



BOARD MEETING

Aug. 22, 2017

ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Board Meeting Agenda

Tuesday, Aug. 22, 2017 – 6:00 P.M.

801 W. Union St., Athens, OH 45701

The Mission of the Athens County Board of Developmental Disabilities is to enhance the quality of life for individuals by encouraging integration and independence, fostering partnerships, and advocating for individual rights.

1. Call to Order – Margaret Demko, Board President.
2. Roll Call – Carol Janes-Tinkham.
3. Reading of Mission Statement.
4. Motion to approve Agenda.
5. New Business:
 - a. Motion to approve June 27, 2017, Regular Board Meeting Minutes (Exhibit 1, Pages 1-7).
 - b. Motion to approve Admission Agreement with GDC (Exhibit 2, Pages 8-15).
 - c. Motion to approve the ABEA-ACBDD Memorandum of Understanding (Exhibit 3, Pages 16-17).
 - d. Motion to approve proposed changes to the ACBDD MUI Policy and Procedure (Exhibit 4, Pages 18-70).
 - e. Motion to approve providing \$3,000 as local match toward the 2018 Mobility Management Grant, managed by HAPCAP (Exhibit 5, Page 71).
 - f. Motion to approve raising the hourly rate of all current and new Substitute Van Drivers/Custodians from \$10 to \$12, to assist with recruitment and retention. (Exhibit 6, Pages 72-73).
 - g. Motion to approve Personnel Policy 4.5 Staff Training & Professional Development, which replaces and combines the following policies - 4.4 Training, 4.5 Staff Ongoing Training, and 6.7 Professional Leave (Exhibit 7, Pages 74-79).
 - h. Motion to approve contract with Buckeye Community Services (Exhibit 8, Pages 80-90).
 - i. Discussion and update on the agency's accreditation.
 - j. Discussion and update of agency's status with MEORC and SOCOG.
 - k. Discussion and update of Employment Options/Personnel *Plus* official Ribbon Cutting & Open House on Friday, Sept. 8, at the Market on State, at 10 a.m.
 - l. Tour of Beacon School's new playgrounds.
6. Board Reports:
 - a. Superintendent, Kevin Davis. (Exhibit 9, Pages 91-104).
 - b. Director of Education, Becky Martin. (Exhibit 10, Pages 105-108).
 - c. Director of Finance and Operations, Steve Kramer. (Exhibit 11, Pages 109-119)
 - d. Director of Service and Support, Richard Suehrstedt. (Exhibit 12, Pages 120-121).
 - e. Director of Employment Options, Doug Mitchell. (Exhibit 13, Pages 122-128).
 - f. ATCO Transition Manager, Autumn Brown. (Exhibit 14, Pages 129-134).
 - g. Gwen Brooks, Director of Human Resources. (Exhibit 15, Pages 135-137).
 - h. Director of Facilities and Transportation, Butch Withem. (Exhibit 16, Page 138).

7. Comments from Visitors relative to the agenda.
8. Comments from Unions relative to the agenda.
9. Comments from the board.
10. Motion to enter into Executive Session per ORC 121.22 (G)(1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employee or official.
11. Motion to return from Executive Session.
12. Motion to adjourn.

Exhibit 1

ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Ethics Committee Meeting
Tuesday, June 27 2017 – 5:30 P.M.
801 W. Union Street, Athens, Ohio 45701

1. Margaret Demko called meeting to order at 5:30 p.m.
2. Ruth Robertson did roll call.

BOND	Present
DEFOREST	Present
DEMKO	Present

Staff in Attendance:

Kevin Davis	Superintendent
Ruth Robertson	Executive Assistant to Superintendent
Arian Smedley	Executive Assistant to Superintendent in training

*See check list for additional details.

Members of the Ethics Committee met to discuss the agency's contract with Jason Licht, as his contract is up for renewal. Committee members supported approving his contract, as they saw no ethical issues or concerns.

ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Board Meeting Minutes
Tuesday, June 27 2017 – 6:00 P.M.
801 W. Union Street, Athens, Ohio 45701

The Mission of the Athens County Board of Developmental Disabilities is to enhance the quality of life for individuals by encouraging integration and independence, fostering partnerships, and advocating for individual rights.

3. Margaret Demko called meeting to order at 6:00 p.m.
4. Ruth Robertson did roll call.

ALLEN	Present
BOND	Present
DEFOREST	Present
DEMKO	Present
HUTZEL	Absent
JOLLEY	Present
MILLER	Present

Staff in Attendance:

Kevin Davis	Superintendent
Becky Martin	Director of Education
Steve Kramer	Director of Finance
Doug Mitchell	Director of Employment Options
Mark Cullison	Adult Service Director

Exhibit 1

Dick Suehrstedt	Director of Service and Support
Gwen Brooks	Human Resource Manager
Butch Withem	Facilities and Transportation Manager
Ruth Robertson	Executive Assistant to Superintendent
Carol Janes-Tinkham	Business Clerk
Arian Smedley	Executive Assistant to Superintendent in-training

*See sign-in sheet for full list of attendees.

5. Mission Statement was read by Rebecca Miller.

6. Motion to approve Agenda.

MOTION#: 06-27-01
MOTION: JOLLEY
SECOND: ALLEN
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

7. Presentation by Steve Koch on Personnel *Plus* Advisory and Advocacy Council. Reference the presentation slides.

8. New Business:

a. Motion to approve May 23, 2017, joint ATCO/ACBDD Annual Meeting (Exhibit 1, Pages 1-2).

MOTION#: 06-27-02
MOTION: JOLLEY
SECOND: ALLEN
AYES: ALLEN, BOND, DEMKO, JOLLEY, MILLER
CARRIES: YES

b. Motion to approve May 23, 2017, Regular Board Meeting Minutes. (Exhibit 2, Pages 3-7).

MOTION#: 06-27-03
MOTION: JOLLEY
SECOND: ALLEN
AYES: ALLEN, BOND, DEMKO, JOLLEY, MILLER
CARRIES: YES

c. Motion to approve 3-year contract with Memory Book Company, beginning Aug. 1, 2017. (Exhibit 3, Pages 8-12).

Kevin stated this company creates our school yearbook. This is a three-year contract. Last year, the board expended \$865. We generated \$480 in sales. This translates into the board investing only \$385 in the year book, which he stated is a good investment. Margaret Demko agreed.

Exhibit 1

MOTION#: 06-27-04
MOTION: HUTZEL
SECOND: JOLLEY
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- d. Motion to approve contract with Jason Licht for one year, beginning June 1, 2017.
(Exhibit 4, Pages 13-15)

Kevin stated the board had a chance to meet Jason during the PPAAC presentation. He is employed by the board providing computer training at ATCO. The Ethics Committee met prior to board meeting and supported approving his contract, as they saw no ethical issues or concerns. Last year, the board expended \$95. He works as he is available and as he is needed.

MOTION#: 06-27-05
MOTION: ALLEN
SECOND: MILLER
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- e. Motion to enter into an agreement with Adrienne Nagy for physical therapy services for period of one year, beginning July 1, 2017. (Exhibit 5, Pages 16-18)

Kevin stated these services are vital for the agency. Becky added part of her time is spent working with Help Me Grow. In this past, this time spent working with HMG has been paid for by HMG. However, HMG is not able to pay for this time in the coming year. As a result, the number of hours in the contract between Adrienne and the agency will increase by 60 hours, to account for this time.

MOTION#: 06-27-06
MOTION: DEFOREST
SECOND: JOLLEY
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- f. Motion to approve Ohio University College of Health Sciences and Professions Clinic Education Agreement. (Exhibit 6, Pages 19-25)

Kevin stated this agreement allows the agency to bring in nursing students, who assist with some day-to-day tasks while earning educational credit. This comes at no cost to the agency. We anticipate receiving two students per year (one each semester).

MOTION#: 06-27-07
MOTION: ALLEN
SECOND: DEFOREST
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

Exhibit 1

- g. Motion to approve participating in Ohio Department of Education (ODE) Title VI.B Transition Grant for State FY 17, to receive available funds. (Exhibit 7, Page 26)

Kevin stated these are services the agency already provides. This would allow the board to seek reimbursement for those costs. Margaret Demko asked for a motion to approve this item and the next together at the same time.

- h. Motion to submit a request to participate in ODE's Early Childhood Special Education Grant for FY 17 to receive available funds. (See Exhibit 7)

MOTION#: 06-27-09
MOTION: MILLER
SECOND: DEFOREST
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- i. Motion to abolish Administrative Policy 19a due to redundancy in Administrative Policy 85. (Exhibit 8, Pages 27-32)

Dick stated he has been reviewing existing policies in preparation for accreditation. In doing so, he learned policy 19a is duplicated and outdated. Policy 85, which already exists, is the same policy and reflects current rules in place for the state of Ohio.

MOTION#: 06-27-10
MOTION: JOLLEY
SECOND: MILLER
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- j. Motion to approve hiring full-time Secretary to provide support to the SSA and Transportation Departments. (Exhibit 9, Page 33)

Kevin stated this has been discussed for several months. We have been contracting with Career Connections to provide this service. This posting will create an internal position with salary, benefits, and health insurance. It will cost the agency about \$54,000/year. This has been added into the budget and is something the agency can manage going forward. The Transportation Department, which has gone without administrative support for about five years, will also benefit from this position. Dick added it's been very helpful to have the position. It has freed up other staff members to devote time to more sophisticated tasks. There was brief discussion about changing the title from Secretary to the more modern title of Administrative Assistant.

MOTION#: 06-27-10
MOTION: JOLLEY
SECOND: MILLER
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

Exhibit 1

- k. Approval to enter into contract with Hylant Insurance for property, violence, auto, and liability insurance, for period of one year, beginning July 1, 2017.

Kevin stated this is the best rate the agency can get at this time.

MOTION#: 06-27-11
MOTION: MILLER
SECOND: JOLLEY
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- l. Motion to approve extending the Fourth of July holiday to include July 3rd, for all ACBDD 260-day employees.

Kevin stated this is something the board can do to give back to staff. The Fourth of July holiday falls on a Tuesday this year. 48 employees will be affected by this decision.

MOTION#: 06-27-12
MOTION: ALLEN
SECOND: DEFOREST
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

- m. Motion to cancel July 25th Board Meeting.

Kevin stated the board is only required to have 10 meetings each year. With it being summertime, there is very little happening. Nothing would require having a board meeting. The plan would be to combine the November and December meetings. There was brief discussion about whether the start of school would require any board action. Kevin did not think so, but he assured the board they would be notified should something come up.

MOTION#: 06-27-13
MOTION: MILLER
SECOND: BOND
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

9. Old Business

- a. Motion to place the term levy on the Fall 2017 ballot with changed language, as provided in Board Packet.

Kevin reminded the board that we had wanted to initially combine all four levies. After consulting with the prosecutor's office, we learned we cannot combine continuing and term levies. As a result, he recommends placing a renewal term levy on this ballot this November. He also recommended updating the levy language, as reflected in the write-up included in the board packet. Kevin added a Levy Committee will be created soon. Any board member is welcome to participate.

Exhibit 1

MOTION# 06-27-14
MOTION: JOLLEY
SECOND: MILLER
AYES: ALLEN, BOND, DEMKO, HUTZEL, JOLLEY
CARRIES: YES

- b. Kevin added an item for discussion related to the Passion Works contract. He distributed a page from the legal agreement, which includes language limiting the creation of Passion Flowers to only Athens County. However, the new owner, Creative Foundations, would like to make them at other sites. The ATCO board wanted ACBDD board's input before signing the contract allowing this. Kevin added that, from the agency's perspective, we cannot control what Creative Foundations does once the contract is signed. After some discussion, the board decided that Creative Foundations should have full control over when and where they create Passion Flowers. It was suggested that any flower made in Athens be identified in a special way.
- c. Kevin added the CARF accreditation went well. There were a handful of small citations. Other than those, the reviewers spoke highly of the agency and the staff. Margaret Demko echoed the same and congratulated the staff.

10. Board Reports:

- a. Superintendent, Kevin Davis (Exhibit 12, Pages 54-66). Report Stands.
- b. Director of Education, Becky Martin (Exhibit 13, Pages 67-69).
- c. Director of Finance and Operations, Steve Kramer (Exhibit 14, Pages 70-74), (Exhibit 15, Pages 75-80). Report Stands.
- d. Director of Service and Support, Richard Suehrstedt (Exhibit 16, Pages 81).
- e. Director of Employment Options, Doug Mitchell (Exhibit 17, Pages 82-86). Report Stands.
- f. ATCO Transition Manager, Autumn Brown (Exhibit 18, Pages 87-90). Report Stands.
- g. Gwen Brooks, Director of Human Resources (Exhibit 19, Pages 91-93). Report Stands.
- h. Director of Facilities and Transportation, Butch Withem (Exhibit 20, Pages 94). Report Stands.

11. Comments from Visitors relative to the agenda. None.

12. Comments from Unions relative to the agenda. None.

13. Comments from the board.

- a. Jason asked to be reminded of the board's continuing education opportunities. Ruth mentioned we will have one scheduled soon and offered to resend information about the mandatory trainings. Kevin reminded the board of the online training opportunities.

14. Motion to adjourn at 7:15 p.m.

MOTION#: 06-27-15
MOTION: BOND

Exhibit 1

SECOND: ALLEN
AYES: ALLEN, BOND, DEFOREST, DEMKO, JOLLEY, MILLER
CARRIES: YES

COUNTY BOARD FUNDED ADMISSION AGREEMENT

SECTION A. PARTIES

1. This Agreement, hereinafter referred to as the "Admission Agreement," is entered into by and between the ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, hereinafter referred to as "Board," and the OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES, acting on behalf of the GALLIPOLIS DEVELOPMENTAL CENTER, hereinafter referred to as "Developmental Center," for the purpose of assessing and providing temporary services to one of more individuals with developmental disabilities who have been or will be voluntarily admitted to Developmental Center in accordance with R.C. 5123.69 and are hereinafter individually referred to as "Individual." Individual Agreements identifying each Individual shall be attached as Addenda to this County Board Funded Admission Agreement after they are signed by the Board and Developmental Center's Superintendent.

SECTION B: EFFECTIVE DATES

1. This Admission Agreement is in effect from July 1, 2017, through June 30, 2019, unless terminated prior thereto pursuant to Section J.

SECTION C. ASSESSMENT AND SERVICES

1. Developmental Center shall assess Individual's needs to determine under what circumstances Individual can be best served.
2. Developmental Center shall supply these services to the extent required by Individual's individual service plan:
 - a. Room and board including food preparation to meet any special dietary needs;
 - b. Habilitation, as needs are assessed;
 - c. Medication administration;
 - d. Behavior support services in accordance with applicable regulations;
 - e. Recreational opportunities appropriate to Individual's age, abilities and interests;
 - f. Direct care staff in ratios that are sufficient to provide the services required;
 - g. Diagnostic and/or therapeutic services as needed.
 - h. Transportation, except as provided in Section D, and only if transportation is not available through Board or community transportation systems.
 - i. Management of personal funds, and payeeship of resources.
 - j. Other miscellaneous services that are determined to be necessary.

SECTION D. TRANSPORTATION PROVIDED BY BOARD

1. Board shall be responsible for transporting Individual to and from Developmental Center's facility at the times of admission and discharge.

SECTION E. RECORDS

1. Board shall make available to Developmental Center, as soon as possible but no later than the date of the Individual's admission, all records necessary for Individual's care, which records may include, but are not limited to Birth Certificate, Social Security Card, Psychological Evaluation

Page 1 of 8

Developed: July 15, 2010

Revised: June 13, 2017

(current within one year), Medical Evaluation, Medical History, Social History, Medication History, List of Current Medications, Immunization Records, Behavior Plans and Current Target Behavior Data, Medicaid Card, Medicare Card, Guardianship Letters, Current Individual Program Plan, Communication Evaluation, Dietary Evaluation and Progress Notes, Dental Evaluations and History of Dental Treatment, Psychiatric Evaluation and History of Psychiatric Medications, Physical Therapy Evaluation, Occupational Therapy Evaluation, Speech Evaluations and Progress Notes, and Audiology Report.

2. DEVELOPMENTAL CENTER shall maintain records and documentation concerning Individual in a manner consistent with applicable rules and regulations.

SECTION F. INFORMATION AND EVALUATION OF SERVICES

1. Prior to admission, a Pre-Admission Application and thorough assessment shall be completed by representatives of the County Board and Developmental Center to ascertain that the individual requires and will benefit from Active Treatment services as defined in the Federal Code Section 483.440 (WTAG W195 – Interpretive Guidelines).
2. Developmental Center shall provide, upon request by Board and with the written consent of Individual or Individual's guardian, as applicable, information, data, reports, or other documentation reasonably necessary to permit Board to evaluate Individual's services, including information to assist Board in arranging Individual's return home or arranging a suitable alternate living arrangement for Individual.
3. Developmental Center shall provide Board with notice of major unusual incidents pertaining to Individual. Developmental Center shall provide such other additional reports to Board and to such other persons and/or agencies as is required by applicable federal and state law. "Major unusual incident" shall be defined as in O.A.C. 5123:2-17-02(C), as amended.
4. Developmental Center agrees to cooperate with Board in monitoring and evaluating services provided to Individual pursuant to this Admission Agreement.

SECTION G. APPLICATION FOR ICF/IID LEVEL OF CARE

1. Board shall advise Developmental Center in writing as to whether or not Board wants Developmental Center to submit an application for an ICF/IID level of care for Individual.
2. If Board indicates that it wants Developmental Center to submit an application for an ICF/IID level of care for Individual, Board and Developmental Center shall cooperate with each other in submitting the application.
3. When appropriate, and with the agreement of Board, Developmental Center shall assist Individual and/or Individual's guardian with an appeal of a denied ICF/IID level of care determination.

SECTION H. PAYMENT FOR SERVICES

1. As used in this Admission Agreement, "per diem cost of care" means Developmental Center's allowable per diem cost of care used for federal reimbursement under the ICF/IID program during Individual's period of admission. Developmental Center's per diem cost of care is subject to change in July of each year. Developmental Center's per diem cost of care and any change thereof shall be set forth in each Individual's Individual Agreement.

2. Upon Individual's admission, Board shall pay the amounts set forth in the Individual Agreement Letter. DODD (Central Office) shall invoice Board monthly and payment shall be due within 30 days of the date of the invoice.
3. If Board does not request that Developmental Center submit an application for an ICF/IID level of care for Individual, the Board shall pay the full amount of Developmental Center's per diem cost of care from the date of admission. Individual shall retain a personal needs allowance from his or her personal resources in accordance with O.R.C. Chapter 5121. Individual's residual personal resources shall be forwarded to Board to be applied toward Individual's cost of care.
4. If the Board requests that Developmental Center submit an application for an ICF/IID level of care for Individual, payment shall be made as follows:
 - a. Until an ICF/IID level of care for Individual is received the Board shall pay an amount equal to Developmental Center's state match percentage multiplied by the amount obtained by subtracting Individual's patient liability from Developmental Center's per diem cost of care. Developmental Center's state match percentage is subject to change in October of each year. Developmental Center's state match percentage and any change thereof shall be set forth in each Individual's Individual Agreement. Individual's patient liability shall be determined in accordance with O.A.C. 5101:1-39-24 and shall be paid to Developmental Center. Individual shall receive a personal needs allowance in accordance with O.A.C. 5101:1-39-24.
 - b. Upon receipt of a decision that the Individual meets the ICF/IID level of care, Developmental Center shall reconcile Board payments already received by Developmental Center as specified in this section H.4.b. If the amounts received from Board and ODJFS are less than Developmental Center's per diem cost of care minus Individual's patient liability, Board shall pay Developmental Center the difference. If the amounts received from Board and ODJFS are greater than Developmental Center's per diem cost of care minus Individual's patient liability, Developmental Center shall credit Board with the difference for future care or refund the difference to Board.
 - c. After reconciliation under section H.4.b., Board shall pay the full amount of Developmental Center's per diem cost of care minus Individual's patient liability from the date of reconciliation less any payments received from ODJFS. Individual's patient liability shall be determined in accordance with O.A.C. 5101:1-39-24 and shall be paid to Developmental Center. Individual shall receive a personal needs allowance in accordance with O.A.C. 5101:1-39-24.
5. If Individual is denied an ICF/IID level of care, Board shall pay Developmental Center the full amount of Developmental Center's per diem cost of care from date of admission less any previous payments received from Board. Future invoices shall be for the full amount of Developmental Center's per diem cost of care. Individual shall retain a personal needs allowance from his or her personal resources in accordance with O.R.C. Chapter 5121. Individual's residual personal resources shall be forwarded to Board to be applied toward Individual's cost of care.
6. For the purpose of this Admission Agreement, a "State-Funded Bed" means a bed funded by the Ohio Department of Developmental Disabilities. The beds being used by Individuals under this Admission Agreement are hereinafter referred to as "Board-Funded Beds." If a State-Funded Bed becomes available, Developmental Center has discretion on whether to keep the bed open or

to fill the bed with another person. When a State-Funded Bed becomes available to an Individual subject to this Admissions Agreement with an approved ICF/IID level of care who is in a Board-Funded Bed such Individual shall be given priority for the vacancy over any other Individual in a Board-Funded Bed on a first admitted, first served basis. Once a State-Funded Bed is awarded to such Individual, Board's obligation under this Admission Agreement for that Individual terminates. Developmental Center, in its sole discretion, has the right to determine whether and how to fill a vacant State-Funded Bed based on anticipated emergency needs, court-ordered admissions or any other ground that Developmental Center deems relevant.

SECTION I: TEMPORARY NATURE OF ADMISSION

1. Individual's admission to Developmental Center is considered temporary except by agreement of Board and Developmental Center. A discharge plan is required to be submitted prior to the approval of the admission. Board shall arrange for Individual's return home or arrange a suitable alternative living arrangement for Individual by the earliest of the following dates:
 - a. 60 days after Developmental Center recommends placement in a less restrictive living environment;
 - b. The end of the time period specified in Individual's Individual Agreement unless extended by agreement of Board and Developmental Center; or
 - c. The date this Admission Agreement ends as specified in Section B or is terminated prior thereto pursuant to Section J unless extended by agreement of Board and Developmental Center.
2. Developmental Center shall work cooperatively with Board in arranging services with an alternate provider. Such cooperation shall include, but is not limited to, copying and distributing Individual's financial and/or service records to and consulting with potential alternate providers regarding Individual's service needs, provided that Individual or Individual's guardian, as applicable, consents in writing to the release of this information.
3. At the termination of this Admission Agreement, unless Individual has been discharged prior thereto, Developmental Center shall discharge Individual unless this Admission Agreement has been extended or a new Admission Agreement reached.

SECTION J: TERMINATION OF AGREEMENT

1. At any time prior to its end date, either party may terminate this Admission Agreement with or without cause by giving fourteen (14) days written notice to the other party.
2. In the event this Admission Agreement is terminated pursuant to paragraph 1 of this section, and upon Board's request, Developmental Center shall continue to provide services in accordance with the terms of this Admission Agreement until Board has arranged for alternative services for Individual or for a period of fourteen (14) days after the date of termination, whichever period is shorter, provided that in no event shall Developmental Center provide services to Individual past the end date specified in Section B.

SECTION K. CERTIFICATION OF FUNDS

1. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Admission Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Developmental Center gives Board written notice that such funds have been made available to Developmental Center by Developmental Center's funding source.

