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

**I. PERMISSION TO CARRY OUT PROJECT**

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

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

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



### III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$42,000.00 of their allocation from the FY 2017 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

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

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

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

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

#### **IV. REMAINING FUNDS**

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2017 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for ARCS.

#### **V. CONTINUED OWNERSHIP AND MAINTENANCE**

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

#### **VI. DISCRIMINATION PROHIBITED**

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

#### **VII. RELEASE FROM LIABILITY**

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

## **VIII PROJECT REPRESENTATIVES**

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

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

Abuse and Rape Crisis Shelter  
of Warren County:

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

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

ARCS Project Representative is invited and encouraged to:

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

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

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


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

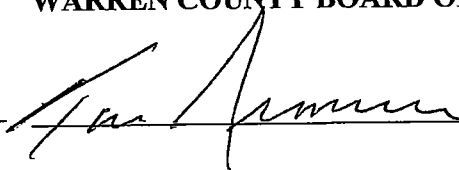
ARCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of ARCS's failure to follow said CDBG Program regulations and local, state and federal laws.

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

ATTEST:

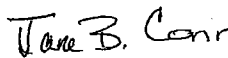
WARREN COUNTY BOARD OF COMMISSIONERS

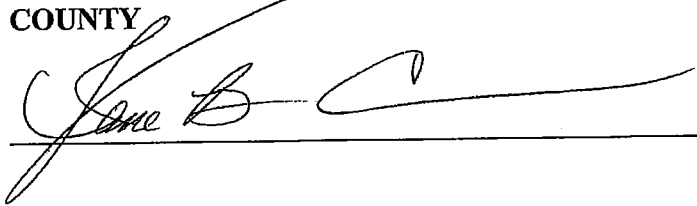
  
Tina Osborne, Clerk




ATTEST:

ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY

  
Jane B. Conn  
Executive Director



Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 17-1712

Adopted Date October 31, 2017

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

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

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

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

## **CONSULTANT AGREEMENT**

by and between

**ENVIRONMENTAL EDUCATORS, Inc.**

and the

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

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

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

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

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

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

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

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

1. The Agreement shall commence January 1, 2018 and terminate December 31, 2018 or upon expenditure of available funds, or which ever occurs first.

### **III. Compensation**

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

**IV. Responsibly of the Board**

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

**V. Reporting**

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

**VI. Agreement Modification**

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

**VII. Termination of the Agreement**

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

**VIII. Notices**

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

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

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

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



**IX. Hold Harmless/Indemnification**

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

**X. Relationship of Parties**

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

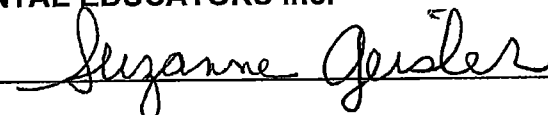
**XI. Agreement Expiration**

1. This Agreement shall expire on December 31, 2018 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

**XI. Execution**

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

**CONSULTANT  
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: 

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

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

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by Tom Grossman, its President, in accordance with Resolution No. 17-1712, dated 10/31/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: Tom Grossman

TITLE: President

DATE: 10/31/17

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Keith Anderson, Assistant Prosecutor

**Warren County  
Solid Waste Management District**

2018 Time Sheet

Month \_\_\_\_\_

Consultant Name \_\_\_\_\_

| Date | Location of Service | Description of Service | Grade Level | Number of Presentations | Number of Participants | Hours |
|------|---------------------|------------------------|-------------|-------------------------|------------------------|-------|
|      |                     |                        |             |                         |                        |       |
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Total Hours \_\_\_\_\_  
 Cost per Hour \_\_\_\_\_  
 Total Cost \_\_\_\_\_

Consultant's Signature \_\_\_\_\_

Date \_\_\_\_\_

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

# Resolution

Number 17-1713

Adopted Date October 31, 2017

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 44, 45, AND 46 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 44, 45, and 46; and

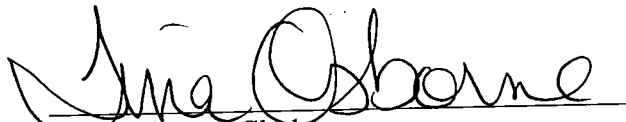
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 44, 45, and 46; as attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: C/A – TriTech Software Systems  
Telecom (file)



# Warren County Sales Order 6395 Task Completion Report 44

Effective Date: 08/10/2017

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

**Acknowledgement: DBA CAD clean-up work**

There is no Statement of Work reference as the resource time was provided by TriTech

Joshua Moyer provided TriTech with an Excel file titled *TriTech CAD Delete Item List 07.28.2017* as items to be removed from the CAD system by a TriTech DBA.

TriTech has completed the removal of these items based on the above referenced list.

TriTech emailed Joshua Moyer the list on 08/01/2017 to verify the items. On 08/10/2017 TriTech verified all items on the list had been removed, including the underline tables.

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

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

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

## Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

Date: 10/31/17

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 09/01/2017

13SEP 2017



# Warren County Sales Order 6395 Task Completion Report 45

**Effective Date: 09/08/2017**

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

**Acknowledgement: CAD to External System Incident Data Transfer Interface "Zoll FireRecords" FAT Document Referenced:**

Inform CAD™ Functional Acceptance Test (FAT)  
External System Incident Data Transfer Interface Zoll FireRecords Warren Co (6395) Version 1 Revised: 8 May 2017

Final document provided to client via email 09/08/17 with results of test. Signed test must be returned with TCR.

There were no failures in this test. This interface is considered delivered, functioning as designed and requirements from the ICD provided by Warren Co were configured.