SECTION L. RELATIONSHIP OF PARTIES

1. Board and Developmental Center agree that, during the term of this Admission Agreement, Developmental Center shall be engaged by Board solely on an independent contractor basis. Each party is solely responsible for all its business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes and withholdings, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. Neither Board nor its personnel shall be at any time or for any purpose, be considered agents, servants or employees of Developmental Center or the State of Ohio.
2. Nothing herein shall be construed to imply, by reason of Developmental Center's engagement hereunder on an independent contractor basis, that Board shall have or may exercise any right of control over Developmental Center with regard to the manner or method of Developmental Center's performance of services hereunder.
3. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

SECTION M. CONFLICTS OF INTEREST AND ETHICS AND LEGAL COMPLIANCE

1. No personnel of Board or Developmental Center or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Admission Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Admission Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Admission Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Board and Developmental Center in writing. Thereafter, he or she shall not participate in any action affecting the work under this Admission Agreement, unless Board and Developmental Center shall determine in their sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
3. Board and Developmental Center each represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Admission Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2011-03K.

Board and Developmental Center each further represents, warrants, and certifies that neither Board or Developmental Center nor any of its employees shall do any act that is inconsistent with such laws and Executive Order. The Governor's Executive Orders may be found by accessing the following website: <http://governor.ohio.gov/ExecutiveOrders.aspx>

4. Board and Developmental Center each represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.
5. Board and Developmental Center each represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25.
6. Board and Developmental Center each represents and warrants that neither it nor any of its employees or agents are excluded from participation under any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(D), for the provision of items or services for which payment may be made under a federal health care program; Board has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Board or Developmental Center knows is excluded from participation in any federal health care program, and no final adverse action, as defined under 42 USC Section 1320a-7e(g) has occurred or is pending against Board or Developmental Center or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Admission Agreement (collectively, "Exclusions/Adverse Actions"). Board and Developmental Center shall notify the other of any Exclusions/Adverse Actions within five (5) business days of its learning of such Exclusions/Adverse Actions.
7. Board and Developmental Center shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of their employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
8. Board and Developmental Center each represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in O.R.C. Section 5123.081(E).

SECTION N. NONDISCRIMINATION

1. Pursuant to O.R.C. Section 125.111, Board and Developmental Center each agrees that Board, Developmental Center, any subcontractor, and any person acting on behalf of Board or Developmental Center or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Admission Agreement.
2. Board and Developmental Center each further agrees that Board, Developmental Center, any subcontractor, and any person acting on behalf of Board or Developmental Center or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Admission Agreement on account of race, color, religion, sex, age, national origin, veteran status or disability.
3. Board and Developmental Center shall not discriminate in the provision of services on account of race, color, religion, sex, age, natural origin, veteran status or disability.

SECTION O. COMPLIANCE WITH LAWS

1. Board and Developmental Center, in the execution of duties and obligations under this Admission Agreement, agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

SECTION P. CONFIDENTIALITY

1. All data, reports and information prepared or received by Board or Developmental Center shall be used only for the services to be provided under this Admission Agreement. All discussions with Developmental Center and Board personnel are confidential. Each party agrees to maintain the confidentiality of all such information and will not release such information without the prior written authorization of Developmental Center.
2. All provisions under this section survive the expiration or termination of this Admission Agreement.

SECTION Q. ENTIRE AGREEMENT/WAIVER

1. This Admission Agreement and the Addenda to this Admission Agreement contain the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
2. This Admission Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
3. A waiver by any party of any breach or default by the other party under this Admission Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

SECTION R. NOTICES

1. All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below:

Gallipolis Developmental Center
Susan Engle, Superintendent
2500 Ohio Avenue
Gallipolis, Ohio 45631

Athens County Board of DD
Kevin Davis, Superintendent
801 West Union Street
Athens, Ohio 45701

SECTION S. SEVERABILITY

1. The provisions of this Admission Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

SECTION T. CONTROLLING LAW

1. This Admission Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have

jurisdiction over any action or proceeding concerning the Admission Agreement and/or performance there under.

SECTION U. SUCCESSORS AND ASSIGNS

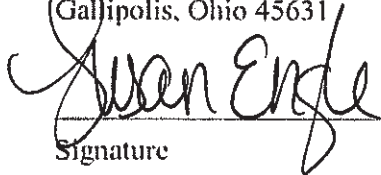
1. Neither this Admission Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Board, without the prior written consent of Developmental Center.

SECTION V. ACCESS TO PREMISES


1. Board acknowledges that all packages and bags brought into or taken from Developmental Center premises may be subject to inspection by security, supervisory and management personnel. Video surveillance may also be used to assist in the protection of individuals, staff and property.

IN WITNESS WHEREOF, the parties hereto have caused this Admission Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Gallipolis Developmental Center
Susan Engle, Superintendent
2500 Ohio Avenue
Gallipolis, Ohio 45631

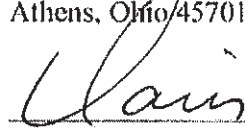


Signature

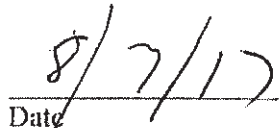


Date

Athens County Board of DD
Kevin Davis, Superintendent
801 West Union Street
Athens, Ohio 45701



Signature



Date

Approved as to form:

  7/26/17

Keller J. Blackburn / Pros. Attorney Date

Exhibit 3

Memorandum
Of
Understanding
Between
The Athens County Board of Developmental Disabilities
And
The ATCO-Beacon Education Association

The Athens County Board of Developmental Disabilities (hereinafter referred to as “Board) and the ATCO-Beacon Education Association (hereinafter referred to as “Association”) agree to extend the collective bargaining agreement dated February 22, 2017-February 21, 2019 from February 21, 2019 to August 21, 2019.

Along with the extension, the Board and Association also agree to increase the base salary .5% on August 21, 2017, and moving the February 21, 2018 raise of 2.5% and step addition to August 21, 2018.

The Board and Association also agree to the following changes in Article 8.01, Section E.

- E. The base salary on all salary schedules shall be increased by the following: 2% effective February 22, 2017, **.5% effective August 21, 2017** and 2.5% effective ~~February 22, 2018~~ **August 21, 2018**.

For the Board

Date

For the Association

Date

Exhibit 3

	Current Contract	Proposed
February 22, 2017	2% + step received – adjustments made to current cycle (Aug-Aug) proration	
August 2017	No increase, but a second adjustment will be needed for 2017-18 academic year proration cycle	Addition of ½% increase (no step) to be added to the proration adjustment plus agreement to extend contract through Aug 2019
February 22, 2018	2.5% + step due – adjustments will be necessary for the August – August proration cycle	No increase. No proration adjustment needed.
August 2018	No increase, but a second adjustment will be needed for 2018-19 academic year proration cycle	2.5% + step due. Contract continues through August 2019.
Considerations	<ul style="list-style-type: none"> • 2 year contract • 4.5% increases plus 2 steps • Administratively burdensome with at least 4 adjustments required due to mid-cycle adjustments and proration cycles – more depending on 2019 negotiation results 	<ul style="list-style-type: none"> • 2 ½ year contract • 5% increases plus 2 steps • Administratively more efficient reducing number of adjustments from 4-5 to 3 with the goal of maintaining the academic cycle (1 vs 2 adjustments every yr)
New Hires at Beacon on 182 day year	Procedurally, ACBDD offers proration to new employees who start middle of academic year, which can be confusing – higher percentage of pay must be held back in order to cover summer months	Any new 182 day employee beginning any time after beginning of the regular cycle will not be prorated during that year cycle. Will offer to withhold premiums at a rate to cover summer months
ATCO closure		Stop proration starting with August 2018 cycle. Pay would be on hourly basis at current hourly rates from August through December 2018 to avoid any overage payments due to proration cycles.

Manual: Admin
Adopted: 10/28/98
Revised: 2/21/06; 7/27/07,
2/25/14; 0000
Effective: 10/28/98; 2/21/06,
2/25/14

53. MAJOR UNUSUAL INCIDENT/UNUSUAL INCIDENT

POLICY

Athens County Board of Developmental Disabilities (ACBDD) employees, and any person providing services to individuals with developmental disabilities, irrespective of the setting, is mandated to report all suspected abuse and neglect incidences.

The purpose of this policy is to define and establish a system in order to recognize, report, review and investigate allegations of abuse and neglect, major unusual incidents (MUI) and unusual incidents (UI).

All licensed or certified service providers shall record the occurrence of unusual incidents and make such records available to the county board upon request. When an unusual incident occurs while an individual is receiving services from the county board, the county board shall record the unusual incident(s) and make available to licensed agency providers, independent providers and ICF/DDs upon request.

Reports made under section 5123.61 of the Revised Code and this rule are not public records as defined in section 149.43 of the Revised Code. Records may be provided to parties authorized to receive them in accordance with sections 5123.613 and 5126.044 of the Revised Code, to any governmental entity authorized to investigate the circumstances of the alleged abuse, neglect, misappropriation, or exploitation and to any party to the extent that release of a record is necessary for the health and welfare of the individual.

Intermediate Care Facilities for the Developmental Disabilities (ICF/DD) unusual incidents or major unusual incident for individuals who are living in an ICF/DD reports are to be made available immediately to the administrator or appointed administrator (exception if the administrator has been identified as the PPI). The ICF/DD's are required to follow federal guidelines that include the ICF/DD's to be notified of all incidents that occur immediately.

The ACBDD per ORC 5126.058 has incorporated the Memorandum of Understanding between mandated subscribers.

The ACBDD contracts with the Southern Ohio Council of Governments (SOCOG) to conduct Major Unusual Incident Investigations and Major Unusual Incident Reviews.

The ACBDD shall follow the requirements in OAC 51262-17-03 for the Abuse Registry.

All licensed or certified service providers including staff of the Athens County Board of DD shall report all alleged, suspected, or actual occurrences of major unusual incidents to the county board immediately, but no later than four (4) hours, following the service provider's or county board's initial notification of the occurrence. All incident reports are to be submitted by 3:00 P.M. the following working day; the UI/MUI Coordinator/Designee will submit the preliminary information on the Ohio Department of Developmental Disabilities Incident Tracking System (ITS).

Failure to report incidents that pose a risk to individuals' health and welfare may result in penalties under Ohio Law, contract terminations, and for county board employees, disciplinary actions. Failure to cooperate in an investigation or incident review may result in disciplinary action.

UI/MUI PROCEDURES

A. DEFINITIONS

1. "Administrative investigation" means the gathering and analysis of information related to a major unusual incident so that appropriate action can be taken to address any harm or risk of harm and prevent recurrence. There are three administrative investigation procedures (Appendix A, Appendix B, and Appendix C) that correspond to the three categories of major unusual incidents.
2. "Agency provider" means a provider, certified or licensed by the department or a provider approved by the Ohio Department of Medicaid to provide services under the transitions developmental disabilities waiver, that employs staff to deliver services to individuals and who may subcontract the delivery of services. "Agency provider" includes a county board while providing specialized services.
3. "At-risk individual" means an individual whose health or welfare is adversely affected or whose health or welfare may reasonably be considered to be in danger of being adversely affected.
4. "County board" means a county board of developmental disabilities as established under Chapter 5126. of the Revised Code or a regional council of governments as established under Chapter 167 of the Revised Code when it includes at least one county board.
5. "Department" means the Ohio Department of Developmental Disabilities.
6. "Developmental center" means an intermediate care facility under the managing responsibility of the department.
7. "Developmental disabilities employee" means any of the following:
 - (a) An employee of the department
 - (b) An employee of a county board

- (c) An employee of an agency provider in a position that includes providing specialized services to an individual; or
 - (d) An independent provider.
- 8. "Incident report" means documentation that contains details about a major unusual incident or an unusual incident and shall include, but is not limited to:
 - (a) Individual's name;
 - (b) Individual's address;
 - (c) Date of incident;
 - (d) Location of incident;
 - (e) Description of incident;
 - (f) Type and location of injuries;
 - (g) Immediate actions taken to ensure health and welfare of individual involved and any at-risk individuals;
 - (h) Name of primary person involved and his or her relationship to the individual;
 - (i) Names of witnesses;
 - (j) Statements completed by persons who witnessed or have personal knowledge of the incident;
 - (k) Notifications with name, title, and time and date of notice;
 - (l) Further medical follow-up; and
 - (m) Name of signature of person completing the incident
- 9. "Incident tracking system" means the department's web-based system for reporting major unusual incidents.
- 10. "Independent provider" means a self-employed person who provides services for which he or she must be certified under rule 5123:2-2-01 of the Administrative Code or a self-employed person approved by the Ohio Department of Medicaid to provide services under the transitions developmental disabilities waiver and does not employ, either directly or through contract, anyone else to provide the services.
- 11. "Individual" means a person with a developmental disability.
- 12. "Individual served" means an individual who receives specialized services.
- 13. "Intermediate care facility" means an intermediate care facility for individuals with intellectual disabilities as defined in rule 5123:2-7-01 of the Administrative Code.
- 14. "Investigative agent" means an employee of a county board or a person under contract with a county board who is certified by the department to conduct administrative investigations of major unusual incidents.
- 15. "Major unusual incident" means the alleged, suspected, or actual occurrence of an incident when there is reason to believe the health or welfare of an

individual may be adversely affected or an individual may be placed at a likely risk of harm, if such individual is receiving services through the developmental disabilities service delivery system or will be receiving such services as a result of the incident. There are three categories of major unusual incidents that correspond to three administrative investigation procedures delineated in Appendix A, Appendix B, and Appendix C to this rule:

(a) **Appendix A**

- (i) Accidental or suspicious death. "Accidental or suspicious death" means the death of an individual resulting from an accident or suspicious circumstances.
- (ii) Exploitation. "Exploitation" means the unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.
- (iii) Failure to report. "Failure to report" means that a person, who is required to report pursuant to section 5123.61 of the Revised Code, has reason to believe that an individual has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition of such a nature as to reasonably indicate abuse, misappropriation, or exploitation that results in a risk to health and welfare or neglect of that individual, and such person does not immediately report such information to a law enforcement agency, a county board, or in the case of an individual living in a developmental center, either to law enforcement or the Department. Pursuant to division (C)(1) of section 5123.61 of the Revised Code, such report shall be made to the department and the county board when the incident involves an act or omission of an employee of a county board.
- (iv) Misappropriation. "Misappropriation" means depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Revised Code, including Chapters 2911 and 2913 of the Revised Code.
- (v) Neglect. "Neglect" means when there is a duty to do so, failing to provide an individual with any treatment, care, goods, supervision, or services necessary to maintain the health or welfare of the individual.
- (vi) Peer-to-peer act. "Peer-to-peer act" means one of the following incidents involving two individuals served:
 - (a) Exploitation which means the unlawful or improper act of using an individual or an individual's resources for

monetary or personal benefit, profit, or gain.

- (b) Theft which means intentionally depriving another individual of real or personal property valued at twenty dollars or more or property of significant personal value to the individual.
- (c) Physical act that occurs when an individual is targeting, or firmly fixed on another individual such that the act is not accidental or random and the act results in an injury that is treated by a physician, physician assistant, or nurse practitioner. Allegations of one individual choking another or any head or neck injuries such as a bloody nose, a bloody lip, a black eye, or other injury to the eye, shall be considered major unusual incidents. Minor injuries such as scratches or reddened areas not involving the head or neck shall be considered unusual incidents and shall require immediate action, a review to uncover possible cause/contributing factors, and prevention measures.
- (e) Sexual act which means sexual conduct and/or contact for the purpose of sexual gratification without the consent of the other individual.
- (e) Verbal act which means the use of words, gestures, or other communicative means to purposefully threaten, coerce, or intimidate the other individual when there is the opportunity and ability to carry out the threat.
- (vii) Physical abuse. "Physical abuse" means the use of physical force that can reasonably be expected to result in physical harm or serious physical harm as those terms are defined in section 2901.01 of the Revised Code. Such force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.
- (viii) Prohibited sexual relations. "Prohibited sexual relations" means a developmental disabilities employee engaging in consensual sexual conduct or having consensual sexual contact with an individual who is not the employee's spouse, and for whom the developmental disabilities employee was employed or under contract to provide care or supervise the provision of care at the time of the incident.
- (ix) Rights code violation. "Rights code violation" means any violation of the rights enumerated in section 5123.62 of the Revised Code that creates a likely risk of harm to the health or welfare of an individual.

- (x) Sexual abuse. "Sexual abuse" means unlawful sexual conduct or sexual contact as those terms are defined in section 2907.01 of the Revised Code and the commission of any act prohibited by Chapter 2907. of the Revised Code (e.g., public indecency, importuning, and voyeurism).
- (xi) Verbal abuse. "Verbal abuse" means the use of words, gestures, or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual.

(b) **Appendix B**

- (i) Attempted suicide. "Attempted suicide" means a physical attempt by an individual that results in emergency room treatment, in-patient observation, or hospital admission.
- (ii) Death other than accidental or suspicious death. "Death other than accidental or suspicious death" means the death of an individual by natural cause without suspicious circumstances.
- (iii) Medical emergency. "Medical emergency" means an incident where emergency medical intervention is required to save an individual's life (e.g., **choking relief techniques such as back blows, cardiopulmonary resuscitation**, epinephrine auto injector usage, or intravenous for dehydration).
- (iv) Missing individual. "Missing individual" means an incident that is not considered neglect and an individual's whereabouts, after immediate measures taken, are unknown and the individual is believed to be at or pose an imminent risk of harm to self or others. An incident when an individual's whereabouts are unknown for longer than the period of time specified in the individual service plan that does not result in imminent risk of harm to self or others shall be investigated as an unusual incident.
- (v) Significant injury. "Significant injury" means an injury of known or unknown cause that is not considered abuse or neglect and that results in concussion, broken bone, dislocation, second or third degree burns or that requires immobilization, casting, or five or more sutures. Significant injuries shall be designated in the incident tracking system as either known or unknown cause.

(c) **Appendix C**

- (i) Law enforcement. "Law enforcement" means any incident that results in the individual served being arrested, charged, or incarcerated.

- (ii) Unapproved behavior support. "Unapproved behavior support" means the use of an aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code or an aversive strategy implemented without approval by the human rights committee or behavior support committee or without informed consent, that results in a likely risk to the individual's health and welfare. An aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code that does not pose a likely risk to health and welfare shall be investigated as an unusual incident.
 - (iii) Unscheduled hospitalization. "Unscheduled hospitalization" means any hospital admission that is not scheduled unless the hospital admission is due to a pre-existing condition that is specified in the individual service plan indicating the specific symptoms and criteria that require hospitalization.
- 16. "Primary person involved" means the person alleged to have committed or to have been responsible for the accidental or suspicious death, exploitation, failure to report, misappropriation, neglect, physical abuse, prohibited sexual relations, rights code violation, sexual abuse, or verbal abuse.
 - 17. "Provider" means an agency provider or independent provider that provides specialized services.
 - 18. "Qualified intellectual disability professional" has the same meaning as in 42 C.F.R. 483.430 (October 1, 2012).
 - 19. "Specialized services" means any program or service designed and operated to serve primarily individuals, including a program or service provided by an entity licensed or certified by the department.
 - 20. "Unusual incident" means an event or occurrence involving an individual that is not consistent with routine operations, policies and procedures, or the individual's care or individual service plan, but is not a major unusual incident. Unusual incident includes, but is not limited to, dental injuries; falls; an injury that is not a significant injury; medication errors without a likely risk to health and welfare; overnight relocation of an individual due to a fire, natural disaster, or mechanical failure; an incident involving two individuals served that is not a peer-to-peer act major unusual incident; and rights code violations or unapproved behavior supports without a likely risk to health and welfare.
 - 21. "Working day" means Monday, Tuesday, Wednesday, Thursday, or Friday except when that day is a holiday as defined in section 1.14 of the Revised Code.

B. PROCEDURES FOR NOTIFICATION AND REPORTING REQUIREMENTS FOR MAJOR UNUSUAL INCIDENTS

1. Immediately upon identification or notification of a major unusual incident, the provider shall take all reasonable measures to ensure the health and welfare of at-risk individuals. The provider and county board shall discuss any disagreements regarding reasonable measures in order to resolve them. If the provider and county board are unable to agree on reasonable measures to ensure the health and welfare of at-risk individuals the department shall ensure the health and welfare of at-risk individuals and the department shall make the determination. Such measures shall include:
 - a. Upon identification of an MUI that involves a sexual abuse allegation:
 - i. Provider, MUI Coordinator, or contracted entity shall report the incident immediately to law enforcement and request immediate assistance
 - ii. Assist the individual to the local emergency room if the individual is injured, but inform law enforcement so an officer can meet the individual at the hospital.
 - iii. MUI coordinator/designee shall contact the supervisor or the provider and recommend that the PPI be reassigned as soon as possible to a non-direct care duty or placed on administrative leave pending the outcome of the investigation
 - b. Physical abuse allegation- follows the recommendations listed above under Sexual Abuse
 - c. Verbal abuse- re-assign the PPI to another non-direct care task until the investigation is completed, if applicable. The PPI can continue to work if the situation is warranted and the supervisor monitors the PPI (each verbal abuse allegation is different, the supervisor will decide what immediate action shall be taken to ensure the health and welfare of individual)
 - d. Neglect- Individual received injuries due to PPI neglect, re-assign the PPI immediately to non-direct care duties or place on administrative leave pending the outcome of the investigation
 - i. Contact law enforcement if the alleged neglect circumstance involves possible criminal activity
 - e. Misappropriation- The PPI shall not have any access to the funds of any individual until the investigation is completed.
 - i. Reassign another provider or staff to monitor the individual's funds by establishing a new Payee.

- ii. Reassignment of the PPI shall depend upon the recommendation of the supervisor and/or the UI/MUI Coordinator/designee
- f. The UI/MUI coordinator/designee can make a recommendation to ensure the health and welfare of the individual or group of individuals to a provider for any PPI that has been named as harming or suspected of causing harm an individual or group of individuals.
- g. If an individual provider has been identified as the PPI for any of the MUIs that are listed below, the UI/MUI coordinator will contact the individual provider, and request that they not have any contact with the individual, until the administrative or criminal investigation has been completed. The individual's Services and Support Specialist (SSS) will assist the individual in choosing another provider if applicable
 - i. Physical
 - ii. Sexual
 - iii. Misappropriation
 - iv. Neglect
 - v. Prohibited sexual relationship
 - vi. Verbal
 - vii. Failure to Report a major unusual incident

Reports of MUIs involving abuse, neglect, exploitation, misappropriation, or death, attempted suicide, failure to report, law enforcement, missing individual, peer-to-peer acts, and prohibited sexual relations shall be filed in all cases regardless of where the incident occurred, and all requirements of this rule shall be followed. Reports regarding the remaining categories of MUIs shall be filed and the requirements of this rule followed only when the incident occurs in a program operated by a county board or when the individual is being served by a licensed or certified provider.

- 2. The provider shall immediately but not later than four hours of the initial knowledge of the incident notify the Athens County Board of DD by one of the following ways: contacting the Athens County Board on call, contacting the MUI Coordinator, or contacting the assigned SSA by telephone. It is noted the provider MUST make contact with one of the listed ACBDD employees, as leaving a message or faxing an unusual incident does not merit notification under any of the following circumstances:
 - a. The Major Unusual Incident requires notification of Law Enforcement Agency;
 - b. The Major Unusual Incident requires notification of a Children Services Agency;
 - c. The provider has received inquiries from the media regarding a Major Unusual Incident that has not been previously reported; or

- d. The Major Unusual Incident raises immediate concerns regarding the individual's health and welfare such that more immediate notification regarding the incident is necessary.
- 3. The provider shall submit a written incident report to the Athens County Board of DD by 3:00 P.M. the next working day following the provider's initial knowledge of any Major Unusual Incident. This report shall be submitted in a format prescribed by the Ohio Department of Developmental Disabilities. This form shall be available in all the county board offices.
- 4. Failure to Report

When a mandated reporter fails to report suspected abuse, neglect, or misappropriation as required by ORC 5123.61, they are guilty of a misdemeanor of the fourth degree. If the unreported abuse, neglect, or misappropriation constitutes a felony then the individual is guilty of a misdemeanor of the second degree.

Any ACBDD employee as defined in ORC 5123.60 who fails to report abuse, neglect, or misappropriation is additionally eligible to be included in the abuser registry established under ORC 5123.604.

- 5. Procedures for Responding to Anonymous Reports
 - a. Ask the caller for the individual's name, location and description of the incident.
 - b. Ask the caller if they have other information that may be helpful.
 - c. Next, contact law enforcement if the information reveals the individual's health and welfare is in danger or is injured and needs immediate medical attention. Report to law enforcement the information received and request an officer to complete a Well Check with an SSA staff present.
 - d. An SSA will visit the location with law enforcement and follow law enforcement's guidelines.
 - e. Evaluate and speak **with** the individual, assess, and observe for injuries
 - f. If the information reported from the anonymous caller does not contain information that warrants law enforcement contact, two staff from the county board will visit the location and speak with the victim. If a family member or person who is speaking on behalf of the individual refuses to allow the county board staff to speak with the victim and the situation is not a MUI or life threatening, staff will offer services and provide the person with county board contact information.

C. COURT ORDERED PROTECTIVE SERVICES

Section 5126.33 of the ORC authorizes a County Board of DD to file a complaint with the Probate Court of the county in which the adult with developmental disabilities (the "adult") resides for a court order authorizing the board to arrange for protective services. A complaint for protective services is filed when the following conditions exist:

- a. An adult with a developmental disability is at substantial risk of harm or death as a result of abuse, neglect, or exploitation.
 - b. The adult does not have the ability to make decisions concerning food, clothing, shelter, health care, or other necessities.
 - c. The adult is in need of services.
 - d. No one is able or authorized by law to consent to services. Protective services are defined as services provided by a Board of DD to an adult to prevent and correct conditions resulting from abuse, neglect, and exploitation. Court-ordered protective services are only for an adult who is eligible for board services.
1. As soon as practical, but no later than four hours after becoming aware of a Major Unusual Incident, the provider shall verbally notify the legal guardian or advocate selected by the individual, unless the legal guardian or advocate is the primary person involved (PPI) that forms the basis for the reported incident. If the provider is unable to verbally notify the guardian or advocate, the provider shall document all efforts made to comply.
 2. Immediately upon identification or notification of an MUI, the provider or county board, when acting as the provider for the individual, shall take all reasonable measures to ensure the health and welfare of any at-risk individual.
 - a. The Law Enforcement Agency, as defined in the ORC Section 5123.61, having jurisdiction over the location at which the incident occurred if the Major Unusual Incident includes conduct that would constitute a possible criminal act, including abuse or neglect. This report shall be made immediately upon notification that the incident has occurred. (Note: the MUI Coordinator or designee after reviewing the incident and it is determined the information meets criteria for a MUI that law enforcement needs contacted; such action will be implemented ASAP) If the incident is forwarded to SOCOG or the DODD MUI Unit and the MUI Coordinator or Designee receives confirmation from these two entities to confirm the incident is an MUI, the MUI Coordinator/Designee will contact law enforcement and report the incident or provide direction to the reporting staff to do so.
 - b. The local Children Services Agency and Municipal or County Peace Officer in the County in which the individual resides pursuant to the ORC. Section 2151.421, if the individual is under twenty-one years of age and meets the definition of an

abused or neglected child as defined in the ORC. Section 2151.03 and 2151.031. This report shall be made no later than four hours after the County Board's receipt of the initial notification from the provider pursuant to paragraph (D) (4) of this policy.

- c. The Service and Support Specialist, unless that person is the primary person involved (PPI), **who** forms the basis for the reported incident.
 - d. When an incident occurs at a program operated by a County or County Board contracting entity, the licensed or certified provider of Residential or Supported Living services where the individual resides.
 - e. Notification of Coroner. Section 313.12 of the Ohio Revised Code sets forth the requirements for notification of the Coroner. With the passage of Senate Bill 178, effective January 30, 2004, section 313.12 has been expanded to include reporting the death when "any mentally retarded person or developmentally disabled person dies regardless of the circumstances" to the Coroner. Therefore, all deaths that are investigated by the County Boards of DD and the state-operated developmental centers should have already been reported to the Coroner by mandated reporters: the attending physician, emergency medical services personnel, law enforcement, or funeral director (see attachment 3).
3. The provider or county board staff shall immediately, but no later than four hours after discover of the incident, notify UI/MUI coordinator or designee through means identified by the county board of the following incidents or allegations:
- a. Accidental or suspicious death
 - b. Exploitation
 - c. Misappropriation
 - d. Neglect
 - e. peer-peer to acts
 - f. physical abuse
 - g. sexual abuse
 - h. verbal abuse; and
 - i. when the provider has received an inquiry from the media regarding a major unusual incident

For all MUIs, all agency providers, **independent providers**, and county boards as a provider shall submit a written incident report to the UI/MUI coordinator no later than 3:00 p.m. the next working day following initial knowledge of a potential or determined MUI. The report shall be submitted in a format prescribed by the department.

The UI/MUI coordinator/designee shall enter preliminary information regarding the incident on the ITS and in the manner prescribed by the department by 3:00 p.m. on the working day following notification by the provider or becoming aware of the MUI.

When a provider has placed an employee on leave or otherwise taken protective action pending the outcome of the investigation, the county board or department, as applicable, shall keep the provider apprised of the status of the investigation so that the provider can resume normal operations as soon as possible consistent with the health and welfare of any at-risk individual.

The county board shall have a system that is available twenty-four hours a day, seven days a week, to receive and respond to all reports required by this rule. The county board shall communicate this system in writing to all providers in the county and to the department.

The provider or county board shall immediately report to the law enforcement entity having jurisdiction of the location where the incident occurred, any allegation of abuse, including misappropriation, or neglect, which may constitute a criminal act. The county board shall ensure the notification has been made.

All allegations of abuse or neglect as defined in Section 2151.03 and Section 2151.031 of the Revised Code of an individual under the age of twenty-one years shall be immediately reported to the local public children's service agency. The notification may be made by the provider or the county board. The county board shall ensure the notification has been made.

The provider, including a county board as a provider, shall make the following notifications, as applicable, when the incident or discovery of the incident occurs when such provider has responsibility for the individual. The notification shall be made on the same day the incident or discovery of the incident occurs and include immediate actions taken.

- a. Guardian or advocate selected by the individual or other person whom the individual has identified
- b. Service and Support Administrator serving the individual
- c. Licensed or certified residential provider
- d. Staff or family living at the individual's home who have responsibility for the individual's care

All notification or efforts to notify shall be documented. The county board shall ensure that all required notifications have been made.

Notification shall not be made if the person to be notified is the PPI, the PPI's spouse, or the PPI's significant other.

Notification to a person is not required when the report comes from such person or in the case of a death when the family is already aware of the death.

In any case where law enforcement has been notified of an alleged crime, the department may provide notification of the incident to any other provider, developmental center, or county board for whom the PPI works, for the purpose of ensuring the health and safety of any at-risk individual. The notified provider or

county board shall take such steps necessary to address the health and welfare needs of any at-risk individual and may consult the department in this regard. The department shall inform any notified entity as to whether the incident is substantiated. Providers, developmental centers, or county boards employing a PPI shall notify the department when they are aware that the PPI works for another provider.

4. The Ohio Department of Developmental Disabilities shall notify Ohio Legal Rights Service of all reported allegations of abuse, neglect, and Major Unusual Incidents in accordance with The ORC Section 5123.604.
5. The Athens County Board of DD MUI Coordinator or Designee shall serve as the contact person to receive and manage the report receipt process during normal business hours. For emergencies or after hours and holidays the Emergency Pager Number can be contacted and an SSA will assist the caller as applicable. Board employees, contracted providers, and families will be given these numbers.
6. Each department within the Athens County Board will enter all incidents for their department on an Unusual Incident Log/into the Gatekeeper system. The log will be reviewed monthly to determine if there are any trends or patterns that need addressed. Each department will send the UI log that has been signed by a designee and dated upon that review, each month to the ACBDD UI/MUI coordinator. The ACBDD UI/MUI coordinator then reviews the logs to ensure there are no missed MUIs or missed trends or patterns.

Upon determination of an MUI, the Investigative Agent from the contracted entity/SOCOG will complete the MUI Investigation according to the required protocol.

The investigative agent has 42 calendar days, or 30 business days, to complete their investigation. The investigative agent for SOCOG is responsible for scheduling interviews, gathering documentation, and other actions necessary to complete the investigation per the requirements mandated by the OAC 5123:2-17-02.

After reviewing the report, if the UI/MUI Coordinator determines the report is not in compliance, the coordinator will respond in writing to the Investigative Agent and list the reason(s) for rejecting the report. Upon submission of an accepted report, the coordinator will sent this acceptance in writing to SOCOG.

7. If the provider is a Developmental Center, all reports required by this policy shall be made directly to the Ohio Department of Developmental Disabilities or as specified by the Ohio Department of Developmental Disabilities.

D. INVESTIGATING MAJOR UNUSUAL INCIDENTS

1. Immediately upon receipt of a report (determination has been made incident is a MUI) of a Major Unusual Incident, the UI/MUI Coordinator/Designee shall review the incident to ensure that the provider has taken all reasonable measures necessary to protect the health and safety of the individual(s) and determine whether any additional actions must be taken. The Athens County Board of DD may request that this review

be conducted by another County Board, SOCOG, DODD, or any other Government entity authorized to conduct investigations.

2. The Investigative Agent contracted through the SOCOG, shall immediately initiate the investigation **within twenty-four (24) hours** if the Major Unusual Incident involves any of the following:
 - a. Abuse, neglect, or misappropriation;
 - b. Any injury of an unknown or suspicious origin;
 - c. Suspicious or accidental death;
 - d. The individual cannot be located; or
 - e. Any other Major Unusual Incident the County Board determines should be investigated based on a review of the incident. The County Board can make a verbal request to the IA to collect written statements for any MUI the County Board determines this action is necessary.
3. The Athens County Board of DD shall employ at least one Investigative Agent or contract with a person or Government entity, including another County Board or Regional Council of Governmental, for the services of an Investigative Agent pursuant to the ORC. Section 5126.221 An Investigative Agent shall be certified by Ohio Department of Developmental Disabilities pursuant to rules adopted under the ORC Section 5126.25.
4. MUI Coordinator or designee will implement the following process to determine if an unusual incident meets criteria to be a major unusual incident. County board staff may assist the investigative agent by gathering documentation or enter information into the ITS or other administrative or clerical duties that are not specific to the investigative agent role.
 - a. The UI/MUI Coordinator or Designee makes the determination if an incident meets criteria for a MUI if it meets the following criteria:
 - i. Review the UI thoroughly to assess what is the risk to the individual's health and safety.
 - ii. Gather more information if necessary by contacting and speaking with the individual, provider, supervisor, or Service and Support Specialist.
 - iii. Ask for written statements **if necessary. These** written statements may be helpful later when making the determination after the information is gathered.
 - iv. **Review the Individual Service Plan (ISP) or Individual Educational Plan (IEP) or other plans such as, Behavior Support Plans and IHP-type of plans provided by ICF/DD.**

- v. Review all information obtained and if unable to make the determination contact either the Southern Ohio Council of Governments or the DODD MUI Regional Manager, and request assistance with making the determination.
 - vi. Once the UI has been determined it meets criteria for an MUI, start completing the documentation on the MUI Notification Form (see attached form).
 - vii. Complete the MUI Notification Form for SOCOG and forward to the COG with the incident report, ISP, BSP, and witness statements if collected with request for the investigative agent to conduct the investigation.
 - viii. To eliminate conflict in determining if an incident is a UI or MUI when it involves a county board staff, the MUI Coordinator may contact the MUI Unit Regional Manager by telephone to request assistance with determination.
5. Ohio Department of Developmental Disabilities may conduct a separate review or investigation of any Major Unusual Incident, or may request that a separate review or investigation be conducted by another County Board, Regional Council of Government, or any other entity authorized to conduct such investigations. If a separate investigation is conducted, the investigation shall be completed within thirty days, unless the investigation is being conducted by Law Enforcement Agency or local Children Services Agency.

Except when law enforcement or the public children's service agency is conducting the investigation, the investigative agent shall conduct all interviews for MUIs unless the investigator determines the need for assistance with interviewing an individual. For MUIs that occur in an ICF/DD, the investigative agent may utilize interviews conducted by the ICF/DD or conduct his/her own interviews. If the investigative agent determines the information is reliable, the investigative agent may utilize other information received from law enforcement, the public children's service agency, or providers in order to meet the requirements of this rule. If a requirement cannot be met, the investigative agent shall document that the requirement cannot be met and the reasons therefore.

Except when law enforcement or the public children's services agency has been notified and is considering an investigation, the county board shall immediately, but no later than twenty-four hours after discovery of any of the incidents listed below, commence and document the initiation of the investigation. If law enforcement or the public children's services agency notifies the county board that it has declined to investigate, the county board shall commence investigation within twenty-four hours of such notification.

- a. Abuse
- b. Exploitation
- c. Misappropriation
- d. Neglect
- e. Prohibited sexual relations

- f. Rights code violation
 - g. Suspicious or accidental death
 - h. Any other MUI the county board determines should be initiated immediately or within twenty-four hours.
6. A separate investigation shall be conducted if the following circumstances are present:
- a. The Major Unusual Incident includes an allegation that the person responsible for the incident is:
 - i. The Superintendent of a County Board or the Executive Director of a Regional Council of Government;
 - ii. A County Board management employee as specified in the ORC. Section 5126.22.
 - iii. A current member of a County Board appointed pursuant to the ORC. Section 5126.02; or
 - iv. A person having any known relationship with any of the persons specified in this policy.
 - b. The Major Unusual Incident includes an allegation that a Board employee is responsible for the death of an individual, has committed sexual abuse against an individual, or has committed any other abuse or neglect against an individual that has resulted in an emergency room visit or hospitalization.
 - c. The Board has requested that the Ohio Department of Developmental Disabilities conduct a separate investigation, and the department has determined that there is a reasonable basis for the request.
 - d. An individual, advocate selected by the individual, or the legal guardian, as applicable, or provider has made a complaint to Ohio Department of Developmental Disabilities regarding an investigation conducted by the Board and the department has determined that there is a reasonable basis for the complaint.
7. If the provider is an ICF/DD, the ICF/DD shall investigate all Major Unusual Incidents involving individuals receiving services from the ICF/DD. This investigation shall be conducted in accordance with all applicable Federal Regulations, including 42 C.F.R. 483.420.
8. If the Major Unusual Incident involves an individual residing in an ICF/DD, and the incident occurs at a program operated by the Board or a Board contracting entity, the Board shall be responsible for ensuring compliance with all requirements of this policy. This policy shall not affect the responsibility of an ICF/DD to investigate reports of abuse and neglect as required by Federal Regulations.

9. An ICF/DD, excluding a Developmental Center, shall submit to the Board its investigation report within fourteen days of becoming aware of a Major Unusual Incident. The MUI Coordinator reviews the report to ensure the report is in compliance with the OAC requirements set forth in 5123:2-17-02. If the report is in compliance the MUI Coordinator accepts the report and will forward a copy of the ICF/DD's MUI report/summary to the investigative agent. For all other MUIs the MUI Coordinator will request the investigative agent from SOCOG to complete an investigation implementing the required "Protocol" as required by the OAC 5123:2-17-02.

An ICF/DD is required to conduct an investigation regardless of where an incident involving an individual of the ICF/DD occurs. If the MUI involves an individual who resides in an ICF/DD, including a developmental center, and the incident occurs at a program operated by a county board, it is the responsibility of the ICF/DD to complete an investigation and assure that the investigation complies with federal guidelines. The investigative agent may utilize or conduct a separate investigation. Copies of the full investigation shall be provided to the ICF/DD and the county board. All requirements in the MUI rule shall be met. The department shall resolve any conflicts that arise. This paragraph shall not affect the responsibility of an ICF/DD to investigate all reports of abuse and neglect and to conduct an investigation in accordance with all applicable federal regulations; including 43 C.F.R. 483.420 (dated October 1, 2005).

When an agency provider, excluding a developmental center, conducts an internal review of an incident for which an MUI has been filed, the agency shall submit the results of its internal review of the incident, including statements and documents, to the county board within fourteen calendar days of the agency becoming aware of the incident.

All ACBDD employees shall cooperate with administrative investigations conducted by entities authorized to conduct investigations. Providers and county boards shall respond to requests for information within the timeframe requested. The timeframes identified shall be reasonable.

The investigative agent shall complete a report of the investigation and submit it for closure in the ITS within thirty working days unless the department grants an extension.

The report shall follow the format prescribed by the department. The investigative agent shall include the initial allegation, a list of persons interviewed and documents reviewed; a summary of each interview and document reviewed, and a findings and conclusions section, which shall include the cause and contributing factors to the incident and the facts that support the findings and conclusions.

10. MUI Written Summaries

No later than five calendar days following the closure of a case, via the ITS, the county board, cog, developmental center, or department shall provide a written summary of the investigation including the allegations, the facts and findings, including as applicable,

whether the case was substantiated or unsubstantiated, and preventive measures implemented in response to the incident to:

- a. The individual or individual's legal guardian or an advocate selected by the individual, as applicable.
- b. The licensed or certified provider and provider at the time of the incident.
- c. Service and Supports Specialist serving the individual or other person selected by the individual to coordinate services.
- d. In the case of an individual's death, the written summary shall be provided to the individual's family upon request.

The Southern Ohio Council of Governments (SOCOG) shall send all written summaries to required parties per the MUI rule.

The written summary shall not be provided to the PPI, the PPI's spouse, or the PPI's significant other. No later than five working days following the closure of a case, the county board shall make a reasonable attempt to notify the PPI as to whether the MUI has been substantiated, unsubstantiated/insufficient evidence, or unsubstantiated/unfounded.

The county board MUI coordinator or designee is responsible for communicating with the ICF/DD's administration or designee to ensure preventive plans have been completed and implemented.

11. Dispute MUI Summary Findings Procedure

An individual, individual's guardian, individual's advocate, or provider may dispute the findings by submitting a letter of dispute and supporting documentation to the county board superintendent, or to the director of the department if the department has conducted the investigation, within fifteen calendar days following receipt of the summary. An individual may receive assistance from any person selected by the individual to prepare a letter and provide supporting documentation.

The superintendent or designee or the director or designee, as applicable, shall consider the letter of dispute, the supporting documentation, and any other relevant information and issue a determination within thirty calendar days of such submission and take action consistent with such determination, including confirming or modifying the findings or directing that more information be gathered and the findings be reconsidered.

In cases where the letter of dispute has been filed with the county board, the disputant may dispute the final findings made by the county board by filing those findings and any documentation contesting such findings that are disputed with the director of the department within fifteen calendar days of the county board determination. The director will issue a decision within thirty calendar days.

12. Disciplinary Action

The employee's supervisor from the County Board will administer disciplinary action that the supervisor determines to be applicable. The Agency Provider employee's supervisor will handle disciplinary action that the supervisor determines to be applicable. (The county board administration can request a Provider Compliance Review for Agency Providers and Independent Providers to be completed either by the SOCOG or the department.)

E. REVIEW, REMEDY, AND PREVENTION OF MAJOR UNUSUAL INCIDENTS

1. The Board and agency providers shall implement a written procedure for the internal review of all MUIs and shall be responsible for taking all reasonable steps necessary to prevent the reoccurrence of MUIs.
2. Each SSA will send the UI/MUI coordinator a written prevention plan per the UI/MUI rule for an MUI involving an Individual on his/her caseload. The MUI coordinator will file each prevention plan either in the MUI file. The SSA will coordinate with the team as needed to develop a prevention plan that will address the causes and contributing factors of the incident. The team members shall jointly determine what constitutes reasonable steps necessary to prevent the reoccurrences of UI/MUIs. (If there is no SSA, individual team, or agency provider involved with the individual, a county board designee shall ensure that preventive measures as written are reasonably possible. The MUI Coordinator will ensure that preventative measures are fully implemented.)
3. The Ohio Department of Developmental Disabilities shall review reports submitted by the Board for incidents listed in paragraph (K)(4) of the MUI Rule. The department may review any other reports and may obtain additional information necessary to consider the report, including copies of all investigation reports that have been prepared. Such additional information shall be provided within the time period specified by the department.
4. The Ohio Department of Developmental Disabilities shall determine when to close the following cases: Abuse, neglect, misappropriation, death, exploitation, failure to report, missing individual, peer-to-peer acts, prohibited sexual relations, rights code violation, unapproved behavior support, significant injury (when cause is unknown), an incident that is the subject of a director's alert, any MUI investigated by the department.
5. The county board shall review and close reports regarding all incidents listed below:
 - a. attempted suicide
 - b. significant injury (when the cause is known)
 - c. law enforcement
 - d. medical emergency
 - e. unscheduled hospitalizations

6. When determining that a case should be closed, Ohio Department of Developmental Disabilities (department) or the Board shall consider the following criteria:
 - a. Whether all reasonable measures have been taken to ensure the health and welfare of the individual.
 - b. Whether a thorough investigation of the incident has been conducted;
 - c. Whether the incident is part of a pattern or trend requiring some additional action;
 - d. Whether appropriate measures have been implemented or rules have been satisfied;
 - e. Whether all requirements set forth in statute or rule have been satisfied;
 - f. Whether the case meets the criteria for referral to the abuser registry unit pursuant to ORC Section 5123.51.

The department may review any case to ensure it has been properly closed and shall conduct sample reviews to ensure proper closure by the county board. The department may re-open any investigation that does not meet requirements of this rule. The county board shall provide any information deemed necessary by the department to close the case.

7. The ACBDD initiates action to address reoccurrence of MUI'S by implementing the following procedures.
 - a. A prevention plan is developed based upon the individual's needs and input from the individual and guardian as applicable.
 - b. The team will review the recommendations noted by the investigator for the MUI, and will apply according to the individual and team decision. This policy and procedure does not require the team or any agency to apply the recommendations noted by the investigator to the prevention plan.
 - c. The team consists of different employees from various agencies involved with the individual and is not limited to any certain agency or individual.
 - d. The MUI Coordinator/Designee requests the team-SSA or Provider-to forward what actions have been implemented for the Prevention Plan within 5-days by email after receiving the MUI Summary Findings of the MUI Investigation.
 - e. The MUI Coordinator/Designee will submit the Prevention Plan and recommend closure to the Internal Tracking System at the DODD.