## **7.10.3 Interface Functional Acceptance Testing (FAT)**

### **7.10.3.1 Task Description**

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

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

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

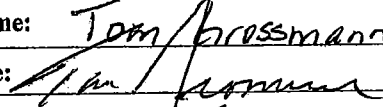
The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the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

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

## Approvals

Client Project Manager

Print Name: Tom Grossman

Signature: 

Date: 12/31/17

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 09/08/2017



17OCT 9:07A

# Warren County Sales Order 6395 Task Completion Report 46

**Effective Date:** 10/10/2017

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

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

**Document Referenced:** Inform RMS Web Citation Publisher Interface Warren County, Ohio Operational Scenario 1.0 Dated 01/20/2017

**Clarification point:** Client received email from Jamie Duskocil, Program Administrator 3, Ohio State Patrol that reads in part and is dated July 21, 2017 "Yes, it sounds like Tri-tech presented you with the correct description of the data flow. ODPS is in the process of building a statewide citation database, and as we work with 3rd party services, this is the recommended process in order to comply with our data standards.

The ODPS statewide citation database is being used for statistical purposes only. ODPS cannot pass citation information onto the courts from this location. Citations filed with the court must always originate with the law enforcement agency. Hence the need for two separate transactions. This would be the same case for any 3rd party service if they choose to follow this model: citation would need to go to the court and to the ODPS database separately"

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

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

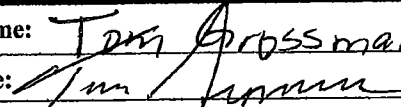


Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

## Approvals

Client Project Manager

Print Name: Tom Grossmann

Signature: 

Date: 10/31/17

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 10/10/2017

# Resolution

Number 17-1714

Adopted Date October 31, 2017

SET PUBLIC HEARING FOR REZONING APPLICATION OF JOSEPH CARTER (CASE #2017-05), TO REZONE APPROXIMATELY 4.3 ACRES FROM COMMUNITY COMMERCIAL BUSINESS "B2" TO RURAL RESIDENTIAL ZONE "RU"

BE IT RESOLVED, to set the public hearing for the rezoning application of Joseph Carter, owner of record (Case #2017-05), to rezone approximately 4.3 acres (Parcel Number 1803377002) located at 9079 State Route 123 in Harlan Township from Community Commercial Business "B2" to Rural Residential Zone "RU"; said public hearing to be held November 21, 2017, at 9:30 a.m. in the County Commissioners Meeting Room; and


BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tao/

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 17-1715

Adopted Date October 31, 2017

ACCEPT THE POLICY SCHEDULE AND ENDORSEMENTS PERTAINING TO EXCESS LOSS INSURANCE WITH UNITED HEALTHCARE INSURANCE COMPANY

WHEREAS, Resolution 16-1733 adopted November 1, 2016 authorized changes to the excess loss insurance with United HealthCare effective January 1, 2017; and


NOW THEREFORE BE IT RESOLVED, to accept the policy Schedule of Benefits and Endorsements pertaining to excess loss insurance with United Healthcare effective January 1, 2017; Schedule of Benefits and Endorsements attached hereto.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc:

c/a – United Healthcare  
Horan Associates  
United Healthcare  
OMB Benefits File  
Tammy Whitaker, OMB

**United HealthCare Insurance Company**  
185 Asylum Street Hartford, CT 06103-3408

**AMENDMENT NO:**

Amendment to be attached to and made a part of Group Policy No. UHIC-600511, issued by United HealthCare Insurance Company (herein called Company) to Warren County Board of Commissioners (herein called Policyholder).

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2017.

**United HealthCare Insurance Company**

A Stock Company  
185 Asylum Street Hartford, CT 06103-3408  
Phone: 1-800-424-0233

**SCHEDULE OF BENEFITS**

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Warren County Board of Commissioners

Policy Number: UHIC-600511

Effective Date: 01/01/2017

Administrator: UnitedHealthcare

Coverage specified herein is applicable only during the Policy Period from 01/01/2017 to 12/31/2017, and is further subject to all terms and conditions of this Policy.

**SPECIFIC EXCESS LOSS INSURANCE:**                      X   YES         NO

Benefit Period: Covered Expenses Incurred from 01/01/2015 through 12/31/2017 and Paid from 01/01/2017 through 12/31/2017.

Specific Deductible per Covered Person: \$250,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

  X   Medical      X   Stand Alone Prescription Drug Program

Common Accident Provision:                      X   Yes         No

Common Accident means if more than one Covered Person in the same immediate family incurs Covered Expenses as a result of the same accident, the Specific Deductible will be applied only once to all Covered Expenses Paid because of that accident for all Covered Persons in the family during the same Benefit Period.

| Description | Rates   |
|-------------|---------|
| Composite   | \$56.81 |

Specific Terminal Liability Endorsement:                         Yes      X   Not applicable

Aggregating Specific Deductible Endorsement:                         Yes      X   Not applicable

Specific Step-Down Deductible Endorsement                      X   Yes         Not applicable

AGGREGATE EXCESS LOSS INSURANCE:  YES  NO

Benefit Period: Covered Expenses Incurred from 01/01/2015 Through 12/31/2017  
And Paid From 01/01/2017 Through 12/31/2017

Aggregate Excess Loss Insurance includes:

Medical  Stand Alone Prescription Drug Program  
 Dental  Vision  Weekly (Disability) Income  Other (Please Specify):

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$1,000,000

Minimum Annual Aggregate Deductible: \$9,348,551 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater.