F. ANALYZING MAJOR UNUSUAL INCIDENTS TO IDENTIFY PATTERNS AND TRENDS

1. County boards and agency provider shall analyze MUIs to identify trends and patterns semi-annually (July 31st and January 31st, respectively) with the annual review being comprehensive for the year.
2. County boards shall conduct the analysis and follow-up for all entities operated by county boards such as workshops, schools, transportation, and for all individual providers. The county board shall send its analysis and follow-up actions to the department by August 31st for the semi-annual review and by February 28th for the annual review.
3. Each agency provider shall send its analysis and follow-up actions to the county board for all programs operated in the county by August 31st for the semi-annual review and by February 28th for the annual review. The county board shall keep the analysis and follow-up actions **filed** and make them available to the department upon request.
4. The county board and department shall review the analysis to ensure that all issues have been **reasonably** addressed to prevent reoccurrence.
5. The county board shall ensure that trends and patterns of MUIs are included and addressed in the affected individual's service plan.
6. Each county board or as applicable, each council of governments to which the county board belongs, shall have a committee that reviews trends and patterns of MUIs. The committee shall be made up of a reasonable representation of the county board(s), provider agencies, families, and other stakeholders deemed appropriate by the committee.
7. The role of the committee shall be to review and share the county or council of government's aggregate data prepared by the county board or council of government to identify trends, patterns, or areas for improving the quality of life for individuals supported in the county or counties.
8. The committee shall meet each September to review and analyze data for the first six months of the calendar year and each March to review and analyze data for the preceding calendar year. The county board or council of governments shall send the aggregate data prepared for the meeting to all participants ten calendar days in advance of the meeting. The county board or council of governments shall hold the first meeting no later than **September 30th**.
9. The county board or council of governments shall record and maintain minutes of each meeting, distribute the minutes to members of the committee, and make the minutes available to any person upon request.
10. The department shall ensure follow-up actions identified by the committee have been implemented.

11. The department shall prepare a report on trends and patterns identified through the process of reviewing MUIs. The department shall periodically, but at least semi-annually, review this report with a committee appointed by the director of the department which shall consist of at least six members who represent various stakeholder groups, including Ohio Legal Rights Service and the Ohio Department of Job and Family Services. The committee shall make recommendations to the department regarding whether appropriate actions to ensure the health and safety of individual served have been taken. The committee may request for the department to obtain additional information as necessary to make recommendations.

G. UNUSUAL INCIDENTS REQUIREMENTS

1. Required reporting

- a. The Athens County Board of DD requires anyone who becomes aware of an unusual incident to report it to the person designated by each program component who can initiate proper action. These reports must be made no later than twenty-four (24) hours after the occurrence of the incident. Individual providers shall forward UI/MUIs to the county board by fax or in person the same day the UI is discovered and/or they can call the county board SSA or MUI coordinator and report the incident by phone.
- b. The agency provider and county board as a provider shall ensure that all staff is trained and knowledgeable regarding the policy and procedure.
- c. If the UI occurs at a site operated by the county board or at a site operated by an entity with which the county board contracts, the county board or contracted entity shall notify the licensed provider or staff or family, as applicable, at the individual's home. The notification shall be made the same day that the incident is discovered.
- d. Each agency provider and county board as a provider shall maintain a log of all UIs. The log shall include, but not be limited to, the name of the individual, a brief description of the incident, any injuries, time, date, location, causes and contributing factors, and preventive measures.
- e. The county board shall review, on a **quarterly** basis, a representative **sample** of provider logs, individual provider logs, and logs where the county board is a provider for the purpose of ensuring that all MUIs required to be reported have been reported and that trends and patterns have been identified and addressed. The sampling shall be made available to the department for review upon request.
- f. When the county board is a provider of relevant services, the department shall review, on a monthly basis, a representative sampling of county board logs. The county board shall submit the specified logs to the department upon request. The department shall review the logs to ensure all MUIs have been reported and trends and patterns have been identified and addressed.

- g. The agency provider and the county board as a provider shall ensure that trends and patterns of UIs are included and addressed in each individual's service plan as applicable.

H. OVERSIGHT

1. The department shall conduct reviews of county boards and providers as necessary to ensure the health and welfare of individuals and compliance with the requirements of this policy. Failure to comply with the requirements of this policy may be considered by the department in any regulatory capacity, including certification, licensure, and accreditation.
2. The department shall provide access to the ITS to this single state Medicaid agency and the Ohio Legal Rights Service in accordance with Section 5123.604 of the Revised Code.

I. ACCESS TO RECORDS

1. Reports made under the ORC Section 5123.61 and this policy are not public records as defined in the ORC Section 149.43. Records may be provided to parties authorized to receive them in accordance with the ORC Sections 5123.613 and 5126.044 of the revised code, to any governmental entity authorized to investigate the circumstances of the alleged abuse or neglect, misappropriation, or exploitation and to any party to the extent that release of record is necessary for the health or welfare of an individual.
2. The county board shall not review, copy, or include in any reports required by this policy the personnel records of an employee that is confidential under State or Federal statutes or rules, including medical and insurance records, Worker's Compensation records, Immigration status forms (I-9), and Social Security numbers.
3. The Board may review, but not copy, personnel records that include confidential information about an employee including, but not limited to, payroll records, performance evaluations, disciplinary records, correspondence to employees regarding status of employment, motor vehicles, and criminal records checks. The County Board may include in reports required by this rule information about the results of the review of personnel records specified in this paragraph.
4. The county board may review and copy personnel records prepared in connection with the provider's daily operations, such as training records, time sheets, and work schedules.
5. Upon the department's request, the provider shall provide to the department copies of personnel records that are not confidential. Any party entitled to receive a report required by this rule may waive receipt of the report. Any waiver of receipt of a report shall be made in writing.

6. The provider shall redact any confidential information contained in a record as identified in paragraph (O)(2) of this rule before the copies are provided to the county board or the department.
7. The MUI Coordinator may forward the Major Unusual Incident Investigative Report to a county board supervisor and staff at supervisor's discretion (the MUI report is not shared with the PPI or staff that may constitute a conflict between supervisor and other staff). This is to ensure pertinent information is shared with staff that is involved with the individual to prevent the possibility of another MUI reoccurring or to compose a prevention plan.

J. TRAINING AND TECHNICAL ASSISTANCE

1. All agency providers and county boards shall ensure their staff is trained on the requirements of this rule regarding the identification and reporting of MUIs and UIs prior to unsupervised contact with any individual and in all cases, no later than thirty calendar days after employment. Thereafter, all employees shall receive training during each calendar year which shall include a review of health and **welfare** alerts released since the previous calendar year's training.
2. All individual providers shall follow the requirements for initial training on the provisions of the MUI Rule according to their certification requirements and shall receive annual training from the date of certification on identification and reporting of MUIs and UIs and health and safety alerts released since the previous calendar year's training.
3. All agency providers and county boards shall ensure that all staff responsible for administrative compliance with this rule receives training on all applicable requirements of this rule at the time of employment or no later than thirty calendar days from the time of employment and each calendar year thereafter. The training shall include the review of health and **welfare** alerts released since the previous calendar year's training.
4. The county board shall ensure that staff responsible for conducting investigations receive initial and annual department approved training.
5. The department shall provide technical assistance and training to providers and county boards as necessary. The department shall periodically monitor compliance with the provisions of this rule.

APPENDIX

INVESTIGATION PROTOCOL

The investigation consists of four basic steps:

- A. Planning the Investigation,
- B. Gathering Information,
- C. Analysis of Information, and
- D. Completion of an Investigation Report.

The investigator should take the following steps in conducting an investigation:

1. Initiate the investigation (see Steps 2-9) within 48 hours of the time the report was filed. Some cases require immediate investigation. The administrative investigation should not interfere with the criminal investigation. For incidents that are referred to law enforcement and a criminal investigation is ongoing, there should be follow-up (see Step 4).
2. Secure all physical evidence; take photographs of injuries (as needed) and secure/sketch photograph the scene of the incident.
3. Visit the scene of the incident as soon as possible (if applicable).
4. Follow-up with law enforcement, CSB, if needed.
5. Review all relevant documents relating to the primary person involved that forms the basis for the reported incident and the alleged victim.
6. Interview all direct witnesses to the incident, including the individual. Document the interviews.
7. Interview medical professionals (as needed) as to the possible cause of age of injuries. Document the interviews.
8. Interview others who may have relevant information - Service and Support Administrators, Program Directors, medical personnel who treated the injured individual. Document the interviews.
9. Gather written statements from all relevant witnesses.
10. Conduct follow-up interviews, if needed.
11. Complete an investigation report, which includes the following:
 - a. Clear statement of the allegation and the basic question(s) to be answered by the investigation,
 - b. Evaluation of all witnesses and documentary evidence in a clear, complete and non-ambiguous manner,
 - c. Evaluation of the relative credibility of the witnesses,
 - d. A succinct and well-reasoned analysis of the evidence, and
 - e. A clearly stated conclusion, which identifies which allegations were and were not substantiated.

Manual: Admin
Adopted: 10/28/98
Revised: 2/21/06; 7/27/07,
2/25/14
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2/25/14

53. MAJOR UNUSUAL INCIDENT/UNUSUAL INCIDENT

POLICY

Athens County Board of Developmental Disabilities (ACBDD) employees, and any person providing services to individuals with developmental disabilities, irrespective of the setting, is mandated to report all suspected abuse and neglect incidences.

The purpose of this policy is to define and establish a system in order to recognize, report, review and investigate allegations of abuse and neglect, major unusual incidents (MUI) and unusual incidents (UI).

All licensed or certified service providers shall record the occurrence of unusual incidents and make such records available to the county board upon request. When an unusual incident occurs while an individual is receiving services from the county board, the county board shall record the unusual incident(s) and make available to licensed agency providers, independent providers and ICF/DDs upon request.

Reports made under section 5123.61 of the Revised Code and this rule is not public records as defined in section 149.43 of the Revised Code. Records may be provided to parties authorized to receive them in accordance with sections 5123.613 and 5126.044 of the Revised Code, to any governmental entity authorized to investigate the circumstances of the alleged abuse, neglect, misappropriation, or exploitation and to any party to the extent that release of a record is necessary for the health and welfare of the individual.

Intermediate Care Facilities for the Developmental Disabilities (ICF/DD) unusual incidents or major unusual incident for individuals who are living in an ICF/DD reports are to be made available immediately to the administrator or appointed administrator (exception if the administrator has been identified as the PPI). The ICF/DD's are required to follow federal guidelines that include the ICF/DD's to be notified of all incidents that occur immediately.

The ACBDD per ORC 5126.058 has incorporated the Memorandum of Understanding between mandated subscribers.

The ACBDD contracts with the Southern Ohio Council of Governments (SOCOG) to conduct Major Unusual Incident Investigations and Major Unusual Incident Reviews.

The ACBDD shall follow the requirements in OAC 51262-17-03 for the Abuse Registry.

All licensed or certified service providers including staff of the Athens County Board of DD shall report all alleged, suspected, or actual occurrences of major unusual incidents to the county board immediately, but no later than four (4) hours, following the service provider's or county board's initial notification of the occurrence. All incident reports are to be submitted by 3:00 P.M. the following working day; the UI/MUI Coordinator/Designee will submit the preliminary information on the Ohio Department of Developmental Disabilities Incident Tracking System (ITS).

Failure to report incidents that pose a risk to individuals' health and welfare may result in penalties under Ohio Law, contract terminations and for county board employees, disciplinary actions. Failure to cooperate in an investigation or incident review may result in disciplinary action.

UI/MUI PROCEDURES

A. DEFINITIONS

1. "Administrative investigation" means the gathering and analysis of information related to a major unusual incident so that appropriate action can be taken to address any harm or risk of harm and prevent recurrence. There are three administrative investigation procedures (category A, category B, and category C) that correspond to the three categories of major unusual incidents.
2. "Agency provider" means a provider, certified or licensed by the department or a provider approved by the Ohio department of medicaid to provide services under the transitions developmental disabilities waiver, that employs staff to deliver services to individuals and who may subcontract the delivery of services. "Agency provider" includes a county board while providing specialized services.
3. "At-risk individual" means an individual whose health or welfare is adversely affected or whose health or welfare may reasonably be considered to be in danger of being adversely affected.
4. "County board" means a county board of developmental disabilities as established under Chapter 5126. of the Revised Code or a regional council of governments as established under Chapter 167 of the Revised Code when it includes at least one county board.
5. "Department" means the Ohio department of developmental disabilities.
6. "Developmental center" means an intermediate care facility under the managing responsibility of the department.
7. "Developmental disabilities employee" means any of the following:
 - (a) An employee of the department
 - (b) An employee of a county board

- (c) An employee of an agency provider in a position that includes providing specialized services to an individual; or
 - (d) An independent provider.
- 8. "Incident report" means documentation that contains details about a major unusual incident or an unusual incident and shall include, but is not limited to:
 - (a) Individual's name;
 - (b) Individual's address;
 - (c) Date of incident;
 - (d) Location of incident;
 - (e) Description of incident;
 - (f) Type and location of injuries;
 - (g) Immediate actions taken to ensure health and welfare of individual involved and any at-risk individuals;
 - (h) Name of primary person involved and his or her relationship to the individual;
 - (i) Names of witnesses;
 - (j) Statements completed by persons who witnessed or have personal knowledge of the incident;
 - (k) Notifications with name, title, and time and date of notice;
 - (l) Further medical follow-up; and
 - (m) Name of signature of person completing the incident
- 9. "Incident tracking system" means the department's web-based system for reporting major unusual incidents.
- 10. "Independent provider" means a self-employed person who provides services for which he or she must be certified under rule 5123:2-2-01 of the Administrative Code or a self-employed person approved by the Ohio Department of Medicaid to provide services under the transitions developmental disabilities waiver and does not employ, either directly or through contract anyone else to provide the services.
- 11. "Individual" means a person with a developmental disability.
- 12. "Individual served" means an individual who receives specialized services.
- 13. "Intermediate care facility" means an intermediate care facility for individuals with intellectual disabilities as defined in rule 5123:2-7-01 of the Administrative Code.
- 14. "Investigative agent" means an employee of a county board or a person under contract with a county board who is certified by the department to conduct administrative investigations of major unusual incidents.
- 15. "Major unusual incident" means the alleged, suspected, or actual occurrence of an incident when there is reason to believe the health or welfare of an

individual may be adversely affected or an individual may be placed at a likely risk of harm, if such individual is receiving services through the developmental disabilities service delivery system or will be receiving such services as a result of the incident. There are three categories of major unusual incidents that correspond to three administrative investigation procedures delineated in Appendix A, Appendix B, and Appendix C to this rule:

(a) Category A

- (i) Accidental or suspicious death. "Accidental or suspicious death" means the death of an individual resulting from an accident or suspicious circumstances.
- (ii) Exploitation. "Exploitation" means the unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.
- (iii) Failure to report. "Failure to report" means that a person, who is required to report pursuant to section 5123.61 of the Revised Code, has reason to believe that an individual has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition of such a nature as to reasonably indicate abuse, misappropriation, or exploitation that results in a risk to health and welfare or neglect of that individual, and such person does not immediately report such information to a law enforcement agency, a county board, or, in the case of an individual living in a developmental center, either to law enforcement or the department. Pursuant to division (C)(1) of section 5123.61 of the Revised Code, such report shall be made to the department and the county board when the incident involves an act or omission of an employee of a county board.
- (iv) Misappropriation. "Misappropriation" means depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Revised Code, including Chapters 2911 and 2913 of the Revised Code.
- (v) Neglect. "Neglect" means when there is a duty to do so, failing to provide an individual with any treatment, care, goods, supervision, or services necessary to maintain the health or welfare of the individual.
- (vi) Peer-to-peer act. "Peer-to-peer act" means one of the following incidents involving two individuals served:
 - (a) Exploitation which means the unlawful or improper act of using an individual or an individual's resources for

monetary or personal benefit, profit, or gain.

(b) Theft which means intentionally depriving another individual of real or personal property valued at twenty dollars or more or property of significant personal value to the individual.

(c) Physical act that occurs when an individual is targeting, or firmly fixed on another individual such that the act is not accidental or random and the act results in an injury that is treated by a physician, physician assistant, or nurse practitioner. Allegations of one individual choking another or any head or neck injuries such as a bloody nose, a bloody lip, a black eye, or other injury to the eye, shall be considered major unusual incidents. Minor injuries such as scratches or reddened areas not involving the head or neck shall be considered unusual incidents and shall require immediate action, a review to uncover possible cause/contributing factors, and prevention measures.

(d) Sexual act which means sexual conduct and/or contact for the purposes of sexual gratification without the consent of the other individual.

(e) Verbal act which means the use of words, gestures, or other communicative means to purposefully threaten, coerce, or intimidate the other individual when there is the opportunity and ability to carry out the threat.

(vii) Physical abuse. "Physical abuse" means the use of physical force that can reasonably be expected to result in physical harm or serious physical harm as those terms are defined in section 2901.01 of the Revised Code. Such force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.

(viii) Prohibited sexual relations. "Prohibited sexual relations" means a developmental disabilities employee engaging in consensual sexual conduct or having consensual sexual contact with an individual who is not the employee's spouse, and for whom the developmental disabilities employee was employed or under contract to provide care or supervise the provision of care at the time of the incident.

(ix) Rights code violation. "Rights code violation" means any violation of the rights enumerated in section 5123.62 of the Revised Code that creates a likely risk of harm to the health or welfare of an individual.

- (x) Sexual abuse. "Sexual abuse" means unlawful sexual conduct or sexual contact as those terms are defined in section 2907.01 of the Revised Code and the commission of any act prohibited by Chapter 2907. of the Revised Code (e.g., public indecency, importuning, and voyeurism).
- (xi) Verbal abuse. "Verbal abuse" means the use of words, gestures, or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual.

(b) Category B

- (i) Attempted suicide. "Attempted suicide" means a physical attempt by an individual that results in emergency room treatment, in-patient observation, or hospital admission.
- (ii) Death other than accidental or suspicious death. "Death other than accidental or suspicious death" means the death of an individual by natural cause without suspicious circumstances.
- (iii) Medical emergency. "Medical emergency" means an incident where emergency medical intervention is required to save an individual's life (e.g., choking relief techniques such as back blows or cardiopulmonary resuscitation, epinephrine auto injector usage, or intravenous for dehydration).
- (iv) Missing individual. "Missing individual" means an incident that is not considered neglect and an individual's whereabouts, after immediate measures taken, are unknown and the individual is believed to be at or pose an imminent risk of harm to self or others. An incident when an individual's whereabouts are unknown for longer than the period of time specified in the individual service plan that does not result in imminent risk of harm to self or others shall be investigated as an unusual incident.
- (v) Significant injury. "Significant injury" means an injury of known or unknown cause that is not considered abuse or neglect and that results in concussion, broken bone, dislocation, second or third degree burns or that requires immobilization, casting, or five or more sutures. Significant injuries shall be designated in the incident tracking system as either known or unknown cause.

(c) Category C

- (i) Law enforcement. "Law enforcement" means any incident that results in the individual served being arrested, charged, or incarcerated.

- (ii) Unapproved behavior support. "Unapproved behavior support" means the use of an aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code or an aversive strategy implemented without approval by the human rights committee or behavior support committee or without informed consent, that results in a likely risk to the individual's health and welfare. An aversive strategy or intervention prohibited by paragraph (J) of rule 5123:2-1-02 of the Administrative Code that does not pose a likely risk to health and welfare shall be investigated as an unusual incident.
- (iii) Unscheduled hospitalization. "Unscheduled hospitalization" means any hospital admission that is not scheduled unless the hospital admission is due to a pre-existing condition that is specified in the individual service plan indicating the specific symptoms and criteria that require hospitalization.
16. "Primary person involved" means the person alleged to have committed or to have been responsible for the accidental or suspicious death, exploitation, failure to report, misappropriation, neglect, physical abuse, prohibited sexual relations, rights code violation, sexual abuse, or verbal abuse.
17. "Provider" means an agency provider or independent provider that provides specialized services.
18. "Qualified intellectual disability professional" has the same meaning as in 42 C.F.R. 483.430 (October 1, 2012).
19. "Specialized services" means any program or service designed and operated to serve primarily individuals, including a program or service provided by an entity licensed or certified by the department.
20. "Unusual incident" means an event or occurrence involving an individual that is not consistent with routine operations, policies and procedures, or the individual's care or individual service plan, but is not a major unusual incident. Unusual incident includes, but is not limited to, dental injuries; falls; an injury that is not a significant injury; medication errors without a likely risk to health and welfare; overnight relocation of an individual due to a fire, natural disaster, or mechanical failure; an incident involving two individuals served that is not a peer-to-peer act major unusual incident; and rights code violations or unapproved behavior supports without a likely risk to health and welfare.
21. "Working day" means Monday, Tuesday, Wednesday, Thursday, or Friday except when that day is a holiday as defined in section 1.14 of the Revised Code.

B. PROCEDURES FOR NOTIFICATION AND REPORTING REQUIREMENTS FOR MAJOR UNUSUAL INCIDENTS

1. Immediately upon identification or notification of a major unusual incident, the provider shall take all reasonable measures to ensure the health and welfare of at-risk individuals. The provider and county board shall discuss any disagreements regarding reasonable measures in order to resolve them. If the provider and county board are unable to agree on reasonable measures to ensure the health and welfare of at-risk individuals the department shall ensure the health and welfare of at-risk individuals the department shall make the determination. Such measures shall include:
 - a. Upon identification of a MUI that involves a sexual abuse allegation:
 - i. Provider, MUI Coordinator, or contracted entity shall report the incident immediately to law enforcement and request immediate assistance
 - ii. Assist the individual to the local emergency room in the individual is injured, but inform law enforcement so an officer can meet the individual at the hospital.
 - iii. MUI coordinator/designee shall contact the supervisor or the provider and recommend that the PPI be reassigned as soon as possible to a non-direct care duty or placed on administrative leave pending the outcome of the investigation
 - b. Physical abuse allegation- follows the recommendations listed above under Sexual Abuse
 - c. Verbal abuse- re-assign the PPI to another non-direct care task until the investigation is completed, if applicable. The PPI can continue to work if the situation is warranted and the supervisor monitors the PPI (each verbal abuse allegation is different, the supervisor will decide what immediate action shall be taken to ensure the health and welfare of individual)
 - d. Neglect- Individual received injuries due to PPI neglect, re-assign the PPI immediately to non-direct care duties or placed on administrative leave pending the outcome of the investigation
 - i. Contact law enforcement if the alleged neglect circumstance involves possible criminal activity
 - e. Misappropriation- The PPI shall not have any access to the funds of any individual until the investigation is completed.
 - i. Reassign another provider or staff to monitor the individual's funds by establishing a new Payee.

- ii. Reassignment of the PPI shall depend upon the recommendation of the supervisor and/or the UI/MUI Coordinator/designee
- f. The UI/MUI coordinator/designee can make a recommendation to ensure the health and welfare of the individual or group of individuals to a provider for any PPI that has been named or suspected of harming or suspected cause to harm an individual or group of individuals.
- g. If an individual provider has been identified as the PPI for any of the MUIs that are listed below, the UI/MUI coordinator will contact the individual provider, and request that they not have any contact with the individual, until the administrative or criminal investigation has been completed. The individual's Services and Support Specialist (SSS) will assist the individual in choosing another provider if applicable
 - i. Physical
 - ii. Sexual
 - iii. Misappropriation
 - iv. Neglect
 - v. Prohibited sexual relationship
 - vi. Verbal
 - vii. Failure to Report a major unusual incident

Reports of MUIs involving abuse, neglect, exploitation, misappropriation, or death, attempted suicide, failure to report, law enforcement, missing individual, peer-to-peer acts, and prohibited sexual relations shall be filed in all cases regardless of where the incident occurred, and all requirements of this rule shall be followed. Reports regarding the remaining categories of MUIs shall be filed and the requirements of this rule followed only when the incident occurs in a program operated by a county board or when the individual is being served by a licensed or certified provider.

- 2. The provider shall immediately but not later than four hours of the initial knowledge of the incident notify the Athens County Board of DD by one of the following ways: the Athens County Board on call, contacting the MUI Coordinator or assigned SSS by telephone it should be noted the provider MUST make contact with an ACBDD employee as leaving a message or faxing an unusual incident does not merit notification under any of the following circumstances:
 - a. The Major Unusual Incident requires notification of Law Enforcement Agency;
 - b. The Major Unusual Incident requires notification of a Children Services Agency;
 - c. The provider has received inquiries from the media regarding a Major Unusual Incident that has not been previously reported; or

- d. The Major Unusual Incident raises immediate concerns regarding the individual's health and welfare such that more immediate notification regarding the incident is necessary.
3. The provider shall submit a written incident report to the Athens County Board of DD by 3:00 P.M. the next working day following the provider's initial knowledge of any Major Unusual Incident. This report shall be submitted in a format prescribed by the Ohio Department of Developmental Disabilities. This form shall be available in all the county board offices.
4. Failure to Report

Whenever a mandated reporter fails to report suspected abuse, neglect, or misappropriation as required by ORC 5123.61, they are guilty of a misdemeanor of the fourth degree. If the unreported abuse, neglect, or misappropriation constitutes a felony then the individual is guilty of a misdemeanor of the second degree.

Any ACBDD employee as defined in ORC 5123.60 who fails to report abuse, neglect, or misappropriation is additionally eligible to be included in the abuser registry established under ORC 5123.604.

5. Procedures for Responding to Anonymous Reports
 - a. Ask the caller for the individual's name, location and description of the incident.
 - b. Ask the caller if they have other information that may be helpful.
 - c. Next, contact law enforcement if the information reveals the individual's health and welfare is in danger or is injured and needs immediate medical attention. Report to law enforcement the information received and request an officer to complete a Well Check with a SSS staff present.
 - d. An SSS will visit the location with law enforcement and follow law enforcement's guidelines.
 - e. Evaluate and speak to the individual, assess, and observe for injuries
 - f. If the information reported from the anonymous caller does not contain information that warrants law enforcement contact, two staff from the county board will visit the location and speak with the victim. If a family member or person who is speaking on behalf of the individual refuses to allow the county board staff to speak with the victim and the situation is not a MUI or life threatening, staff will offer services and provide the person with county board contact information.

C. COURT ORDERED PROTECTIVE SERVICES

Section 5126.33 of the ORC authorizes a County Board of DD to file a complaint with the Probate Court of the county in which the adult with developmental disabilities (the "adult") resides for a court order authorizing the board to arrange for protective services. A complaint for protective services is filed when the following conditions exist:

- a. An adult with a developmental disability is at substantial risk of harm or death as a result of abuse, neglect, or exploitation.
 - b. The adult does not have the ability to make decisions concerning food, clothing, shelter, health care, or other necessities.
 - c. The adult is in need of services.
 - d. No one is able or authorized by law to consent to services. Protective services are defined as services provided by a Board of DD to an adult to prevent and correct conditions resulting from abuse, neglect, and exploitation. Court-ordered protective services are only for an adult who is eligible for board services.
1. As soon as practicable, but no later than four hours after becoming aware of a Major Unusual Incident, the provider shall verbally notify the legal guardian or advocate selected by the individual, unless the legal guardian or advocate is the primary person involved (PPI) that forms the basis for the reported incident. If the provider is unable to verbally notify the guardian or advocate, the provider shall document all efforts made to comply.
 2. Immediately upon identification or notification of an MUI, the provider or county board, when acting as the provider for the individual, shall take all reasonable measures to ensure the health and welfare of any at-risk individual.
 - a. The Law Enforcement Agency, as defined in the ORC Section 5123.61, having jurisdiction over the location at which the incident occurred if the Major Unusual Incident includes conduct that would constitute a possible criminal act, including abuse or neglect. This report shall be made immediately upon notification that the incident has occurred. (Note: the MUI Coordinator or designee after reviewing the incident and it is determined the information meets criteria for a MUI that law enforcement needs contacted, and then such action will be implemented ASAP. If the incident is forwarded to SOCOG or the DODD MUI Unit and the MUI Coordinator or Designee receives confirmation from these two entities to confirm the incident is a MUI, the MUI Coordinator/Designee will contact law enforcement and report the incident.
 - b. The local Children Services Agency and Municipal or County Peace Officer in the County in which the individual resides pursuant to the ORC. Section 2151.421, if the individual is under twenty-one years of age and meets the definition of an abused or neglected child as defined in the ORC. Section 2151.03 and 2151.031.

This report shall be made no later than four hours after the County Board's receipt of the initial notification from the provider pursuant to paragraph (D) (4) of this policy.

- c. The Service and Support Specialist, unless that person is the primary person involved (PPI), that forms the basis for the reported incident.
 - d. When an incident occurs at a program operated by a County or County Board contracting entity, the licensed or certified provider of Residential or Supported Living services where the individual resides.
 - e. Notification of Coroner. Section 313.12 of the Ohio Revised Code sets forth the requirements for notification of the Coroner. With the passage of Senate Bill 178, effective January 30, 2004, section 313.12 has been expanded to include reporting the death when "any mentally retarded person or developmentally disabled person dies regardless of the circumstances" to the Coroner. Therefore, all deaths that are investigated by the County Boards of DD and the state-operated developmental centers should have already been reported to the Coroner by mandated reporters: the attending physician, emergency medical services personnel, law enforcement, or funeral director (see attachment 3).
3. The provider or county board staff shall immediately, but no later than four hours after discover of the incident, notify UI/MUI coordinator or designee through means identified by the county board of the following incidents or allegations:
- a. Accidental or suspicious death
 - b. Exploitation
 - c. Misappropriation
 - d. Neglect
 - e. peer-peer to acts
 - f. physical abuse
 - g. sexual abuse
 - h. verbal abuse; and
 - i. when the provider has received an inquiry from the media regarding a major unusual incident

For all MUIs, all agency providers and county boards as a provider shall submit a written incident report to the UI/MUI coordinator no later than 3:00 p.m. the next working day following initial knowledge of a potential or determined MUI. The report shall be submitted in a format prescribed by the department. Individual providers shall make the notification to the county board UI/MUI coordinator/designee, no later than 3:00 p.m. the next working day following initial knowledge of a potential or determined MUI.

The UI/MUI coordinator/designee shall enter preliminary information regarding the incident on the ITS and in the manner prescribed by the department by 3:00 p.m. on the working day following notification by the provider or becoming aware of the MUI.

When a provider has placed an employee on leave or otherwise taken protective action pending the outcome of the investigation, the county board or department, as applicable, shall keep the provider apprised of the status of the investigation so that the provider can resume normal operations as soon as possible consistent with the health and safety of any at-risk individual.

The county board shall have a system that is available twenty-four hours a day, seven days a week, to receive and respond to all reports required by this rule. The county board shall communicate this system in writing to all providers in the county and to the department.

The provider or county board shall immediately report to the law enforcement entity having jurisdiction of the location where the incident occurred, any allegation of abuse, including misappropriation, or neglect, which may constitute a criminal act. The county board shall ensure the notification has been made.

All allegations of abuse or neglect as defined in Section 2151.03 and Section 2151.031 of the Revised Code of an individual under the age of twenty-one years shall be immediately reported to the local public children's service agency. The notification may be made by the provider or the county board. The county board shall ensure the notification has been made.

The provider, including a county board as a provider, shall make the following notifications, as applicable, when the incident or discover of the incident occurs when such provider has responsibility for the individual. The notification shall be made on the same day the incident or discovery of the incident occurs and include immediate actions taken.

- a. Guardian or advocate selected by the individual or other person whom the individual has identified
- b. Service and Support Administrator serving the individual
- c. Licensed or certified residential provider
- d. Staff or family living at the individual's home who have responsibility for the individual's care

All notification or efforts to notify shall be documented. The county board shall ensure that all required notifications have been made.

Notification shall not be made if the person to be notified is the PPI, the PPI's spouse, or the PPI's significant other.

Notification to a person is not required when the report comes from such person or in the case of a death when the family is already aware of the death.

In any case where law enforcement has been notified of an alleged crime, the department may provide notification of the incident to any other provider, developmental center, or county board for whom the PPI works, for the purpose of ensuring the health and safety of any at-risk individual. The notified provider or

county board shall take such steps necessary to address the health and safety needs of any at-risk individual and may consult the department in this regard. The department shall inform any notified entity as to whether the incident is substantiated. Providers, developmental centers, or county boards employing a PPI shall notify the department when they are aware that the PPI works for another provider.

4. The Ohio Department of Developmental Disabilities shall notify Ohio Legal Rights Service of all reported allegations of abuse, neglect, and Major Unusual Incidents in accordance with The ORC Section 5123.604.
5. The Athens County Board of DD MUI Coordinator or Designee shall serve as the contact person to receive and manage the report receipt process during normal business hours. For emergencies or after hours and holidays the Emergency Pager Number can be contacted and a SSS will assist the caller as applicable. Board employees, contracted providers, and families will be given these numbers.
6. The ACBDD UI/MUI coordinator or designee will receive and log the unusual incidents into the database for all county board programs and incidents requested from agency or independent providers. The secretary forwards the reports to the MUI Coordinator and other staff required per the incident. The Superintendent or SSA Supervisor has the authority to assign a SSS or a designee to receive and manage the unusual/major unusual incidents.
 - a. In absence of the MUI Coordinator, the Service and Support Specialist Secretary receives the incident reports from the fax-mail- or in person.
 - b. The secretary completes the MUI Notification Form and attaches other documentation such as, ISP or case notes, and faxes to the investigative agent at SOCOG ASAP requesting an investigative agent conduct the MUI Investigation or Review.
 - c. The Investigative Agent from the contracted entity/SOCOG will complete the MUI Investigation according to the required protocol. If the MUI is not a Protocol case the investigator will complete a Review.

The investigative agent has 22-days to complete their investigation. The investigative agent for SOCOG is responsible for scheduling interviews, gathering documentation, and other actions necessary to complete the investigation per the required Protocol or Review mandated by the OAC 5123:2-17-02.

After reviewing the report, if the UI/MUI Coordinator determines the report is not in compliance; the coordinator will issue a letter to the Investigative Agent and lists the reason for rejecting the report. The coordinator will attach the letter to the acceptance form SOCOG provides within 72/ hours from receiving the MUI Report.

7. If the provider is a Developmental Center, all reports required by this policy shall be made directly to the Ohio Department of Developmental Disabilities or as specified by the Ohio Department of Developmental Disabilities.

D. INVESTIGATING MAJOR UNUSUAL INCIDENTS

1. Immediately upon receipt of a report (determination has been made incident is a MUI) of a Major Unusual Incident, the UI/MUI Coordinator/Designee shall review the incident to ensure that the provider has taken all reasonable measures necessary to protect the health and safety of the individual (s) and determine whether any additional actions must be taken. The Athens County Board of DD may request that this review be conducted by another County Board, SOCOG, DODD, or any other Government entity authorized to conduct investigations.
2. The Investigative Agent contracted through the Southern Ohio Council of Governments, shall immediately initiate the investigation within twenty-four (24) using the investigation protocol, if the Major Unusual Incident involves any of the following:
 - a. Abuse, neglect, or misappropriation;
 - b. Any injury of an unknown or suspicious origin;
 - c. Suspicious or accidental death;
 - d. The individual cannot be located; or
 - e. Any other Major Unusual Incident the County Board determines should be investigated based on a review of the incident. The County Board can make a verbal request to the IA to collect written statements for any MUI the County Board determines this action is necessary.
3. The Athens County Board of DD shall employ at least one Investigative Agent or contract with a person or Government entity, including another County Board or Regional Council of Governmental, for the services of an Investigative Agent pursuant to the ORC. Section 5126.221 An Investigative Agent shall be certified by Ohio Department of Developmental Disabilities pursuant to rules adopted under the ORC Section 5126.25.
4. MUI Coordinator or designee will implement the following process to determine if an unusual incident meets criteria to be a major unusual incident. County board staff may assist the investigative agent by gathering documentation or enter information into the ITS or other administrative or clerical duties that are not specific to the investigative agent role.
 - a. The UI/MUI Coordinator or Designee makes the determination if an incident meets criteria for a MUI if it meets the following criteria.
 - b. Review the UI thoroughly to assess what is the risk to the individuals' health and safety.
 - c. Gather more information if necessary by contacting and speaking with the individual, provider, supervisor, or Service and Support Specialist.

- d. Ask for written statements if necessary these written statements may be helpful later when making the determination after the information is gathered.
 - e. Review the Individual Service Plan (ISP) or Individual Educational Plan (IEP) or other plans such as, Behavior Support Plans and (IHP-type of plans provided by ICF/MR).
 - f. Review all information obtained and if unable to make the determination contact either the Southern Ohio Council of Governments or the DODD MUI Regional Manager, and request assistance with making the determination.
 - g. Once the UI has been determined it meets criteria for a MUI, start completing the documentation on the MUI Notification Form (see attached form).
 - h. Complete the MUI Notification Form for SOCOG and forward to the COG with the ISP, BSP and witness statements if collected with request for the investigative agent to conduct the investigation.
 - i. To eliminate conflict in determining if an incident is a UI or MUI when it involves a county board staff, the MUI Coordinator may contact the MUI Unit Regional Manager by telephone to request assistance with determination.
5. Ohio Department of Developmental Disabilities may conduct a separate review or investigation of any Major Unusual Incident, or may request that a separate review or investigation be conducted by another County Board, Regional Council of Government, or any other entity authorized to conduct such investigations. If a separate investigation is conducted, the investigation shall be completed within thirty days, unless the investigation is being conducted by Law Enforcement Agency or local Children Services Agency.

Except when law enforcement or the public children's service agency is conducting the investigation, the investigative agent shall conduct all interviews for MUIs unless the investigator determines the need for assistance with interviewing an individual. For MUIs that occur in an ICF/DD, the investigative agent may utilize interviews conducted by the ICF/DD or conduct his/her own interviews. If the investigative agent determines the information is reliable, the investigative agent may utilize other information received from law enforcement, the public children's service agency, or providers in order to meet the requirements of this rule. If a requirement cannot be met, the investigative agent shall document that the requirement cannot be met and the reasons therefore.

Except when law enforcement or the public children's services agency has been notified and is considering an investigation, the county board shall immediately, but no later than twenty-four hours after discovery of any of the incidents listed below, commence and document the initiation of the investigation. If law enforcement or the public children's services agency notifies the county board that it has declined to

investigate, the county board shall commence investigation within twenty-four hours of such notification.

- a. Abuse
 - b. Exploitation
 - c. Misappropriation
 - d. Neglect
 - e. Prohibited sexual relations
 - f. Rights code violation
 - g. Suspicious or accidental death
 - h. Any other MUI the county board determines should be initiated immediately or within twenty-four hours.
6. A separate investigation shall be conducted if the following circumstances are present:
- a. The Major Unusual Incident includes an allegation that the person responsible for the incident is:
 - i. The Superintendent of a County Board or the Executive Director of a Regional Council of Government;
 - ii. A County Board management employee as specified in the ORC. Section 5126.22.
 - iii. A current member of a County Board appointed pursuant to the ORC. Section 5126.02; or
 - iv. A person having any known relationship with any of the persons specified in this policy.
 - b. The Major Unusual Incident includes an allegation that a Board employee is responsible for the death of an individual, has committed sexual abuse against an individual, or has committed any other abuse or neglect against an individual that has resulted in an emergency room visit or hospitalization.
 - c. The Board has requested that the Ohio Department of Developmental Disabilities conduct a separate investigation, and the department has determined that there is a reasonable basis for the request.
 - d. An individual, advocate selected by the individual, or the legal guardian, as applicable, or provider has made a complaint to Ohio Department of Developmental Disabilities regarding an investigation conducted by the Board and the department has determined that there is a reasonable basis for the complaint.
7. If the provider is an ICF/DD, the ICF/DD shall investigate all Major Unusual Incidents involving individuals receiving services from the ICF/DD. This investigation shall be conducted in accordance with all applicable Federal Regulations, including 42 C.F.R. 483.420.

8. If the Major Unusual Incident involves an individual residing in an ICF/DD, and the incident occurs at a program operated by the Board or a Board contracting entity, the Board shall be responsible for ensuring compliance with all requirements of this policy. This policy shall not affect the responsibility of an ICF/DD to investigate reports of abuse and neglect as required by Federal Regulations.
9. An ICF/DD, excluding a Developmental Center, shall submit to the Board its investigation report within fourteen days of becoming aware of a Major Unusual Incident. The MUI Coordinator reviews the report to ensure the report is in compliance with the OAC requirements set forth in 5123:2-17-02. If the report is in compliance the MUI Coordinator accepts the report and submits the report to the MUI Unit via the Internal Tracking System (ITS) (The MUI Coordinator will forward a copy of the ICF/DD's MUI report/summary to the investigative agent). For all other MUIs the MUI Coordinator will request the investigative agent from SOCOG to complete an investigation implementing the required "Protocol" as required by the OAC 5123:2-17-02.

An ICF/DD is required to conduct an investigation regardless of where an incident involving an individual of the ICF/DD, occurs. If the MUI involves an individual who resides in an ICF/DD, including a developmental center, and the incident occurs at program operated by a county board, it is the responsibility of the ICF/DD to complete an investigation and assure that the investigation complies with federal guidelines. The investigative agent may utilize or conduct a separate investigation. Copies of the full investigation shall be provided to the ICF/DD and the county board. All requirements in the MUI rule shall be met. The department shall resolve any conflicts that arise. This paragraph shall not affect the responsibility of an ICF/DD to investigate all reports of abuse and neglect and to conduct an investigation in accordance with all applicable federal regulations; including 43 C.F.R. 483.420 (dated October 1, 2005).

When an agency provider, excluding a developmental center, conducts an internal review of an incident for which an MUI has been filed, the agency shall submit the results of its internal review of the incident, including statements and documents, to the county board within fourteen calendar days of the agency becoming aware of the incident.

All ACBDD employees shall cooperate with administrative investigations conducted by entities authorized to conduct investigations. Providers and county boards shall respond to requests for information within the timeframe requested. The timeframes identified shall be reasonable.

The investigative agent shall complete a report of the investigation and submit it for closure in the ITS within thirty working days unless the department grants an extension.

The report shall follow the format prescribed by the department. The investigative agent shall include the initial allegation, a list of persons interviewed and documents reviewed; a summary of each interview and document reviewed, and a findings and

conclusions section, which shall include the cause and contributing factors to the incident and the facts that support the findings and conclusions.

10. MUI Written Summaries

No later than five calendar days following the closure of a case, via the ITS, the county board, developmental center, or department shall provide a written summary of the investigation including the allegations, the facts and findings, including as applicable, whether the case was substantiated or unsubstantiated, and preventive measures implemented in response to the incident to:

- a. The individual or individual's legal guardian or an advocate selected by the individual, as applicable.
- b. The licensed or certified provider and provider at the time of the incident.
- c. Service and Supports Specialist serving the individual or other person selected by the individual to coordinate services.
- d. In the case of an individual's death, the written summary shall be provided to the individual's family upon request.

The Southern Ohio Council of Governments (SOCOG) shall send all written summaries to required parties per the MUI rule.

The written summary shall not be provided to the PPI, the PPI's spouse, or the PPI's significant other. No later than five working days following the closure of a case, the county board shall make a reasonable attempt to notify the PPI as to whether the MUI has been substantiated, unsubstantiated/insufficient evidence, or unsubstantiated/unfounded.

The county board MUI coordinator or designee is responsible for communicating with the ICF/DD's administration or designee to ensure preventive plans have been completed and implemented.

11. Dispute MUI Summary Findings Procedure

An individual, individual's guardian, individual's advocate, or provider may dispute the findings by submitting a letter of dispute and supporting documentation to the county board superintendent, or to the director of the department if the department has conducted the investigation, within fifteen calendar days following receipt of the summary. An individual may receive assistance from any person selected by the individual to prepare a letter and provide supporting documentation.

The superintendent or designee or the director or designee, as applicable, shall consider the letter of dispute, the supporting documentation, and any other relevant information and issue a determination within thirty calendar days of such submission and take action consistent with such determination, including confirming or modifying the

findings or directing that more information be gathered and the findings be reconsidered.

In cases where the letter of dispute has been filed with the county board, the disputant may dispute the final findings made by the county board by filing those findings and any documentation contesting such findings that are disputed with the director of the department within fifteen calendar days of the county board determination. The director will issue a decision within thirty calendar days.

12. Disciplinary Action

The employee's supervisor from the County Board will administer disciplinary action that the supervisor determines to be applicable. The Agency Provider employee's supervisor will handle disciplinary action that the supervisor determines to be applicable. (The county board administration can request a Provider Compliance Review for Agency Providers and Independent Providers to be completed either by the SOCOG or the department.)

E. REVIEW, REMEDY, AND PREVENTION OF MAJOR UNUSUAL INCIDENTS

1. The Board and agency providers shall implement a written procedure for the internal review of all MUIs and shall be responsible for taking all reasonable steps necessary to prevent the reoccurrence of MUIs.
2. The Athens County Board of DD MUI Coordinator shall conduct UI/MUI Monthly Reviews with the Service and Supports Specialists. Each SSS will send the UI/MUI coordinator a written prevention plan per the UI/MUI rule. The MUI coordinator will file each prevention plan either in the MUI file or UI Log. The SSA will coordinate with the team as needed to develop a prevention plan that will address the causes and contributing factors of the incident. The team members shall jointly determine what constitutes reasonable steps necessary to prevent the reoccurrences of UI/MUIs. (If there is no SSS, individual team, or agency provider involved with the individual, a county board designee shall ensure that preventive measures as are reasonably possible are fully implemented.)
3. The Ohio Department of Developmental Disabilities shall review reports submitted by the Board for incidents listed in paragraph (K)(4) of the MUI Rule. The department may review any other reports and may obtain additional information necessary to consider the report, including copies of all investigation reports that have been prepared. Such additional information shall be provided within the time period specified by the department.
4. The Ohio Department of Developmental Disabilities shall determine when to close the following cases: Abuse, neglect, misappropriation, death, exploitation, failure to report, missing individual, peer-to-peer acts, prohibited sexual relations, rights code violation, unapproved behavior support, significant injury (when cause is unknown), an incident that is the subject of a director's alert, any MUI investigated by the department.