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: \$250,000

| Monthly Aggregate Factors |            |                    |        |        |
|---------------------------|------------|--------------------|--------|--------|
| Covered Persons           | Medical    | Prescription Drugs | Dental | Vision |
| Composite                 | \$1,001.28 | Included           | n/a    | n/a    |

Aggregate Excess Loss Premium: \$4.53 per Employee per month

Aggregate Terminal Liability Endorsement Premium:  Yes  No  
Aggregate Accommodation Endorsement Premium:  Yes  No

SPECIAL CONDITIONS:

n/a

**SPECIFIC STEP-DOWN DEDUCTIBLE ENDORSEMENT**

Policyholder: Warren County Board of Commissioners

Effective Date: 01/01/2017

The Specific Deductible under Specific Excess Loss Insurance as contained in the Schedule of Benefits will be reduced 15% when the Qualified Service is provided by an OptumHealth Care Solutions Centers of Excellence Transplant Network Facility.

The Covered Person's Specific Deductible will have a one-time reduction per Policy Period when a "Qualified Service" is provided by an OptumHealth Care Solutions Center of Excellence Transplant Network Facility. The Specific Deductible (Per Covered Person) reduction will apply in the Policy Period in which the Qualified Service is paid by the Plan.

**Qualified Service:** Means the hospital confinement in which an eligible transplant is paid. The signed OptumHealth Payer Access Agreement Pre-notification for services included within an OptumHealth Care Solutions Centers of Excellence Transplant Network Facility prior to services received. An OptumHealth Care Solutions Centers of Excellence Transplant Network Facility is utilized and pricing is at the OptumHealth contracted rate.

The Company is not responsible for any Covered Person's decision to receive treatment, services, or supplies from an OptumHealth Care Solutions Centers of Excellence Transplant Network, nor does the Company make warranties or representations regarding the qualifications of providers of treatment services or supplies provided by the OptumHealth Care Solutions Centers of Excellence Transplant Network.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.



Michael J. McDonnell, Secretary  
United HealthCare Insurance Company

## **EXPERIENCE REFUND ENDORSEMENT**

Policyholder: Warren County Board of Commissioners

Effective Date: 01/01/2017

In consideration for the premium shown in the Schedule of Excess Loss, the Excess Loss Insurance Policy (the "Policy") will be revised with the addition of Experience Refund Provision.

### **EXPERIENCE REFUND**

The Company will pay the Policyholder an Experience Refund of 25 % of Net Profit if the Company issues the Policyholder a Policy/Amendment that provides insurance for a Subsequent Policy Period and insurance is continuous from the first day of the Policy Period through the entire Subsequent Policy Period.

### **NET PROFIT**

Net Profit is calculated as:

- a) 60% of the sum of all premiums paid by the Policyholder for the Specific Excess Loss Insurance for the Policy Period; minus
- b) the sum of all Specific Excess Loss Insurance claims for the Policy Period.

### **CALCULATION OF REFUND**

Company will calculate and send to the Policyholder, the Experience Refund, if due, 6 months after the end of the Policy Period. A premium credit in the amount of the Experience Refund will be applied to the next available bill.

If Specific Excess Loss Insurance claims are paid after an Experience Refund has been paid to the Policyholder, and such claims relate to the Policy Period for which the Experience Refund has been paid a new Net Profit will be calculated and the Policyholder shall reimburse Company for any reduction in the Experience Refund within thirty (30) days after written notice by the Company. Company may, at its option be reimbursed for any reduction on a previously paid Experience Refund by subtracting the reduced amount from any future payable claim.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.

**UnitedHealthcare Insurance Company**



Michael J. McDonnell, Secretary



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

# Resolution

Number 17-1716

Adopted Date October 31, 2017

TERMINATE CONTRACT WITH TIME WARNER TELECOM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS


BE IT RESOLVED, to authorize the Board to terminate contract #145521 with Time Warner Telecom, on behalf of Warren County Telecommunications. Copy of termination letter attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Time Warner Telecom  
Telecom (file)



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

**406 Justice Drive, Lebanon, Ohio 45036**

***www.co.warren.oh.us***

***commissioners@co.warren.oh.us***

*Telephone (513) 695-1250  
Facsimile (513) 695-2054*

**TOM GROSSMANN  
SHANNON JONES  
DAVID G. YOUNG**

October 31, 2017

TWT/Level 3 Customer Care  
ATTN: Deputy General Council  
10475 Park Meadows Drive  
Littleton, CO 80124

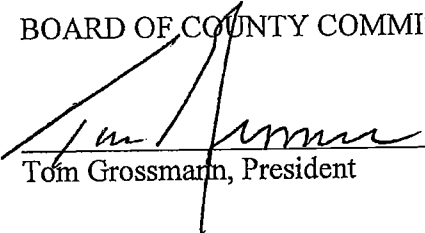
To Whom It May Concern:

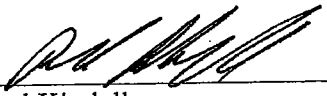
Per the terms of Time Warner Telecom contract number 145521 (hereinafter "Agreement"), executed on November 29<sup>th</sup>, 2011, Warren County hereby terminates the Agreement with Time Warner Telecom/Level 3 and hereby provides notice of the same. Warren County is currently in negotiations for a new contract with Level 3 for different services and intends to maintain a month to month term until a new contract can be executed.

Please acknowledge receipt of this termination notice and confirmation of the transition to a monthly contract term until a new contract can be executed.