5. The county board shall review and close reports regarding all incidents listed below:
 - a. attempted suicide
 - b. known injury
 - c. law enforcement
 - d. medical emergency
 - e. unscheduled hospitalizations
 - f. significant injury (when cause is known)
6. When determining that a case should be closed, Ohio Department of Developmental Disabilities (department) or the Board shall consider the following criteria:
 - a. Whether all reasonable measures have been taken to ensure the health and welfare of the individual.
 - b. Whether a thorough investigation of the incident has been conducted;
 - c. Whether the incident is part of a pattern or trend requiring some additional action;
 - d. Whether appropriate measures have been implemented or rules have been satisfied;
 - e. Whether all requirements set forth in statute or rule have been satisfied;
 - f. Whether the case meets the criteria for referral to the abuse registry unit pursuant to ORC Section 5123.51.

The department may review any case to ensure it has been properly closed and shall conduct sample reviews to ensure proper closure by the county board. The department may re-open any investigation that does not meet requirements of this rule. The county board shall provide any information deemed necessary by the department to close the case.

7. The UI/MUI Coordinator or Designee shall be responsible for notifying the provider within 5 working days when a case is closed.
8. The ACBDD initiates action to address reoccurrence of MUI'S by implementing the following procedures.
 - a. A prevention plan is developed based upon the individual's needs and input from the individual and guardian as applicable.
 - b. The team will review the recommendations noted by the investigator for the MUI, and will apply according to the individual and team decision. This policy and procedure does not require the team or any agency to apply the recommendations noted by the investigator to the prevention plan.

- c. The team consists of different employees from various agencies involved with the individual and is not limited to any certain agency or individual.
- d. The MUI Coordinator/Designee requests the team-SSA or Provider to forward what actions have been implemented for the Prevention Plan within 5-days by email after receiving the MUI Summary Findings of the MUI Investigation.
- e. The MUI Coordinator/Designee will submit the Prevention Plan and recommend closure to the Internal Tracking System at the DODD.

F. ANALYZING MAJOR UNUSUAL INCIDENTS TO IDENTIFY PATTERNS AND TRENDS

- 1. County boards and agency provider shall analyze MUIs to identify trends and patterns semi-annually (July 31st and January 31st, respectively) with the annual review being comprehensive for the year.
- 2. County boards shall conduct the analysis and follow-up for all entities operated by county boards such as workshops, schools, transportation, and for all individual providers. The county board shall send its analysis and follow-up actions to the department by August 31st for the semi-annual review and by February 28th for the annual review.
- 3. Each agency provider shall send its analysis and follow-up actions to the county board for all programs operated in the county by August 31st for the semi-annual review and by February 28th for the annual review. The county board shall keep the analysis and follow-up actions file and make them available to the department upon request.
- 4. The county board and department shall review the analysis to ensure that all issues have been reasonable addressed to prevent reoccurrence.
- 5. The county board shall ensure that trends and patterns of MUIs are included and addressed in the affected individual's service plan.
- 6. Each county board or as applicable, each council of governments to which the county board belongs, shall have a committee that reviews trends and patterns of MUIs. The committee shall be made up of a reasonable representation of the county board(s), provider agencies, families, and other stakeholders deemed appropriate by the committee.
- 7. The role of the committee shall be to review and share the county or council of government's aggregate data prepared by the county board or council of government to identify trends, patterns, or areas for improving the quality of life for individuals supported in the county or counties.
- 8. The committee shall meet each September to review and analyze data for the first six months of the calendar year and each March to review and analyze data for the

preceding calendar year. The county board or council of governments shall send the aggregate data prepared for the meeting to all participants ten calendar days in advance of the meeting. The county board or council of governments shall hold the first meeting no later than September 20, 2007.

9. The county board or council of governments shall record and maintain minutes of each meeting, distribute the minutes to members of the committee, and make the minutes available to any person upon request.
10. The department shall ensure follow-up actions identified by the committee have been implemented.
11. The department shall prepare a report on trends and patterns identified through the process of reviewing MUIs. The department shall periodically, but at least semi-annually, review this report with a committee appointed by the director of the department which shall consist of at least six members who represent various stakeholder groups, including Ohio Legal Rights Service and the Ohio Department of Job and Family Services. The committee shall make recommendations to the department regarding whether appropriate actions to ensure the health and safety of individual served have been taken. The committee may request the department obtain additional information as may be necessary to make recommendations.

G. UNUSUAL INCIDENTS REQUIREMENTS

1. Required reporting
 - a. The Athens County Board of DD requires anyone who becomes aware of an unusual incident to report it to the person designated by each program component who can initiate proper action. These reports must be made no later than twenty-four (24) hours after the occurrence of the incident. Individual providers shall forward UI/MUIs to the county board by fax or in person the same day the UI is discovered and/or they can call the county board SSS or MUI coordinator and report the incident by phone. The MUI coordinator/designee is responsible for receiving and logging UIs into the UI Log date base.
 - b. The agency provider and county board as a provider shall ensure that all staff is trained and knowledgeable regarding the policy and procedure.
 - c. If the UI occurs at a site operated by the county board or at a site operated by an entity with which the county board contracts, the county board or contracted entity shall notify the licensed provider or staff or family, as applicable, at the individual's home. The notification shall be made the same day that the incident is discovered.
 - d. Each agency provider and county board as a provider shall maintain a log of all UIs. The log shall include, but not be limited to, the name of the individual, a brief description of the incident, any injuries, time, date, location, causes and contributing factors and preventive measures.

- e. The county board shall review, on a quartley basis, a representative sampling of provider logs, individual provider log(s), and logs where the county board is a provider for the purpose of ensuring that all MUIs required to be reported have been reported and that trends and patterns have been identified and addressed. The sampling shall be made available to the department for review upon request.
- f. When the county board is a provider of relevant services, the department shall review, on a monthly basis, a representative sampling of county board logs. The county board shall submit the specified logs to the department upon request. The department shall review the logs to ensure all MUIs have been reported and trends and patterns have been identified and addressed.
- g. The agency provider and the county board as a provider shall ensure that trends and patterns of UIs are included and addressed in each individual's service plan.

H. OVERSIGHT

- 1. The department shall conduct such reviews of county boards and providers as necessary to ensure the health and welfare of individuals and compliance with the requirements of this policy. Failure to comply with the requirements of this policy may be considered by the department in any regulatory capacity, including certification, licensure, and accreditation.
- 2. The department shall provide access to the ITS to this single state Medicaid agency and the Ohio Legal Rights Service in accordance with Section 5123.604 of the Revised Code.

I. ACCESS TO RECORDS

- 1. Reports made under the ORC Section 5123.61 and this policy are not public records as defined in the ORC Section 149.43. Records may be provided to parties authorized to receive them in accordance with the ORC Sections 5123.613 and 5126.044 of the revised code, to any governmental entity authorized to investigate the circumstances of the alleged abuse or neglect, misappropriation, or exploitation and to any party to the extent that release of record is necessary for the health or safety of an individual.
- 2. The county board shall not review, copy, or include in any reports required by this policy such as personnel records of an employee that is confidential under State or Federal statutes or rules, including medical and insurance records, Worker's Compensation records, Immigration status forms (I-9), and Social Security numbers.
- 3. The Board may review, but not copy, personnel records that include confidential information about an employee including, but not limited to, payroll records, performance evaluations, disciplinary records, correspondence to employees regarding status of employment, motor vehicles, and criminal records checks. The County Board may include in reports required by this rule information about the results of the review of personnel records specified in this paragraph.

4. The county board may review and copy personnel records prepared in connection with the provider's daily operations, such as training records, time sheets, and work schedules.
5. Upon the department's request, the provider shall provide to the department copies of personnel records that are not confidential. Any party entitled to receive a report required by this rule may waive receipt of the report. Any waiver of receipt of a report shall be made in writing.
6. The provider shall redact any confidential information contained in a record as identified in paragraph (O)(2) of this rule before the copies are provided to the county board or the department.
7. The MUI Coordinator may forward the Major Unusual Incident Investigative Report or MUI Review to a county board supervisor and staff at supervisor's discretion (the MUI report is not shared with the PPI or staff that may constitute a conflict between supervisor and other staff). This is to ensure pertinent information is shared with staff that is involved with the individual to prevent the possibility of another MUI reoccurring or to compose a prevention plan.

J. TRAINING AND TECHNICAL ASSISTANCE

1. All agency providers and county boards shall ensure their staff is trained on the requirements of this rule regarding the identification and reporting of MUIs and UIs prior to unsupervised contact with any individual and in all cases, no later than thirty calendar days after employment. Thereafter, all employees shall receive training during each calendar year which shall include a review of health and safety alerts released since the previous calendar year's training.
2. All individual providers shall follow the requirements for initial training on the provisions of the MUI Rule according to their certification requirements and shall receive annual training from the date of certification on identification and reporting of MUIs and UIs and health and safety alerts released since the previous calendar year's training.
3. All agency providers and county boards shall ensure that all staff responsible for administrative compliance with this rule receives training on all applicable requirements of this rule at the time of employment or no later than ninety calendar days from the time of employment and each calendar year thereafter. The training shall include the review of health and safety alerts released since the previous calendar year's training.
4. The county board shall ensure that staff responsible for conducting investigations receive initial and annual department approved training.

5. The department shall provide technical assistance and training to providers and county boards as necessary. The department shall periodically monitor compliance with the provisions of this rule.

ORIGINAL

TO BE ENACTED

APPENDIX

INVESTIGATION PROTOCOL

The investigation consists of four basic steps:

- A. Planning the Investigation,
- B. Gathering Information,
- C. Analysis of Information, and
- D. Completion of an Investigation Report.

The investigator should take the following steps in conducting an investigation:

1. Initiate the investigation (see Steps 2-9) within 48 hours of the time the report was filed. Some cases require immediate investigation. The administrative investigation should not interfere with the criminal investigation. Incidents that are referred to law enforcement and a criminal investigation is ongoing, there should be follow-up (see Step 4).
2. Secure all physical evidence; take photographs of injuries (as needed) and secure/sketch photograph the scene of the incident.
3. Visit the scene of the incident as soon as possible (if applicable).
4. Follow-up with law enforcement, CSB, if needed.
5. Review all relevant documents relating to the primary person involved that forms the basis for the reported incident and the alleged victim.
6. Interview all direct witnesses to the incident, including the individual. Document the interviews.
7. Interview medical professionals (as needed) as to the possible cause of age of injuries. Document the interviews.
8. Interview others who may have relevant information - Service and Support Administrators, Program Directors, medical personnel who treated the injured individual. Document the interviews.
9. Gather written statements from all relevant witness.
10. Conduct follow-up interviews, if needed.
11. Complete an investigation report, which includes the following:
 - a. Clear statement of the allegation and the basic question(s) to be answered by the investigation,
 - b. Evaluation of all witnesses and documentary evidence in a clear, complete and non-ambiguous manner,
 - c. Evaluation of the relative credibility of the witnesses,
 - d. A succinct and well-reasoned analysis of the evidence, and
 - e. A clearly stated conclusion, which identifies which allegation were and were not substantiated.

Athens County Mobility Management

The Athens Mobility Management (AMM) project and the Mobility Manager (MM) position were started in 2010 to coordinate and promote better mobility services as identified in the Athens County Coordinated Plan. AMM is currently funded through ODOT's Specialized Transit grant and local matches from local partners committed to expanding transportation and addressing mobility issues for persons with disabilities, elderly community members, and the general public.



Travel Training with a DD class from Federal Hocking High School. May 19th, 2017

AMM project works to increase the understanding of the current needs of transportation by attending and participating in transportation related meetings, town halls, and community discussions. Direct community involvement and working with local organizations allows AMM to identify the current transportation needs and gaps directly from the community. The MM regularly attends the Athens City Disabilities Committee and ATCO Transition Meetings, and extends invitations for those with disabilities to attend the Athens County Transportation meeting and transportation planning meetings.

AMM project increases the awareness of current options and programs for the community through advocating at events and partnering with a multitude of local organizations and businesses. Participation and involvement in various community events is the groundwork for spreading the message of AMM program benefits to the community in general.

The MM updates the current Athens Mobility website, brochures, tracking methods, and other marketing materials to be used throughout the county and increases the reach of transportation information and options. These outreach materials can be customized to the population that is aimed to be served. AMM also offers travel training for all types of transportation options to the community for free.

AMM program increases local capacity for transportation services by collaborating between services and organizations to work together to serve a larger scope of individuals and the community. Athens On Demand Transit is excited to announce that they will be able to provide rides to ACBDD clients through an administrative contract beginning in 2017.

AMM serves as the 'single contact person' for Athens County mobility and transportation related services. The program will continue to assist individuals with accessing all community transportation options being available to guide individuals to the correct transportation option for their situation, and educating individuals on their current options.



Athens Mobility Management Display at the Athens Disabilities Awareness Festival. March 21st, 2017.

Hocking Athens Perry Community Action and the Athens Mobility Management project would like to thank the Athens County Board of Developmental Disabilities for their continued support of Mobility Management in Athens County.



801 West Union Street - Athens, Ohio 45701
Phone: 740-594-3539 - Fax: 740-593-3189
Kevin Davis, Superintendent
athenscbdd.org

Substitute Van Drivers/Custodians
Proposed Pay Increase
Gwen Brooks, HR Director
Butch Withem, Facilities/Transportation Director

We request the hourly rate of all current and new Substitute Van Drivers/Custodians be increased from \$10 to \$12. This increase will do two things:

- This will put our agency close to the average minimum allowable of 20 other counties. See attached document for details.
- We also believe this will assist with recruitment and retention. The current posting at \$10/hour, announced on June 16, 2017, has generated zero applications.

ACBDD - Administration
Beacon School and MUI Dept.
801 West Union Street
Athens, Ohio 45701
Phone: 740-594-3539
Fax: 740-593-3189
athenscbdd.org

ATCO Adult Services
21 South Campbell Street
Athens, Ohio 45701
Phone: 740-592-6659
Fax: 740-594-7814
atcoinc.org

Employment Options / PersonnelPlus
The Market on State
1002 East State Street, Suite 5
Athens, OH 45701
Phone: 740-592-3416
Fax: 740-593-8236

Service & Support Admin.
Transportation Services
9033 Lavelle Road
Athens, Ohio 45701
Phone: 740-592-6006
Fax: 740-594-5048

ACBDD is an equal opportunity employer and provider of services

Van Driver	Hourly Compensation (High Actual)	Hourly Compensation (Low Actual)	Hourly Compensation (Maximum allowable)	Hourly Compensation (Minimum allowable)
Richland	\$14.73	\$9.74	\$14.73	\$9.74
Hocking	\$13.83	\$9.95	\$14.92	\$9.95
Huron	\$12.08	\$10.00	\$18.04	\$10.43
Putnam	\$10.00	\$10.00		
Athens	\$14.18	\$10.29		\$10.00
Erie	\$13.52	\$10.50		\$9.50
Mercer	\$13.27	\$11.29	\$14.99	\$10.00
Miami	\$15.77	\$11.43	\$15.77	\$10.07
Madison	\$17.19	\$11.50		
Wood	\$14.53	\$11.53		\$11.53
Henry	\$12.24	\$12.24		
Ashland	\$15.15	\$12.63	\$21.25	\$11.85
Sandusky	\$13.31	\$12.75		
Shelby	\$15.90	\$13.14	\$16.11	\$10.08
Portage	\$15.05	\$13.92	\$15.05	\$13.40
Fairfield	\$14.33	\$14.33	\$18.63	\$10.55
Holmes	\$20.14	\$14.93	\$13.57	\$11.79
Adams	\$21.55	\$17.24	\$23.71	\$17.24
Stark	\$21.03	\$19.81	\$21.03	\$13.90
Franklin			\$22.97	\$13.68
Medina			\$17.57	\$11.76
AVERAGE	\$15.15	\$12.49	\$17.74	\$11.50

4.5 STAFF ~~ONGOING~~ TRAINING & PROFESSIONAL DEVELOPMENT

Adopted	11/19/1996
Status	<u>PENDING Approved APPROVAL 11/23/2010</u>
Historical Versions	9/16/1997; 4/18/2006; <u>11/23/2010</u>
Initiated by:	Gwen Brooks, Director of Human Resources
Approved by:	<u>Athens County Board of Developmental Disabilities</u>

Overview

The Athens County Board of Developmental Disabilities (the Board) supports and encourages staff development activities such as formal course work, workshops, conferences, seminars, participation in professional organizations and observations of other programs.

All staff members shall be required to complete training and professional growth hours necessary for maintenance of his/her required registration, certification or license. Although an employee may be fully certified, registered and/or licensed, the Board may require additional training for staff development or to remain abreast of changes within the relevant profession. Cost of any required training shall be incurred by the Board.

ACBDD Provided Training

Training shall ~~occur on an annual basis be~~ provided by the Board via staff meetings, in-services trainings, seminars and conferences. Internal in-service training shall be documented by the Superintendent/designee and maintained in the respective employee's personnel file.

Regularly scheduled, mandatory staff meetings will be scheduled within each department. Staff meetings allow for discussion of topics of current concern such as new policies, procedures, methods of training, instruction, curriculum, and other matters as needed.

~~Annual~~ Staff training provided by the Board shall include, but not limited to requirements as per the Ohio Administrative Code Chapter 5123 or other regulating bodies the following:

- A. Safe lifting, carrying and moving, and prevention aspects ~~An in-service which stresses body of~~
body mechanics,
- ~~A. —an introduction to anatomy and physiology, prevention aspects, and safe suggested means~~
~~of lifting, carrying and moving.~~
- B. Behavior Supports
- C. Blood-borne Pathogens
- D. Hazardous Communications
- E. Abuse/Neglect — Abuser Registry Notice
- F. Consumer Bill of Rights
- G. 24~~14~~-Day Notice of Felony Conviction
- H. Ethics
- I. UI/MUI
- J. Computer sSecurity aAwareness and usage

|

DRAFT

K.—Computer Usage Training

At the conclusion of this training, an annual signed statement that staff understand and will adhere to

- Policy 3080 Computer Usage
- Policy 3085 Portable Computing Devices and Home Computer Use
- Policy 3090 Security Incident Response and Reporting

Will be collected at this training and kept in the employee's personnel file.

External Professional Development

In addition to any Board required or provided training, employees may be granted with supervisor approval professional leave time up to four days annually to attend external professional development opportunities. Reimbursement of expenses incurred up to \$500 must have the approval of the appropriate supervisor; expenses above \$500 or requests of more than four days must be approved by the Superintendent.

Employees attending external professional development may be requested to submit a report or give a presentation concerning their observations and learning experiences. It is the staff member's responsibility to submit documentation to human resources to be maintained in the staff's personnel file.

New Staff

Each new employee will be provided with an orientation in accordance with Ohio Administrative Code 5123 and other regulating bodies such as Ohio Department of Developmental Disabilities and Ohio Department of Education.

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Section: 4.4**Adopted: 11/9/96****Revised: 9/16/97; 4/18/06, 5/26/09, 8/25/15****Effective: 9/16/97; 4/18/06, 5/26/09, 8/25/15****4.4 TRAINING**

All personnel employed by the Board are encouraged to participate in staff development activities such as formal course work, workshops, clinics, local area meetings, and observations of other programs.

Records of in-service participation shall be maintained in the personnel file of each staff member. It is the staff member's responsibility to submit such records in accordance with the Board policy on Professional Leave.

Individuals participating in in-service activities may be given professional leave in accordance with the Board policy on Professional Leave.

Individuals participating in in-service activities during professional leave time may be requested to submit a report or give a presentation concerning their observations and learning experiences.

Although an employee may be fully certified, registered and/or licensed for his/her position, the Board may request additional training or course work be obtained in order to remain abreast of current information, improve upon weaknesses which appear in an employee's performance evaluation, and/or assist the employee in keeping up with the changes within his/her profession.

The Board may require that an employee attend workshops, seminars, and/or in-service training sessions that relate to his/her position.

Regularly scheduled staff meetings will be scheduled within each department. Attendance is required for all employees within each department. These staff meetings will allow time for discussion of topics of current concern within the program such as new policies, procedures, methods of training, instruction, curriculum, and other matters as needed. A copy of the minutes of each staff meeting will be filed in the administrative office.

Each new employee will be provided with the approved Board initial orientation training. Employees required to maintain certification/registration in the areas of Adult Services and Services & Support Administration, must, within the first 90 days of employment, complete either the "Ohio Alliance of Direct Support Professionals Professional Advancement Through Training and Education in Human Services (PATHS) Certificate of Initial Proficiency" program or eight (8) hours of orientation training that addresses the topics identified in O.A.C. 5123:2-5-01 (Adult Services) and O.A.C. 5123:2-5-02 (SSA). Each employee must receive annual training on universal precautions/bloodborne pathogens and DODD MUI Unit Health & Safety Alerts. In each Board Program directly serving individuals (Beacon School, Atco Adult Services) there must be three (3) staff on duty who have current First Aid and CPR Training.

Section: 4.5

Adopted: 11/19/96

Revised: 9/16/97; 4/18/06; 11/23/10

Effective: 9/16/97; 4/18/06, 11/23/10

4.5 STAFF ONGOING TRAINING

Training shall occur on an annual basis via staff meetings, in-services, seminars and conferences. All staff members shall be required to complete training and professional growth hours necessary for maintenance of his/her required registration, certification or license. In-service training shall be documented by the Superintendent/designee and maintained in the respective employee's personnel file.

Annual staff training shall include the following:

- A. An in-service which stresses body mechanics, an introduction to anatomy and physiology, prevention aspects, and safe suggested means of lifting, carrying and moving.
- B. Behavior Supports
- C. Blood Borne Pathogens
- D. Hazardous Communications
- E. Abuse/Neglect
- F. Consumer Bill of Rights
- G. 21-Day Notice of Felony Conviction
- H. Ethics
- I. UI/MUI
- J. Computer Security Awareness
- K. Computer Usage Training

At the conclusion of this training, an annual signed statement that staff understand and will adhere to

- Policy 3080 Computer Usage
- Policy 3085 Portable Computing Devices and Home Computer Use
- Policy 3090 Security Incident Response and Reporting

Will be collected at this training and kept in the employee's personnel file.

6.7 PROFESSIONAL LEAVE

1. Each employee of the Board may be granted professional leave to attend professional meetings, conferences, workshops, courses, etc. Professional leave is intended to allow employees to receive specialized training and information without loss of pay, and to stimulate and support their professional growth.
2. Employees may be granted the following number of professional days:

Seasonal: 3 days

Twelve month (260 days): 4 days
3. In the event that part-time employees who work irregular schedules take professional leave pursuant to this schedule, they will be paid one-fifth of the number of hours to be worked during the week in which the leave falls for each day of such leave.
4. Professional leave does not accumulate and must be taken in the calendar year in which it was granted.
5. Employees wishing to use professional leave should submit their request to their supervisor ten (10) days in advance of the requested leave.
6. Scheduled staff development days in the Board calendar or scheduled by management do not count as professional leave taken.
7. If employees are required to attend a conference /workshop or a professional development experience, this does not count as one of the allotted professional days.

Buckeye Community Services

P.O. Box 604 • 220 Morton Street • Jackson, OH 45640 • (740) 286-5039

August 3, 2017

801 West Union Street
Athens, Ohio 45701

Dear Mr. Davis:

Please find attached the day hab contract for adult services for our consumers living at the Buckeye Community Services Hartman ICF/IDD home for the years 2017 through 2018.

The contract within is a general contract for consumers attending day hab programing. Please bill and document only for the days that consumers are present (5.2.2a). I have attached a suggested census sheet. It can double as an attendance and billing sheet.