Sincerely

BOARD OF COUNTY COMMISSIONERS

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

  
\_\_\_\_\_  
Paul Kindell  
Director of Warren County Telecommunications

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

# Resolution

Number 17-1717

Adopted Date October 31, 2017

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

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


|          |             |
|----------|-------------|
| BDD      | \$ 436.44   |
| BDD      | \$ 590.90   |
| Veterans | \$ 1,200.00 |
| Veterans | \$ 1,186.96 |
| Veterans | \$ 3,125.00 |
| Veterans | \$ 1,470.00 |

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~to~~  
Board of Developmental Disabilities (file)  
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/23/17

From: WCBDD

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

A purchase order was not completed for this procurement because: \_\_\_\_\_

unanticipated repairs required

| FUND       | SUB FUND | FUNCTION    | OBJECT     | AMOUNT                                      |
|------------|----------|-------------|------------|---|
| <u>205</u> |          | <u>6710</u> | <u>317</u> | \$ <del>00</del> <sup>#</sup> <u>436.44</u> |

VENDOR NAME Auto Zone

DESCRIPTION OF SERVICES vehicle parts

DATE OF OBLIGATION 9-12-17

# THEN & NOW CERTIFICATION

## CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 59,316.45 DATE 9/26/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 56,020.19 DATE 10/26/17

FUND BALANCE NOW \$ 47,267,129.92

CERTIFIED BY: Matt Nolan <sup>JA</sup>

MATT NOLAN, WARREN COUNTY AUDITOR

### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/20/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: Expense unknown prior to client requesting assistance

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT       |
|------|----------|----------|--------|--------------|
| 101  |          | 5220     | 920    | \$ 1200.00 ✓ |

VENDOR NAME Hatfield Plumbing

DESCRIPTION OF SERVICES Cistern Pump Repair

DATE OF OBLIGATION 10/16/17

### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER


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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 169,827.56 DATE 10/16/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 135,166.30 DATE 10/27/17

FUND BALANCE NOW \$ 38,491,483.18

CERTIFIED BY: Matt Nolan 

**MATT NOLAN, WARREN COUNTY AUDITOR**

### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/20/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: expense unknown prior to relief being issued.

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT       |
|------|----------|----------|--------|--------------|
| 101  |          | 5220     | 920 ✓  | \$ 1186.96 ✓ |

VENDOR NAME City of Lebanon

DESCRIPTION OF SERVICES Utility Provider

DATE OF OBLIGATION 10/19/17


### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 135,166.30 DATE 9/27/17  
 UNENCUMBERED ACCOUNT BALANCE - NOW \$ 133,966.30 DATE 10/27/17  
 FUND BALANCE NOW \$ 38,491,483.18

CERTIFIED BY: Matt Nolan  01 OCT 28 PM 3:10

MATT NOLAN, WARREN COUNTY AUDITOR

Act 101 5220 920 3/3

### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/20/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: Expense unknown prior to client requesting assistance

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT     |
|------|----------|----------|--------|------------|
| 101  |          | 5220     | 920    | \$ 3125.00 |

VENDOR NAME Bob Sumarel

DESCRIPTION OF SERVICES Auto Repairs

DATE OF OBLIGATION 10/19/17

### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 157,719.83 DATE 10/19/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 132,779.34 DATE 10/27/17

FUND BALANCE NOW \$ 38,491,483.18

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/25/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: in between blanket rent/ mortgage po's

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT     |
|------|----------|----------|--------|------------|
| 101  |          | 5220     | 920    | \$ 1470.00 |

VENDOR NAME Knights Inn

DESCRIPTION OF SERVICES Hotel room for homeless vets

DATE OF OBLIGATION 9/25/17

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 185,642.83 DATE 9/25/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 135,166.30 DATE 10/27/17

FUND BALANCE NOW \$ 38,491,488.18

CERTIFIED BY: Matt Nolan

**MATT NOLAN, WARREN COUNTY AUDITOR**



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

# Resolution

Number 17-1718

Adopted Date October 31, 2017

## APPROVE VARIOUS REFUNDS

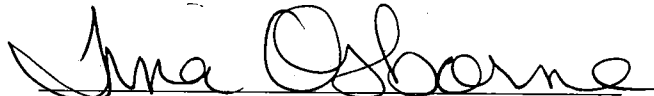
BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor           
Refunds file

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

# Resolution

Number 17-1719

Adopted Date October 31, 2017

## ACKNOWLEDGE PAYMENT OF BILLS

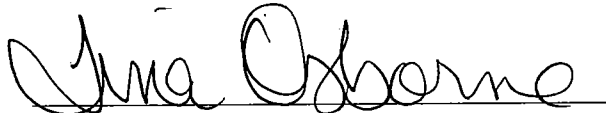
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/26/2017 001, #10/26/2017 002, #10/26/2017 003, #10/26/2017 005, #10/26/2017 006, #10/26/2017 007, #10/26/2017 008, , and #10/26/2017 009; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 17-1720

Adopted Date October 31, 2017

APPROVE HAMPTON GLEN LANE IN HAMPTON GLEN SUBDIVISION FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hampton Glen Lane has been constructed in compliance with the approved plans and specifications; and

| Street Number | Street Name       | Street Width | Street Mileage |
|---------------|-------------------|--------------|----------------|
| 2449-T        | Hampton Glen Lane | 5'-24'-5'    | 0.675          |

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

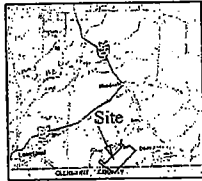
BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

- cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

1D ACKNOWLEDGMENT - WARREN COUNTY

BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY...



Record Plat - Hampton Glen Subdivision

Being a Replat of Lot 4 Chilhowie Sub. 1st Addition P.B. 30, Pg 3

Also including 72.7482 Acres of which 68.1808 Acres are in Warren County, Ohio

Military Survey No. 4248 Goshen Township, Hamilton Township, Clermont County, Ohio, Warren County, Ohio

1R PUBLIC USE AND ACKNOWLEDGMENT - CLERMONT COUNTY

BEING ALL THE RECORD OWNERS AND LIEN HOLDERS OF THE LANDS...

ESSENTIALS SHOWN ON THIS PLAN ARE GRANTED FOR THE CONSTRUCTION...

WITNESS:

DEVELOPMENTS, LLC Mary Schaefer, Thomas M. Schauer

OFFICE OF NOTARY PUBLIC

ON THIS 13th DAY OF MARCH 2007...

BEFORE ME, I HAVE SET MY HAND AND NOTARY SEAL ON THE...

Notary Seal for Mary Jo Ferch

LIEN HOLDER:

WITNESS: Thomas M. Schauer, Mary Schaefer

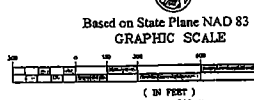
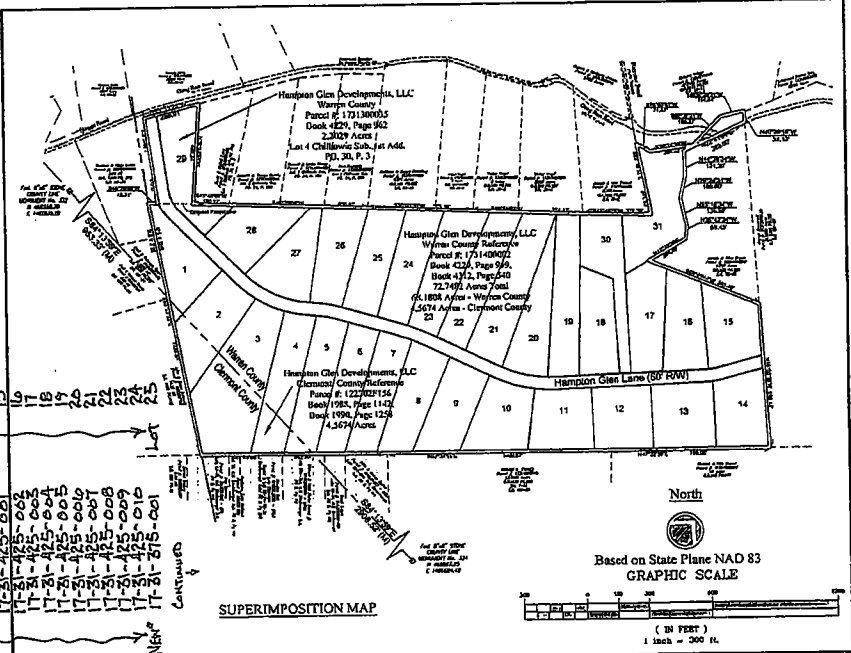
OFFICE OF NOTARY PUBLIC

COUNTY of Clermont ss ON THIS 13th DAY OF MARCH 2007...

BEFORE ME, I HEREBY SUBSCRIBED MY NAME AND AFFIRMED MY NOTARIAL SEAL...

Notary Seal for Patricia M. Schauer

Survey, Inc. All reports, plans, specifications, computer files, field data, notes and other...



WARREN COUNTY DRAINAGE STATEMENT Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines...

DEVELOPER HAMPTON GLEN DEVELOPMENTS, LLC 3565 S. SR 48 LOVELAND, OHIO 45140

SURVEYOR CERTIFICATE I, hereby certify that this subdivision plat is a true and complete survey made under my supervision...

PROJECT BENCHMARK Warren County GIS Station # 91 Elevation = 841.16

Clermont County Commissioners By resolution, the Clermont County Commissioners hereby approve the Performance Bond...

Clermont County Zoning Certification I hereby certify that this subdivision satisfies all applicable requirements of the zoning district governing the use of the land at the time of execution.

Declaration of Covenants, Conditions & Restrictions - Clermont County, Ohio All lots shown on this plat are subject to the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book...

COUNTY COMMISSIONERS APPROVAL THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY HEREBY APPROVE THIS PLAN ON THIS 13th DAY OF MARCH 2007

REGIONAL PLANNING COMMISSION APPROVAL WARREN COUNTY REGIONAL PLANNING COMMISSION THIS PLAN WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 13th DAY OF MARCH 2007

ZONING INSPECTOR APPROVAL HAMILTON TOWNSHIP, WARREN COUNTY WARREN COUNTY, HAMILTON TOWNSHIP ZONING INSPECTOR I HEREBY APPROVE THIS PLAN ON THIS 13th DAY OF MARCH 2007

COUNTY ENGINEER APPROVAL WARREN COUNTY ENGINEER I HEREBY APPROVE THIS PLAN ON THIS 13th DAY OF MARCH 2007

SEWAGE DISPOSAL APPROVAL WARREN COUNTY ENGINEER I HEREBY APPROVE THIS PLAN ON THIS 13th DAY OF MARCH 2007

COUNTY HEALTH DISTRICT APPROVAL WARREN PUBLIC HEALTH ENVIRONMENTALIST I HEREBY APPROVE THIS PLAN ON THIS 13th DAY OF MARCH 2007

WARREN COUNTY AUDITOR TRANSFERRED ON THE 12th DAY OF MARCH 2007

DEED REFERENCE SITUATED IN MILITARY SURVEY NO. 4248, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 72.7482 ACRES (68.1808 ACRES WARREN COUNTY) AS RECORDED IN BOOK 4228, PAGE 330 AND BOOK 4012, PAGE 240...