We are able to increase our rate to \$54.00 this year. I hope this is acceptable to you. Please feel free to call me if you have any questions or need further discussion. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jorji Milliken".

Jorji Milliken

Executive Director

Buckeye Community Services

CONTRACT FOR ADULT SERVICES
BETWEEN
BUCKEYE COMMUNITY SERVICES’
HARTMAN ROAD HOME
AND THE
ATHENS
COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

Article 1. Preliminary Recitals

- 1.1 Contract** This contract is entered into by and between Buckeye Community Services’ Hartman Rd. Home hereinafter “the ICF/IDD” and the Athens County Board of Developmental Disabilities, hereinafter the “DD Board”. The parties entering into this contract in consideration of the provisions of the contract and mutual covenants and promises set forth herein.
- 1.2 Term**
- The term of this contract is from November 1, 2017 through October 31, 2018, unless either party terminates the contract in accordance with Article 8.

Article 2. Definitions

- 2.1 Applicable Law** means those federal, state, and local laws and regulations, which govern the conduct of the parties involved in this contract.
- 2.2 Applicable Requirements** includes all of the following to the extent that any of these requirements govern the conduct of the parties to this contract:
- 2.2.1 Applicable law,
- 2.2.2. Guidelines from CMS, ODJFS, ODH, and ODDD, which require compliance by the parties,
- 2.2.3 the requirements of this contract.
- 2.3 C.F.R.** means the Code of Federal Regulations.
- 2.4 Individual** means a person eligible to be served under this contract.
- 2.5 Individual Program Plan (IPP)** means a plan for individual services developed in accordance with 42 C.F.R. 483.440(c)(1)

- 2.6 Contract** shall mean this agreement and any and all attachments hereto which are incorporated herein as if fully rewritten.
- 2.7 HIPAA** means the Health Insurance Portability and Accountability Act of 1996 codified in 42 U.S.C.1320 –1320d-8.
- 2.8 Interdisciplinary Team (IDT)** means the team required to develop IPPs under 42 C.F.R. 483.440(c)
- 2.9 Minimum Necessary** means the minimum amount of protected health information necessary to achieve the purpose of the use or disclosure as set forth more fully in HIPAA.
- 2.10 O.A.C.** refers to the Ohio Administrative Code and any amendment made effective during the term of this contract.
- 2.11 O.R.C.** refer to the Ohio Revised Code and any amendment made effective during the term of this contract.
- 2.12 PHI** means Protected health Information as defined by HIPAA at 45 C.F.R. 160.103 as amended.
- 2.13 U.S.C.** means the United States Code

Article 3. Duties Applicable to Both Parties

- 3.1 General Requirements** The parties shall perform their respective duties under this contract in accordance with applicable requirements.
- 3.2 Independent Parties** Each party is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and treatment provided by such party to individuals under this contract.
- 3.3 Non-Discrimination** Both parties shall prohibit discrimination on the basis of race, ethnicity, age, color, religion, sex, national origin, sexual or affectional orientation, disability, economic circumstance, HIV infection, AIDS-related complex or AIDS, and veteran status.
- 3.4 Access to Information and Premises**
- 3.4.1 Each party shall, upon request, or as required by applicable requirements, and to the extent permitted by applicable requirements, provide the other party with such information as is reasonably necessary to permit each party to carry out its duties under applicable requirements and to monitor compliance with the terms of this Contract.
- 3.4.2 Each party shall, upon request, or as required by applicable requirements, and to the extent permitted by applicable requirements, provide the other party with access to the premises and staff as is reasonably necessary to permit each party to carry out its duties under applicable requirements and to monitor compliance with the terms of this contract.
- 3.5 Monitoring** Each party shall cooperate with the other party in all monitoring activities required under applicable requirements, including, but not limited to program reviews, Medicaid compliance reviews, audits and other fiscal monitoring.

3.6 Unusual or Major Unusual Incidents The parties agree to comply with applicable requirements relating to unusual and major unusual incidents in the protection of the health and welfare of individuals served under this contract. Each party agrees to notify the other of all significant incidents involving the individuals, which include but are not limited to, notifying the other party in the event of unusual incidents, major unusual incidents, injuries of unknown origin, allegations of abuse, neglect, misappropriation of property, and/or death. The DD Board shall provide the ICF/IDD with the necessary telephone and/or facsimile numbers for their compliance with this provision. If such an event occurs during the time while the individual is in the care of the DD Board, the DD Board agrees to immediately notify the ICF/IDD administrator or designee, the individual's parent, and/or legal guardian. The ICF/IDD shall provide the DD Board with the necessary telephone and/or facsimile numbers for their compliance with this provision.

3.7 HIPAA Compliance

- 3.7.1 The parties shall cooperate in operationalizing requirements imposed upon them by HIPAA. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including, but not limited to, the steps set forth in this section 3.7.
- 3.7.2 If one of the parties agrees to use or disclose protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use or disclosure. The elements of such agreements shall conform to HIPAA requirements.
- 3.7.3 The parties shall cooperate in determining how information will be transmitted to conform with requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement which defines the duties of the parties for the EDI transmissions.
- 3.7.4 The parties shall cooperate in assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements which will address joint security issues.
- 3.7.5 Any uses or disclosures of PHI will be made in accordance with the HIPAA regulations and when applicable, any stricter or more stringent requirements of other federal or state law will be adhered to by the parties.
- 3.7.6 Requests for and disclosures of PHI will comply with the minimum necessary standard as required by the HIPAA regulations.

3.8 Intake and Admissions

- 3.8.1 The DD Board shall not serve any individual who is not eligible for services from the DD Board under applicable requirements.
- 3.8.2 Prior to initiation of services, the ICF/IDD shall provide the DD Board with the following information:
 - a. A complete and current referral packet.
 - b. Such additional information on an individual as the DD Board may request prior to the initiation of services.
- 3.8.3 The ICF/IDD shall notify the DD Board of all meetings of the Interdisciplinary Team (IDT) involving individuals either being served or for whom services are being requested under

this contract. The DD Board shall not serve any individual if the DD Board has either not been notified of a meeting of the IDT or if the DD Board has been prevented from attending such meeting.

- a. Once notified, the DD Board shall make staff available for meetings of the staff of the ICF/IDD reviewing services for an individual being served or for who services are being requested under this contract. When reasonable written advance notice has been given to the DD Board, and none of their employees are able to attend such meetings, then the DD Board agrees to abide by the decisions made by those members of the IDT attending the meetings.

3.8.4 The DD Board shall make an admissions decision with thirty (30) days after receipt of documents required under section 3.8.2 and participation in meetings as required in section 3.8.3.

3.8.5 The DD Board may accept individuals for the ICF/IDD to extent permitted by and in accordance with applicable requirements, including, but not limited to, the availability of adequate resources as defined by applicable law.

Article 4. Duties of the ICF/IDD

4.1 General

4.1.1 The ICF/IDD shall be responsible to carry out all obligations of the ICF/IDD as set forth in applicable law, except to the extent that any obligation has been explicitly covered under this contract.

4.1.2 Any delegation of any obligation of the ICF/IDD to the DD Board under this contract shall not alter the duty of the ICF/IDD to meet all requirements of applicable law.

4.1.3 Nothing in the contract shall be interpreted to impose requirements on the ICF/IDD other than those which are explicitly set forth in this contract.

4.1.4 Nothing in the contract shall be interpreted to prevent the ICF/IDD from seeking services for an individual from a party other than the DD Board if the IDT determines that the services provided by the DD Board do not meet the identified needs of the individual and/or applicable rules, regulations, or laws.

4.2 Adequate Documentation The ICF/IDD shall provide the DD Board with all current and complete information reasonably related to the condition of individuals served or seeking services under this contract. Such information shall be supplemented in a timely manner.

4.3 Development of Individual Program Plans (IPP) The ICF/IDD shall:

4.3.1 Give prior notice within a reasonable time to the DD Board of all meetings of the IDT during which IPPs of individuals served under this contract are being reviewed.

4.3.2 Permit the DD Board to participate in all meetings of the IDT related to persons being served under this contract for purposes of addressing adult day programming needs, or for whom the ICF/IDD is requesting such services.

4.3.3 The QMRP of the ICF/IDD shall ensure that all applicable functional assessments are completed

for any participating individuals for whom the DD Board provides services in accordance with applicable federal and state laws and regulations.

- 4.3.4 The QMRP of the ICF/IDD shall ensure that each individual has a single IPP which conforms with the applicable requirements under federal and state laws and regulations and which defines which services are required to be provided to the individual. The IPP shall define those services listed in the IPP which shall be the responsibility of the ICF/IDD and the services which shall be the responsibility of the DD Board under this contract.
- 4.3.5 The QMRP of the ICF/IDD shall notify the DD Board as soon as possible of any needed program changes or changes in the condition of the participating individual which may affect the individual's participation in the services provided by the DD Board.

4.4 Participation with DD Board. The ICF/IDD, once notified, shall make staff available for meetings of the staff of the DD Board reviewing services provided under this contract.

4.5 Payment The ICF/IDD shall pay for services provided under this contract in accordance with the requirements of Article 6.

- 4.5.1 The ICF/IDD agrees to pay and the DD Board agrees to accept as full payment for services, the rate agreed upon in this contract. In no event shall the ICF/IDD be required to pay the DD Board an amount in excess of the daily rate for such services that the ICF/IDD has agreed to pay under this contract.

4.6 Behavior Intervention The ICF/IDD shall:

- 4.6.1 Give prior notice within a reasonable time to the DD Board of all meetings related to the development, implementation and/or modification of behavior intervention plans affecting individuals served under this contract.
- 4.6.2 Permit the DD Board to participate in all meetings of the ICF/IDD Staff related to the development, implementation, and/or modification of behavior \ intervention plans affecting individuals served under this contract, of for whom the ICF/IDD is requesting services.
- 4.6.3 Provide necessary staff to attend meetings held by the DD Board related to the development, implementation and/or modification of behavior intervention for persons being served under this contract, or for who the ICF/IDD is requesting services.

4.7 Nursing In the event a participating individual requires medication or other specialized nursing or medical care, the ICF/IDD shall:

- 4.7.1 Provide all records and other information as necessary to inform the DD Board about the nature and extent of the medical problem and to enable the DD Board to manage the problem during the time it is providing services to the individual.
- 4.7.2 Provide such medication, equipment, etc. as needed during the time the individual is receiving services from the DD Board.

Article 5. Duties of the DD Board

5.1 General Nothing in this contract shall be interpreted to require the DD Board to serve an individual who is not eligible for services from the DD Board or to provide services when adequate resources are not available.

5.2 Establishment of Capacity

5.2.1 The DD Board has established the capacity for adult services in accordance with the resolutions of the DD Board based on available resources.

5.2.2 In consideration for additional resources provided by the ICF/IDD, as set forth in this contract, the DD Board shall use up to up to 4 slots for individuals from within the adult services program as each such slot shall provide 235 days of adult services. The DD Board shall maintain these slots exclusively for individuals referred under this contract.

- a. Except as stated in section 5.2.2c, the ICF/IDD shall pay for each slot maintained by the DD Board for individuals residing in the ICF/IDD under this section. The County Board of DD will bill for each individual contracted, based on their attendance.
- b. In the event that such a slot becomes vacant, the ICF/IDD may refer another individual in accordance with section 3.8.
- c. When there is a vacancy at the ICF/IDD for which the ICF/IDD is unable to receive Medicaid payment and the individual who created such vacancy occupied a slot under this contract, the DD Board will not charge the ICF/IDD for such a slot until the vacancy is filled.

5.3 Services The DD Board shall provide the following services to individuals referred by the ICF/IDD and accepted by the DD Board:

5.3.1 Adult Activities

The DD Board shall provide adult activities in accordance with each individual's IPP developed in accordance with this contract.

- a. The DD Board shall, during the term of this contract, provide the services in accordance with applicable federal and state laws, and regulations and shall perform the administrative, documentation, record-keeping, reporting, and other duties reasonably related to the provision of the services which the ICF/IDD and /or federal and state laws and regulations may reasonably require from time to time.
- b. The DD Board shall, during the term of this contract, provide services consisting of needed interventions and services, which include a program of specialized and generic training, treatment, health services, and related services, in sufficient number and frequency to support the achievement of the objectives identified in each participating individual's IPP as well as services ensuring as much self determination and independence as possible. The DD Board shall not be required to render therapy services for which no funding is available through Medicaid or ODDD system.

- c. The DD Board shall provide documentation and any other information necessary to permit the ICF/IDD to complete any Plan of Correction in response to a Statement of Deficiency under the terms of this contract and in accordance with the participating individuals' IPPs.
- d. The DD Board shall notify the QMRP of the ICF/IDD as soon as possible of any needed program changes or changes in the condition of the participating individual which may affect the IPP.
- e. The DD Board understands and fully agrees that no changes to a participating individual's IPP shall be made without the written authorization of the QMRP of the ICF/DD.
- f. The DD Board shall ensure that for any participating individuals all applicable assessments are completed for the services the DD Board provides and that the assessments are in accordance with applicable federal and state laws and regulations.
- g. Once notified, the DD Board shall make staff available for meetings of the staff of the ICF/IDD reviewing services for an individual being served or for who services are being requested under this contract. When reasonable advance written notice has been given to the DD Board and none of their employees are available for such meetings, the DD Board agrees to abide by the decisions made by those members of the IDT attending the meetings.

5.3.2 Transportation

The DD Board shall provide transportation to and from ATCO for all individuals receiving services under this contract. The DD Board shall provide sufficient staff with sufficient qualifications to supervise the individuals during any transportation provided pursuant to this contract and any applicable rules, regulations, or laws.

5.3.3 Nursing/Delegated Nursing

- a. The DD Board shall provide nursing or delegated nursing services in accordance with applicable requirements.
- b. The DD Board shall store, maintain, and administer medication for the participating individuals in accordance with the rules and regulations of delegated nursing.

5.3.4 Behavior Intervention

The DD Board shall provide behavior intervention services in accordance with applicable requirements.

5.4 Staff

- 5.4.1 The DD Board shall employ and schedule staff in sufficient numbers and with sufficient academic background and/or experience, to meet the training, health, safety, and social and personal needs of residents as such needs are mutually agreed upon by the parties and as required under applicable requirements.

5.4.2 In the event that the DD Board determines that the needs of an individual served under this contract cannot be met within available resources, including, but not limited to available staff, the DD Board shall notify the ICF/IDD in writing. The parties shall meet to arrange for such additional resources as may be required to serve such individual. In the event that the parties cannot agree on additional resources required to provide services to the individual, the DD Board may initiate procedures to remove said individual from the program in accordance with applicable requirements.

5.5 Documentation The DD Board shall provide documentation of services provided by the DD Board under this contract in accordance with forms and standards prescribed by the ICF/IDD.

5.6 Due Process The DD Board shall ensure that due process is provided, to the extent required by applicable requirements, to individuals being served by the DD Board under this contract.

Article 6. Payment

6.1 The ICF/IDD shall pay the DD Board a rate of \$54.00 per day not to exceed 235 days for up to 4 slots allocated to the ICF/IDD, as set forth in section 5.2.2.

6.1.1 The ICF/IDD agrees to pay and the DD Board agrees to accept as full payment for services, the rate agreed upon in this contract. In no event shall the ICF/IDD be required to pay the DD Board an amount in excess of the daily rate for such services that the ICF/IDD has agreed to pay under this contract

6.1.2 The DD Board shall bill the ICF/IDD on a monthly basis for its provision of the services to participating individuals in accordance with the daily rate established herein. The ICF/IDD shall deliver payment to the DD Board within thirty (30) days of the ICF/IDD's receipt of the invoice, provided that the ICF/IDD has been reimbursed under Medicaid for the ICF/IDD services it provides to the participating individuals.

6.1.3 The DD Board shall submit claims for services to the ICF/IDD no more than forty-five (45) days after the end of the calendar year in which the services were provided. All claims received by the ICF/IDD after this date shall be denied. The DD Board understands and agrees that this deadline is necessary to ensure the ICF/IDD's timely preparation of its annual cost report.

Article 7. Conflict Resolution

Except as stated in 8.2, in the event of a conflict related to the terms or implementation of this contract, the parties shall follow the procedures in O.A.C. 5123:2-1-12.

Article 8. Modification, Termination

8.1 Modifications This contract, including, without limitation, the term, may be modified by the mutual consent of the parties in writing.

8.2 Termination This contract may be terminated, with or without cause, by either party provided that the

party seeking termination gives written notice of the intent to terminate this contract not less than 30 days prior to the proposed date of termination. Termination by either party under this section 8.2 shall not be subject to Article 7.

Article 9. Miscellaneous

- 9.1 **Attachments** The attachments are hereby incorporated as part of this contract. In the event that any section of any attachment is inconsistent with any requirement of this contract, the terms of this contract shall be binding on the parties.
- 9.2 **Entire Agreement** It is acknowledged by the parties hereto that this contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this contract.
- 9.3 **Severability** Should any portion of this contract be deemed unenforceable by any administrative or 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 Article 8 of this contract.
- 9.4 **Notices** All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail.
- 9.5 **Governing Law** This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- 9.6 **Captions** The paragraph captions and headings in this contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this contract or any of the terms of this contract.
- 9.7 **Waiver** The waiver of breach of any term of this contract shall not be interpreted as waiver of any other term of this contract.

SIGNATURES:

On behalf of the ICF/IDD:



Date:

8/3/17

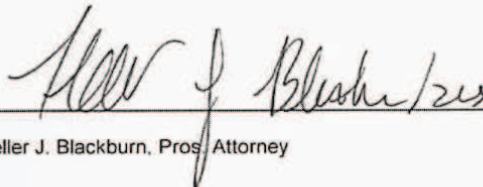
On behalf of the DD Board:



Date:

8/7/17

Approved as to form:



Keller J. Blackburn, Pros. Attorney

8/15/17

Date

Buckeye Community Services Census Sheet

Location/Home _____

Daily Census for the Month of _____

Total Workshop
Total Paid

[illegible]

Notes:

Coding Key - Medicaid Group Homes

- Send the ORIGINAL to the Business Office by the 5th day following the end of the month.
- | | | |
|---|---|---|
| A | - | Admitted |
| D | - | Day of Discharge from the program |
| X | - | Present in the Home and not attending workshop. (Must be at least 8 hours from 12:00 AM - 11:59 PM) |
| T | - | Therapeutic Leave Day (Family visit, camp, non-staffed vacation) |
| H | - | Hospitalization Day |

Coding Key - Waiver Sites

- * Fax or send a copy of the census sheet on the 16th of each month to the Business Office.
* Send the ORIGINAL to the Business Office with timesheets the 1st day following the end of the month.
- | | | |
|---|---|---|
| A | - | Admitted |
| D | - | Day of Discharge from the program |
| X | - | Present in the Home (Must be at least 15 Minutes from 12:00 AM - 11:59 PM) |

Exhibit 9



ACBDD - Administration

801 West Union Street - Athens, Ohio 45701
Phone: 740-594-3539 - Fax: 740-593-3189
Kevin Davis, Superintendent
athenscbdd.org

August 2017 Board Report

Kevin Davis, Superintendent

- Leadership Meetings – Multiple leadership meetings (with senior management) have been held in June, July, and August.
- All Managers' meetings – All managers' meeting (with any staff who has management responsibilities) was held on August 2nd. The next all managers' meeting will be held on September 6, at 8:30am.
- Ohio Association Of County Boards – **Articles attached**
- The Southern Ohio Council of Governments Superintendent's meeting was cancelled in July due to a lack of attendance.
- We continue to examine the offerings of MEORC versus the SOCOG in an effort to determine which (or a combination of both) will best serve the county board.
- We met with the director of MUI (major unusual incidents) Kurt Smolira from MEORC on August 2nd, to explore their offerings.
- We met with the director of SOCOG (Amy Cartwright) on August 1st.
- Family Children First Council executive meeting – was held on July 19, and August 16, 2017.
- We have selected the agency to take over Passion Works – Creative Foundations – The transition is complete.
- The ATCO Board meeting was held on Wednesday, July 19 and Wednesday, August 16.

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Fax: 740-593-3189
athenscbdd.org

ATCO Adult Services
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Athens, Ohio 45701
Phone: 740-592-6659
Fax: 740-594-7814
atcoinc.org

Employment Options / PersonnelPlus
The Market on State
1002 East State Street, Suite 5
Athens, OH 45701
Phone: 740-592-3416
Fax: 740-593-8236

Service & Support Admin.
Transportation Services
9033 Lavelle Road
Athens, Ohio 45701
Phone: 740-592-6006
Fax: 740-594-5048

ACBDD is an equal opportunity employer and provider of services

Exhibit 9



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Kevin Davis, Superintendent

athenscbdd.org

- Attended the annual update and accomplishment luncheon for the Athens County Community Singers on August 10th. This group does an excellent job representing the county board.
- We had the beginning stages of a levy planning committee. We will provide an update at the board meeting.
- Completed three evaluations on senior management staff
- Attended the annual PersonnelPlus Summer Picnic on August 3rd.
- Attended the ATCO/Beacon Summer Picnic on August 4th.
- We installed our new Welcome Sign up at the county board/Beacon School.



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- Congrats to our ATCO staff (community inclusion specialist) Nancy Epling. Nancy was named the new director of Passion Works.



- We were fortunate to host State Representative Jay Edwards for a visit to the county board on July 26, 2017. He was very interested and genuinely concerned regarding the issues facing individuals/families we serve.



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- The week of July was “week of service” and a chance for the county board to give back to the community. We participated in two different projects that addressed food insecurity (food giveaway at Trimble Elementary School and the Campus Ministries Thursday Dinner)



- The county board participated in the Athens County Fair. We had a booth, informational material, and facilitated an activity for Kid's Day.



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Ohio Association of County Boards

Serving People with Developmental Disabilities

Tuesday, August 15, 2017 - 8:59am

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Our Mission

To support County Boards of Developmental Disabilities in providing services and supports to people with developmental disabilities.

Our Address

**73 East Wilson Bridge Rd
Suite B1
Worthington, Ohio 43085
614-431-0616**

In the news

Commissioners confronted over tax levy

Reduction in millage doesn't necessarily mean a cut in services, Feathers says

Source: Marietta Times
Published Friday, July 14, 2017
by Erin O'Neill

A packed house of concerned citizens and supporters filled the Washington County Commissioners meeting room on Thursday as the second public hearing on the county's 2018 tax budget was held.

Members of the Washington County Board of Developmental Disabilities, along with clients, supporters, taxpayers and employees of the Washington County Public Library addressed the commissioners for about an hour following the regular weekly meeting. At the first public meeting on July 6, commissioners recommended reducing the levy millage for the developmental disabilities board by 0.5-mills for one year because of what the commissioners called "extreme carryovers." In addition, the commissioners suggested a 0.35-mill reduction in the Washington County Public Library levy for the 2018 tax budget.

"We were here last week and we are here again today with several of our stakeholders to further protest this cut and we have provided information as far as our intentions for spending the carryover that we have," said WCBDD Superintendent Susan Tilton. "A lot of it is deferred money for deferred maintenance. We have compiled a capital budget for the record and a projection of current revenues and revenues with the reduction in millage."

The Marietta Times previously reported that the 0.5-mill reduction would represent \$900,000 less in levy funds for the year, noting the board maintains an approximate annual carryover of \$4.1 million in its budget, according to commissioners. Tilton has said the carryover is actually \$3.4 million.