Submitted for Approval: Hampton Glen Subc. 10170 INTERNATIONAL BLVD. CINCINNATI, OHIO 45246. 513.880.3559. 513.880.0287 fax: BALMAIN@SLS.COM

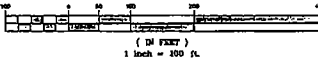
# ~ Record Plat ~ Hampton Glen Subdivision

Being a Replat of Lot 4 Chilhowie Sub. 1st Addition P.B. 30, Pg 3  
Also including 72.7482 Acres of which 68.1808 Acres are in Warren County, Ohio  
and 4.5674 Acres in Clermont County, Ohio

Hamilton Township Goshen Township  
Warren County, Ohio Clermont County, Ohio



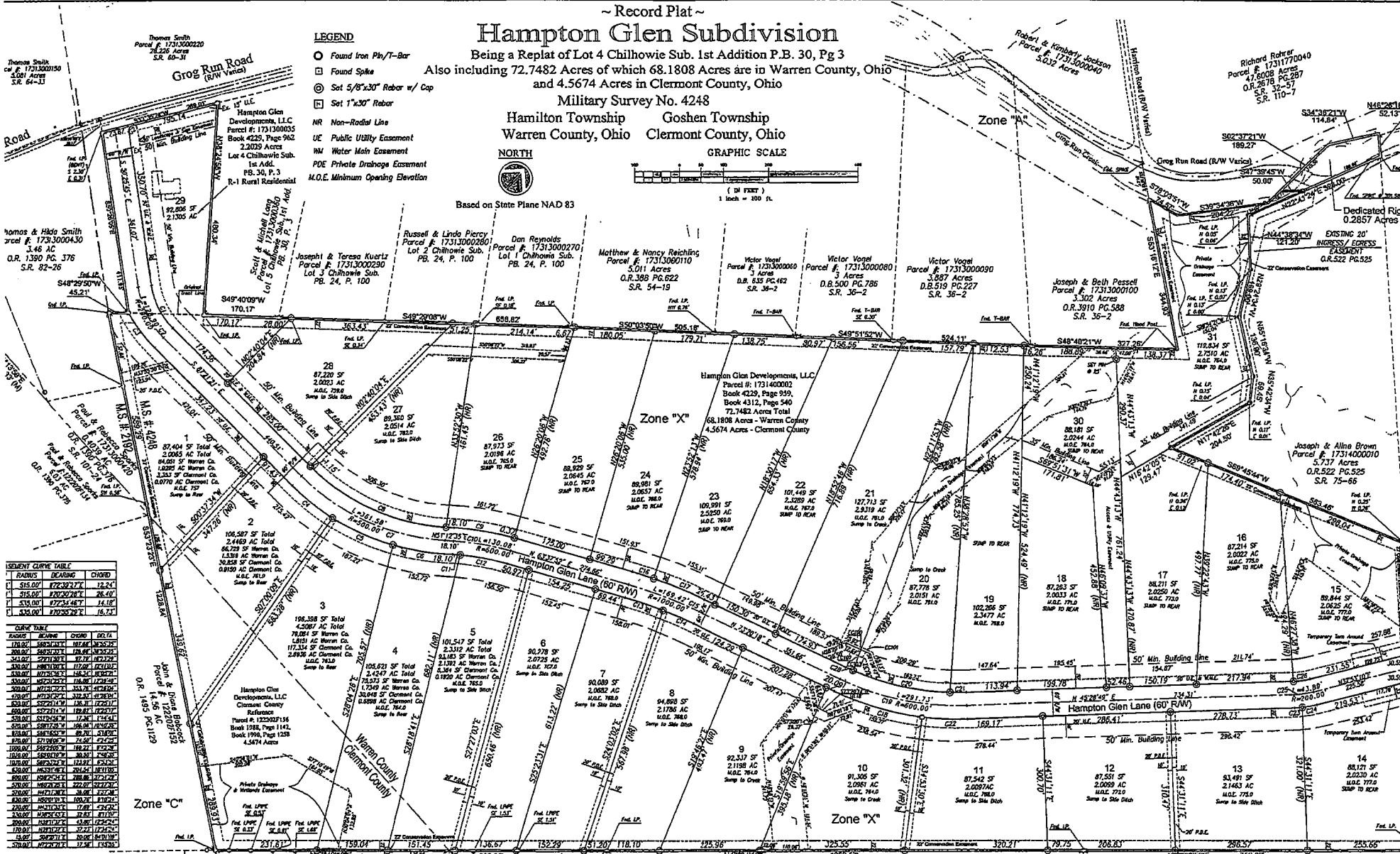
GRAPHIC SCALE



Based on State Plane NAD 83

## LEGEND

- Found Iron Pin/T-Bar
- Found Spike
- ⊙ Set 5/8"x30" Rebar w/ Cap
- ⊙ Set 1"x30" Rebar
- NR Non-Road Line
- UE Public Utility Easement
- WM Water Main Easement
- PDE Private Drainage Easement
- M.O.E. Minimum Opening Elevation



| FINISHED 1" ELEVATION | CHANGED          |
|-----------------------|------------------|
| 1 515.00'             | 222.22' x 12.24' |
| 1 515.00'             | 202.22' x 26.40' |
| 1 515.00'             | 222.22' x 16.16' |
| 1 515.00'             | 222.22' x 16.16' |

| OWNER                          | ACRES  | DATE       |
|--------------------------------|--------|------------|
| Hampton Glen Developments, LLC | 2.0000 | 01/21/2010 |
| Russell & Linda Piery          | 1.0000 | 01/21/2010 |
| Don Reynolds                   | 1.0000 | 01/21/2010 |
| Matthew & Nancy Reichling      | 1.0000 | 01/21/2010 |
| Victor Vogel                   | 1.0000 | 01/21/2010 |
| Victor Vogel                   | 1.0000 | 01/21/2010 |
| Victor Vogel                   | 1.0000 | 01/21/2010 |
| Joseph & Beth Passell          | 1.0000 | 01/21/2010 |
| Joseph & Alina Brown           | 1.0000 | 01/21/2010 |
| Richard & Wynne Shaver         | 1.0000 | 01/21/2010 |

Clermont County location of the flood zone is based on as indicated on the FIRW Flood Insurance Rate Map for Warren County, Ohio unincorporated areas, Community Panel No. 390065 0010 C, dated 09/21/2000.

of Minimal Flooding, (no shading)

**Flood Data - Warren County**  
The approximate location of the flood zone is based on graphical location as indicated on the FIRW Flood Insurance Rate Map for Warren County, Ohio unincorporated areas, panel 90 of 100, Community Panel No. 390075 0090D, dated September 21, 2000.  
Zone "A" - Special Flood Hazard Areas Inundated by 100-year flood with no base elevations determined.  
Zone "X" - Other Flood areas determined to be outside the 500-year flood plain.

STEVEN K. STOVER  
Parcel #: 17314000040  
23.7482 Acres  
O.R. 820 PG.238  
S.R. 7-13  
S.R. 108-29

Richard & Wynne Shaver  
Parcel #: 17314000050  
48 Acres  
O.B. 588 PG.647

Clermont County Copy

Warren County Copy

10170 INTERNATIONAL BLVD.  
CINCINNATI, OHIO 45246  
513.960.3999  
513.960.0267 fax  
BAUMANN.SI.COM

Submitted for Approval: Janu  
**Hampton Glen Subd**  
Being Chapter 153 of the Revised Code as Amended  
Also including 72.7482 Acres of which 68.1808 Acres are in  
Warren County, Ohio and 4.5674 Acres are in Clermont County,  
Ohio

DATE: 03.06.2007

PROJECT: 21703  
SHEET: 20

any, etc. - All reports, plans, specifications, computer files, field data, notes and other documents prepared by or for the undersigned, including all instruments of service and shall remain the property of the undersigned. No part of any such documents shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of the undersigned. The undersigned shall not be held liable for any errors or omissions in any such documents. The undersigned shall not be held liable for any damages, including consequential damages, arising out of the use of any such documents. The undersigned shall not be held liable for any claims, damages, or expenses, including reasonable attorneys' fees, arising out of the use of any such documents. The undersigned shall not be held liable for any claims, damages, or expenses, including reasonable attorneys' fees, arising out of the use of any such documents. The undersigned shall not be held liable for any claims, damages, or expenses, including reasonable attorneys' fees, arising out of the use of any such documents.



October 24, 2017

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

Re: Hampton Glen Subdivision

Dear Board:

Please be advised that per Resolution 17-1321, adopted August 22, 2017, Hampton Glen Development, LLC ("HGD") was declared in default in the performance and maintenance of all public improvements in Hampton Glen Subdivision. As a result of being declared in default on September 7, 2017 Warren County Commissioners Office received Peoples Bank check #828980 for \$22,800.00.

Warren County Engineers has, since that time, completed required improvements and have, therefore, prepared the draft resolutions for the streets to be accepted and maintenance to be assigned to Hamilton Township.

If you have any questions or comments please call.

Sincerely,

A handwritten signature in black ink that reads "Neil F. Tunison".

Neil F. Tunison, P.E., P.S.  
Warren County Engineer

Cc: Hamilton Township Board of Trustees  
Warren County Prosecutor  
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING  
210 W Main St. Lebanon, OH 45036  
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION  
105 Markey Rd. Lebanon, OH 45036  
Telephone (513) 695-3336 Fax (513) 695-3323

# Resolution

Number 17-1721

Adopted Date October 31, 2017

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

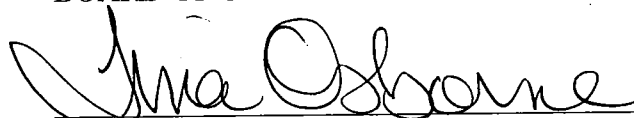
- Settlemyre Acres – Washington Township

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 17-1722

Adopted Date October 31, 2017

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

|             |      |               |   |
|-------------|------|---------------|---|
| \$ 151.00   | from | #101-1282-210 | (Clerk of Courts – Office Supplies)           |
| \$ 3,987.99 | from | #101-1400-400 | (IT – Purchased Services)                     |
| \$ 1,688.72 | from | #101-2210-220 | (Sheriff – Operating Supplies)                |
| \$10,337.55 | from | #101-2210-400 | (Sheriff – Purchased Services)                |
| \$ 7,015.50 | from | #205-6710-478 | (BDD – Contract Services)                     |
| \$ .06      | from | #216-1160-210 | (Recorder – Office Supplies)                  |
| \$ .30      | from | #216-1160-317 | (Recorder – Capital Purchases under \$10,000) |
| \$ 6,448.50 | from | #273-5100-496 | (Children Services – Daycare)                 |
| \$ 89.28    | from | #273-5100-625 | (Children Services – Post Adoption)           |
| \$74,642.00 | from | #489-3120-335 | (Engineer – Road Construction)                |
| \$ 8,550.72 | from | #510-3200-400 | (Water/Sewer – Purchased Services)            |
| \$ 1,184.79 | from | #580-3300-400 | (Water/Sewer – Purchased Services)            |
| \$ 343.29   | from | #580-3300-430 | (Water/Sewer – Utilities)                     |

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


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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Clerk of Courts (file)  
Information Technology Center (file)  
Sheriff (file)  
OMB

Recorder (file)  
Children Services (file)  
Engineer (file)  
Water/Sewer (file)  
Developmental Disabilities (file)



# Resolution

Number 17-1723

Adopted Date October 31, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND #203

WHEREAS, a supplemental appropriation is necessary to cover additional expenses expected thru calendar year 2017; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into fund #203


\$95,000.00 into #203-5310-400 (Purchased Services)

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor vs  
Supplemental App. file  
Human Services (file)  
OMB

# Resolution

Number 17-1724

Adopted Date October 31, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS SMART OHIO PILOT PROGRAM FUND #289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #289-1226-210 (Office Supplies-General)

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~to~~  
Supplemental Adjustment file  
Common Pleas (file)  
OMB

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

# Resolution

Number 17-1725

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustment:

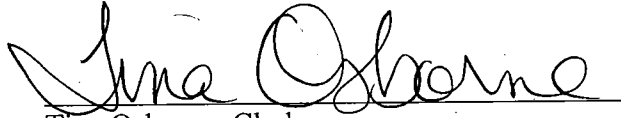
|            |      |               |                              |
|------------|------|---------------|------------------------------|
| \$5,000.00 | from | #101-1240-102 | (Regular Salaries)           |
|            | into | #101-1240-133 | (County Derived Transcripts) |


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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 17-1726

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND  
#101-2600 INTO JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustment:


|            |      |               |                      |
|------------|------|---------------|----------------------|
| \$6,000.00 | from | #101-2600-820 | (Regular Salaries)   |
|            | into | #101-1240-400 | (Purchased Services) |

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 17-1727

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT,  
DOMESTIC RELATIONS DIVISION FUND #101-1230

BE IT RESOLVED, to approve the following appropriation adjustment:


\$7,000.00    from    #101-1230-910        (Other Expense)  
                 into    #101-1230-317        (Capital Purchases under \$10,000)

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~✓~~  
Appropriation Adj. file  
Domestic Relations (file)  
OMB

# Resolution

Number 17-1728

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUNDS #101-2810 AND #492

BE IT RESOLVED, to approve the following appropriation adjustments:


|             |                    |                                 |
|-------------|--------------------|---------------------------------|
| \$ 500:00   | from #101-2810-220 | (Telecom-Operating Supplies)    |
|             | into #101-2810-210 | (Telecom-Office Supplies)       |
| \$15,000.00 | from #101-2810-220 | (Telecom – Operating Supplies)  |
|             | into #101-2810-430 | (Telecom – Utilities)           |
| \$15,000.00 | from #101-2810-361 | (Telecom – Telephone Equipment) |
|             | into #101-2810-430 | (Telecom – Utilities)           |
| \$37,000.00 | from #492-3819-371 | (Pub Safety Data Hardware)      |
|             | into #492-3819-400 | (Pub Safety Purch Services)     |

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~✓~~  
Appropriation Adj. file  
Telecom (file)  
OMB

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

# Resolution

Number 17-1729

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustments:

\$444.70      from #206-2700-910      (Other Expenses)  
                 into #206-2700-855      (Clothing)


\$432.14      from #206-2700-460      (Insurance)  
                 into #206-2700-855      (Clothing)


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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. File  
Dog & Kennel (file)  
OMB

# Resolution

Number 17-1730

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
MENTAL HEALTH GRANT FUND #228

BE IT RESOLVED, to approve the following appropriation adjustments:

|           |      |               |                    |
|-----------|------|---------------|--------------------|
| \$ 100.00 | from | #228-1220-860 | (Life Insurance)   |
|           | into | #228-1220-102 | (Regular Salaries) |
| \$ 50.00  | from | #228-1220-860 | (Life Insurance)   |
|           | into | #228-1220-871 | (Medicare)         |


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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 17-1731

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS  
COMPUTER 2302.201 FUND #282-1410

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,750.00 from #282-1410-317 (Capital Purchases Under \$10,000)  
into #282-1410-400 (Purchased Services)


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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Clerk of Courts (file)  
OMB

# Resolution

Number 17-1732

Adopted Date October 31, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OFFICE OF GRANTS  
ADMINISTRATION FUND #298

BE IT RESOLVED, in order to process Intra-county Transfers, it is necessary to approve the following appropriation adjustment:

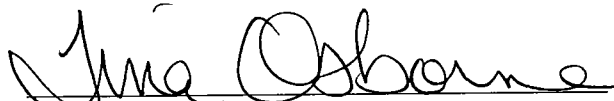
|             |      |               |               |
|-------------|------|---------------|---------------|
| \$12,000.00 | from | #298-5000-910 | (Other)       |
|             | into | #298-5000-912 | (Admin Costs) |

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: Auditor ~~\_\_\_\_\_~~  
Appropriation Adj. file  
OGA (file)  
OMB

# Resolution

Number 17-1733

Adopted Date October 31, 2017

## AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #10/31/2017 001, #10/31/2017 002, #10/31/2017 003, #10/31/2017 004, #10/31/2017 005; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~\_\_\_\_\_~~

# Resolution

Number 17-1734

Adopted Date October 31, 2017

RESCIND RESOLUTION #17-1660 WHICH AUTHORIZED THE HIRING OF KIMBERLY EVERS AS CUSTODIAL WORKER I WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Ms. Evers left a message with the HR Manager that she was unable to take the position; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #17-1660 adopted October 24, 2017, which authorized the hiring of Kimberly Evers as a Custodial Worker I within the Facilities Management Department.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Facilities Management (file)  
Kimberly Ever's Personnel file  
OMB-Sue Spencer

# Resolution

Number 17-1735

Adopted Date October 31, 2017

**ACCEPT RESIGNATION AND APPROVE APPOINTMENT OF WARREN COUNTY MEMBERS TO THE AREA 12 WORKFORCE DEVELOPMENT BOARD**

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 16-0962 on June 23, 2016 which reappointed Marge Melick to the Area 12 Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, Marge Melick has retired from her position and role on Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, Jerica Kruse will now represent the Opportunities for Ohioans with Disabilities; and

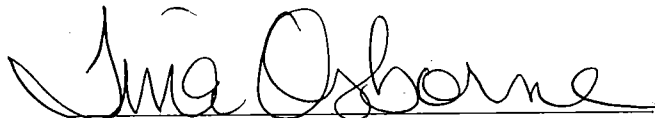
NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio to appoint Jerica Kruse to the Area 12 Workforce Development Board to fill the unexpired term of Marge Melick, effective November 1, 2017 with term expiring on June 30, 2019.

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

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

Resolution adopted this 31<sup>st</sup> day of October 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

AS/

cc: Appointment file  
Workforce Investment Board (file)  
Appointee  
L. Lander