Commissioner David White explained that, through indexing for inflation by the state of Ohio, the 3.6-mills continuing improvement levy that was originally approved by voters in 1989, is actually 3.1-mills.

"The projection that we received (from WCBDD) based on the reduction in millage has a couple of false assumptions in it," White said. "You are currently receiving 3.1-mills, you were voted 3.6-mills, the reduction will only amount to a \$576,000 reduction, not a \$900,000 reduction."

Despite the explanation for the proposed reduction in levy monies, supporters continued to express concern over what they surmise will be cuts to services.

"As a recipient of the early intervention program, I would like to remind the commissioners that many of these children cannot afford services outside of what the board of developmental disabilities provides," said Jordan Moore, of Belpre, mother to 2-year-old Crosby, who was diagnosed with autism. "Why would you want to take away the opportunity for my son?"

Commissioner Ron Feathers reiterated that the reduction in millage would not necessarily mean a reduction in services.

"We are charged with this duty to the budget committee," Feathers explained. "We are not cutting anything except the stockpiling of a surplus of money; the money is going back to the taxpayer."

Justin Mayo, director of the Washington County Public Library, was given a short time to address the group and said that he understood the position of the commissioners.

"The library is going to make it work," he said. "But I've been inundated with questions by my board over the past several days about what do the commissioners want, what are they looking for as far as an appropriate amount of carryover?"

Mayo said the recommended carryover proposed by the state is four or six months worth of funding.

"I have a number and I don't know if these other two gentlemen do, but I believe three to four months is an appropriate carryover," White said.

Also at Thursday's meeting:

The county was allocated \$187,000 from the Ohio Department Services Agency (ODSA) 2017 Community Development Block Grant (CDBG) program for three projects over the next two years, according to Michelle Hyer with Buckeye Hills. Grandview Township will purchase a chassis for the New Matamoras emergency squad; Muskingum Volunteer Fire Department will receive miscellaneous equipment; and

Wesley Township will complete a flood and drainage project. Three of four projects were granted the funding; the fourth was found to be ineligible.

"Allocation just recently changed to be received every two years instead of every year," Hyer said. "The amount we got last year was about \$150,000 for one year; the next time we'll be able to apply is 2019."

The Village of Beverly has applied for a critical infrastructure CDBG grant, set aside by the ODSA. The village needs to install an ultraviolet disinfection unit to their sewer system and a sludge storage building addition, according to Hyer. The commissioners will apply for \$145,800 and the Village of Beverly will match those funds for \$145,840, for a total cost of \$291,640.

"The difference between the allocation funds and the critical infrastructure funds is that one is already allocated to the county, the other will be competing through the entire state for the money. It's not a guarantee," Hyer said.

Commissioner Rick Walters said the project is desperately needed. Hyer said that the Ohio EPA requested the upgrade due to multiple violations, including exceeding E. coli limits.

"They've been expanding; the subdivision built near the golf course is on the sewer system and that was not expected and also above town, the Waterford tank facilities are also bringing sewage down to (the Beverly) location," Walters said.

What's ahead

- Planning Commission, 7 p.m., Monday.
- Finance Committee, 10 a.m., Tuesday.
- County commissioners regular meeting, 9 a.m. Thursday.

<http://www.mariettatimes.com/news/2017/07/commissioners-confronted-over-tax-levy/>

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614-431-0616**

In the news

HVI operates as a 501-C3 non-profit

Source: Logan Daily News
Published Tuesday, August 8, 2017
by Debra Tobin

For the most part, the transition between the Hocking County Board of Developmental

Disabilities and Hocking Valley Industries is complete - however, HVI still depends on HCBDD for minor things such as help with the building maintenance and other small items.

As of July 1, HVI is separate from HCBDD and is still a 501-C3 non-profit organization that continues to provide various opportunities to individuals who request services. HVI is no longer considered a "county" facility; it is a private non-profit organization.

"The most important thing is we want people to know that we are still here, we're still providing services and offering all the same services we had prior to the separation in July," stated HVI Executive Director Amber Spencer.

"The reason we privatized is not by any of our choices - it's mandated now by the state," added HVI Board President Mike Kindinger. "We're still a non-profit, nothing has changed in that way."

Knowing that there were major changes coming, HVI and HCBDD started preparing for the transition into two separate entities approximately two years ago. The news to separate the two entities came at the heels of federal mandated rules that state - the Medicaid rule of Conflict-Free Case Management and services are unable to be provided by the same company as the one responsible for the development of a person's individual service plan.

Upon receiving the news of the mandated rules, the two entities (HVI and HCBDD) immediately began devising a plan to transition and collaborated on how to separate and still maintain the integrity of both agencies without disrupting any of the services and the everyday flow of the agencies.

There have been some minor changes including employees, but the biggest change is the funding. HVI still operates as a non-profit; however, HVI is now responsible for billing Medicaid for the services they provide.

"Although we have separated, we are still a non-profit," Kindinger added. "The monies from the levies that were passed were never earmarked for HVI - they're separate and distributed among all of the providers in Hocking County."

HVI provides services for approximately 80 people in different capacities, according to Spencer. These individuals may not all be at HVI on a daily basis, but each receives at least one service provided by HVI.

Through the transition, as a private provider, HVI can provide other options and an array of services including vocational rehabilitation, community employment, career planning, homemaker personal care, transportation and additional community involvement.

"One of the reasons the transition went so smoothly and unnoticed is because Amber and Ron (Sprung) have been working for almost two or three years to come up with a plan for the changeover," Kindinger said. "We wanted it to be a seamless transition."

HCBDD Superintendent David Couch told The Logan DaHy News, that the transition isn't something normally done in the field of developmental disabilities; however, it's a once-in-a-lifetime opportunity for the two entities to become stand alone businesses.

In 1990 the American Disabilities Act was passed, which is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life such as jobs, schools, transportation and all private and public places open to the general public.

Couch noted that the Department of Justice is currently traveling the country to ensure that the Americans Disabilities Act is being upheld and implemented, and that individuals have opportunities to integrate with their communities.

Also in 1991, the State of Ohio entered into an agreement with Medicaid for developmental disabilities services. Recently, county boards were informed that funding for institutional programs under the direction of the board would no longer be available, although they were welcome to continue.

With this in mind, the boards began to organize a plan that would allow the programs to continue, without the additional strain of providing the funding without help from the Medicaid waivers.

By privatizing, Hocking Valley Industries has the ability to bill expenses to Medicaid through the waiver program and continue the programs they currently offer. In preparation, HVI has gradually taken on more responsibilities by billing Medicaid for expenses, updating their operating plans, and hiring some new staff.

In speaking with staff members and those attending HVI, most didn't notice any changes during the transition, which has benefited administration with the process.

For more information on HVI, services or the transition, contact Spencer at 740-385-2118.

https://www.logandaily.com/news/hvi-operates-as-a--c-non-profit/article_52a4db26-1e6f-53dc-bbb9-2eb764c3fa70.html

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In the news

Services at former Wood Lane Industries to relocate

Source: Sentinel-Tribune
Published Friday, August 4, 2017
by Marie Thomas Baird

Services provided at the former Wood Lane Industries are relocating this fall.

The Wood County Board of Developmental Disabilities will initiate a request for proposal to develop a partnership with a provider of day services for people with developmental disabilities to assume and increase the development of the adult work center currently located at the Gypsy Lane Road site.

The action was taken at a special board meeting Monday.

Work Leads to Independence (formerly Wood Lane Industries) has given notice to the WCBDD that they are relocating their services as soon as Sept. 30 and will transition out of the space no later than Dec. 31.

WLI in October became a fully independent provider of services.

On Monday, the WLI board is expected to give WLI Chief Executive Officer Vic Gable authority to put an offer on a site in Bowling Green.

Gable said Thursday most of the people served at the Gypsy Lane Road site would move, as would the Community Employment Services office on Newton Road and the Laser Cartridge Express business on Fairview Avenue.

The move is intended to save WLI rent costs and gives Laser Cartridge Express a more visible storefront. LCE, a division of WLI, provides employment opportunities for people with developmental disabilities. It offers new and remanufactured ink cartridges, toner cartridges and ribbons for nearly any make and model of printer, copier or fax machine.

"A savings on rent is the main motivator," Gable said. "We are in three different buildings and that is a lot of overhead."

Also making the move is the document destruction service and workers with disabilities who assemble, package, sort, label, seal and staple.

WCBDD is initiating the proposal because the move leaves 41 individuals currently served in the space without a provider of day services.

Brent Baer, superintendent of the WCBDD, believes the opportunity to bring a new provider to the space expands the WCBDD's mission and strategic plan.

"We really want to create choices and this opens the doors for future success. We have a responsibility to recruit quality providers," he said.

The RFP will be sent to more than 700 providers and could create an interest in Wood County for more than the one that will be initially chosen to occupy the space.

There are currently about 125 consumers getting services at WLI.

"This is going to be an opportunity for them to explore what kind of day services and community services are available in Wood County," Baer said. "Our service people will work with all 125 and their families to explore all available options."

Many could chose to go with WLI, he added, "but we need to make sure everything is made available."

While Baer said he was aware WLI was exploring a new site, the year-end deadline came as a surprise.

"A with any transition, you want more time. But we are going to work with what we have."

The recently-approved 2020 Vision and Strategic Plan challenges the WCBDD to increase quality service providers that meet the needs of persons served. The goal further identifies the responsibility to identify unmet service needs and recruit providers to meet those needs. The utilization of a Request for Proposal to recruit a Provider of Day Array Services for People with Developmental Disabilities will allow WCBDD to meet the needs of persons served while simultaneously and naturally implementing the 2020 Vision, according to the board.

An informational meeting for individuals, families, and interested parties will be held on Tuesday at 6 p.m. in cafeteria of the Industries Building at 1921 E. Gypsy Lane Road.

http://www.sent-trib.com/news/front_page/services-at-former-wood-lane-industries-to-relocate/article_1baec40e-29fd-5477-b0b0-1bb31cc7520f.html

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In the news

Passion Works Studio gets new owner, new outlook

Source: Athens News
Published Thursday, August 3, 2017
by Conor Morris

Passion Works Studio celebrated the first day of its operation under new management Tuesday, with a small artist-appreciation event at its studio at 20 E. State St.

The Athens County Board of Developmental Disabilities earlier this year chose Creative Foundations of Delaware, Ohio to take over the Athens art program, which focuses on care and education for local people living with developmental disabilities.

David Robins, executive director of the for-profit company, said that Passion Works has now been created as its own non-profit. Creative Foundations is the care and service provider for that non-profit, he said.

Robins said that very soon Passion Works will extend its hours to be open throughout much of the day. He also said that Creative Foundations, which cites Passion Works as an inspiration for its care model, hopes to expand the program with chapters outside of Athens.

"There's no reason why we can't have a Passion Works program inside of a nursing home, or inside of a school, or wherever," Robins said.

Moreover, Robins said that he hopes Passion Works can become even more of a community resource than it already is, possibly including addition of a "maker space" inside the building at 20 E. State St. that can be used by all local artists, regardless of ability.

"People from the community can come in and make things, and in return for that space they can... help volunteer with whatever Passion Works does," Robins said.

Creative Foundations will be the supplier of services for Passion Works, providing transportation and Medicaid services to the individuals with disabilities who come there, and providing other kinds of care and support, including helping those individuals achieve personal goals.

Robins said that Creative's main goal at some level is to put itself "out of the job" – by helping people with disabilities rely more on themselves, their community and the people that they form connections with through Creative's programming.

Creative Foundations currently operates four other care programs in Ohio.

Kevin Davis, superintendent of the ACBDD, attended the artist appreciation event. He said he's "extremely excited" about Creative Foundation fulfilling a role as manager of Passion Work.

"The fact that they're going to be open more hours, to serve more people with disabilities... and that Passion Works will be available to the general public more (is exciting)," Davis said.

Robins emphasized that there's plenty of room for Passion Works to grow, and he hopes to foster a philosophy of "yes" when the program's artists ask for help or direction, rather than, "no, we can't do that."

"Where it goes, it's an open, beautiful thing right now," Robins said.

ACBDD was ordered last year by the federal government to divest itself of both Passion Works and ATCO, a training and career program in operation since 1969. The Center for Medicare and Medicaid Services, an agency of the U.S. Department of Health and Human Services, ruled in early 2016 that local agencies receiving Medicaid monies may not monitor the services that the agencies themselves provide and for which the agencies are paid.

https://www.athensnews.com/news/local/passion-works-studio-gets-new-owner-new-outlook/article_8567e0e0-7796-11e7-b7eb-3b84a041a70a.html

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In the news

Fairhaven takes step to mandatory transition

Source: Tribune Chronicle
Published Tuesday, August 1, 2017
by Renee Fox

Fairhaven Industries Inc. was certified as a private provider, meaning clients of the Trumbull County Board of Developmental Disabilities who have to find new providers can make the transition with "minimal impact," according to the board superintendent.

Clients in the Fairhaven Industries program in Champion will be able to attend the same workshop and will receive the same level of services if they transition to Fairhaven Industries Inc. as their new provider.

The board must find new providers for the people they offered services to in order to follow state and federal mandates that no longer allow county developmental disability boards to provide the same services they oversee to adults participating in the Medicaid waiver program. The tentative deadline to complete the transition is June 2018.

"This certification will be an asset in several ways, as individuals now have another option to choose from when seeking services, and the community will get a local, nonprofit business that provides opportunity in the workforce. We are excited about the future possibilities as Fairhaven Industries and the board continue to work together," said Ed Stark, superintendent of the board.

Since the Medicaid program provides individuals with a choice of qualified providers, individuals who want to stay at Fairhaven Industries need to select Fairhaven Industries as their provider and include it in their service plan, according to Stark. There are four direct care staff members at Fairhaven Industries, and more will be hired as more individuals sign up to receive services, according to the board.

Those with questions about the transition can contact their service and support administrator, Fairhaven Industries CEO George Paroz at 330-652-6168 or Stark at 330-652-9800. Family forums will be scheduled to discuss this process in the near future. Information about these forums will be published on www.TCBDD.org and the board's Facebook page.

Fairhaven Industries will continue to offer assembly operations, bulk mailing preparation, law services and other jobs for the developmentally disabled.

<http://www.tribtoday.com/news/local-news/2017/08/fairhaven-takes-step-to-mandatory-transition/>

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In the news

Christie Lane: Separation — one year later

Published Wednesday, July 26, 2017

The Huron County Board of Developmental Disabilities (HCBDD) and Christie Lane Industries (CLI) finalized a carefully planned and gradual business separation in July 2016 that was more than two years in the making.

The split — brought about because of state and federal rule changes — resulted in CLI becoming a completely independent provider of adult day services, no longer associated with HCBDD in a business sense, although it continues to lease the building next to the county board's offices on South Norwalk Road through an interagency agreement with HCBDD and the Huron County commissioners.

"We provide funding for services from multiple providers chosen by the people we support," said HCBDD superintendent Kari Smith. "CLI is no different from any other provider now that they are not connected with us.

"They decide how to do business, what properties they want to purchase, the events they choose to promote and what their overall philosophy and approach will be. The change has been complicated to explain at times, especially since 'Christie Lane' has been such a defining name for all the services to people with developmental disabilities for so many years in Huron County. And HCBDD still operates Christie Lane School here in Norwalk, which may add to some of the confusion about the relationship between CLI and the county board."

Another area that may be unclear to taxpayers after the separation, said Smith, is the continued need for local funding for Huron County Board of DD services.

"We pay for services provided to over 600 people every year, before birth and throughout all life stages," she said. "The number of people in need of our services doesn't decrease, no matter who the providers might be. We make use of local levy dollars to draw down Medicaid funding; for every \$40 of local tax money we collect, we're able to get another \$60 through Medicaid waiver programs to pay for more services for more people over the course of their lifetimes. We've been fortunate to have great support from Huron County taxpayers in those efforts throughout our more than 60-year history. That support will always be both needed and appreciated."

HCBDD continues to offer Help Me Grow Home Visiting, Early Intervention, the Christie Lane School program, service and support administration, Family Support Services, job development, community recreation, community connections, self-advocacy group, Aktion Club, provider relations and recruitment and monitoring of all services.

The county board also pays for the PLAY Project and physical, occupational and speech therapies for children, Artists' Open Studio, adult day services, job coaching and follow-along, transportation, and Medicaid waivers that provide for transportation, home modifications, adaptive equipment, and in-home supports from provider agencies.

<http://www.norwalkreflector.com/Government/2017/07/25/Separation-one-year-later.html?ci=stream&lp=1&p=1>

This article has been reproduced for educational purposes only and appeared in the Norwalk Reflector. The original story can be found at: <http://www.norwalkreflector.com/Government/2017/07/25/Separation-one-year-later.html?ci=stream&lp=1&p=1>

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Exhibit 10



Beacon School

801 West Union Street - Athens, Ohio 45701

Phone: 740-594-3539 - Fax: 740-593-3189

Becky Martin, Director of Educational Services

athenscbdd.org

August 2017 Board Report

Beacon School

Becky Martin, Director of Education

I am so excited about our new playgrounds! They really look awesome! If you haven't had the opportunity to visit, please take a moment to do so before you leave tonight. The new equipment and surfacing will allow **all** students to be able to access and enjoy outdoor activities. We are currently in the planning stages for an event to celebrate, and we would love to have you here. Look for information coming your way soon. I would like to give Butch kudos for working with the contractors to get it done prior to the start of school. Thanks also to the Board for your support in making it all happen!

Beacon School staff started the year on Wednesday, August 16th. The day started with breakfast and followed with Behavior Intervention, a staff meeting, and UI/MUI Training. Thanks to David Sincoff and Beth Atherton for providing those trainings.

On August 17th, all the paraprofessionals will be attending a Para Professional Training Series through the Athens-Meigs ESC. This is 3-part training series with the following topics:

- Knowledge, Skills and Resources for the Para Pros
- Becoming and Independence Coach
- Behavior Management

I worked with Lisa Bonner, Presenter, to provide these trainings during ACBDD scheduled PD days throughout the year. Trainings are free and are required for all Instructional Assistants, Aides, and Paraprofessionals working at Beacon School.

August 18th, will be our annual Open House from 3:30-6:00. There will be a few games for students in the gym, and parents and students will have the opportunity to visit with the teaching staff, see classrooms and check out the new playgrounds. Refreshments will be served.

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atcoinc.org

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passionworks.org

PersonnelPlus
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Fax: 740-593-8236
personnelplus.org

Service & Support Admin.,
Transportation Services
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Phone: 740-592-6006
Fax: 740-594-5048

ACBDD is an equal opportunity employer and provider of services

Exhibit 10

Kids on Campus wrapped up on July 28th with a day loaded with fun! Kids were joined by their family members and enjoyed games, music, and food to celebrate the end of camp. I was so impressed at how well this undertaking turned out. In the future, I hope we can continue to provide support for this partnership so our students will have this opportunity for many years to come.

On Wednesday, August 9th at our booth at the fair, staff made sensory bottles for “Kid’s Day.” We had kids of all ages stop by to make them. The children got to choose the color of glitter or combination of glitters for their bottles and were offered fancy confetti to add to the mix. I can definitely say they were a hit! Parents/guardians received an informational sheet explaining the uses of sensory bottles as calming devices. Thanks to Ruth and Arian for helping to plan and carry out this activity.

The cafeteria has been rearranged to promote socialization. We are starting out in classes, but hope to offer children the opportunity to sit where they wish during lunch as the year progresses. It’s a process, so we will see how it goes.

Current Enrollment Number = 46
Students with Disabilities = 43
Typical Peers in Preschool = 3

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EARLY INTERVENTION Highlights for AUGUST 2017 ACBDD Meeting

Caseload as of July 1, 2017: Total = **29**; Additions = **1**; Exits = **1**

Caseload as of August 1, 2017: Total = **30**; Additions = **3**; Exits = **2**

Evaluations/Assessments for June 2017 which DD staff participated in:

Eligibility Evaluations = **5** (one other eligibility evaluation was scheduled but the family cancelled)

Redetermination of eligibility = **1**

Evaluations/Assessments for July 2017 which DD staff participated in:

Eligibility Evaluations = **3** (one other eligibility evaluation was scheduled but the family cancelled)

Redetermination of eligibility = **2**

Trainings and/or Meetings Attended:

June 26, 2017 - Ohio Association of Services for Young Children Southeastern Regional Early Intervention/Preschool/School-age Meeting in Marietta, topics included:

- Early Intervention website launched March 1 (ohioearlyintervention.org), new rule for “System of Payment”
- Accreditation self-assessment tool
- Poverty simulation training (Bridges out of Poverty)
- Safety training for home visits
- Help Me Grow name remains for central intake for both Early Intervention and Home Visiting with Cleveland Sight Center being the ‘main’ central intake and referral for the state of Ohio.
- Some County Boards are expanding services to age 5 or 6 years. This may be happening due to losing adult population and focusing more on children. Each county board is tailoring their own 0-5 or 0-6 years services based on their own resources
- Empowering families training: Project TREES (Tools and Resources for Engaging, Empowering and Supporting Families)
- Sensitivity training on how to bring up sensitive topics.

June 28, 2017 - PLAY Webinar, Coaching Behind the Camera Part 2

July 14, 2017 - Early Intervention update meeting between Mary Ann and Becky Martin. Topics included:

- Discussion about Regional Meeting (stated above)
- Accreditation preparation
- Safety training for home visits. Becky will arrange for the DD EI staff
- Update on how the EI Team meetings are progressing
- Upcoming EI Team retreat day (August 25) initiated by Hopewell Health Early Intervention to review the challenges and the positives that have been experienced this past year.

Accreditation:

Mary Ann prepared the notebooks of required information on three chosen EI enrollees.

August 9, 2017, Mary Ann participated in meeting with Katie Evans (Medicaid Manager), Kris Dunlap (IT) to “fine-tune” TXX (Title Twenty) documentation billing forms for EI enrollees.

“Celebrating our Achievements”

A Developmental Specialist received a text from a mother (of a 26 month old with overall developmental delays) late one evening exclaiming that “She walked all over the backyard today!! When she decided she wasn’t afraid anymore, she got up and went!! I’m so happy, glad to see the milestone, relieved that things will be easier, and now I can’t wait to do more with her!! Thank you for caring and listening!!”

Respectfully Submitted, Mary Ann Smathers, Senior Developmental Specialist

Exhibit 11

Athens County Board of Developmental Disabilities Business Manager's Report

August 22, Board Meeting

Notice to the Board and Stakeholders:

The following schedules detail financial performance of the Athens County Board of DD as of June 30, 2017. All schedules are reconciled with the Athens County Auditor's records as required by statute.

<u>Revenue By Month 2017</u>													
401 General	Jan.	Feb.	Mar.	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Total
General Tax Beacon				3,920,018									3,920,018
Trailer Tax				59,906									59,906
Homestead & Rollback					297,383								297,383
Grants	256,454	145,664	136,547	390,630	229,409	125,693	73,378						1,357,774
Lunch Sales	692	436		1,536		654							3,318
Contract Services													0
Other Receipts			1,826										1,826
Martin Match Receipts		53											53
Supported Living Subsidy	164,997			166,524			159,672						491,194
DODD TCM Match Transfer		459		240									698
Refunds	4,254		271,366		1,297	1,726							278,643
Reimbursements	4,345	223	3,667	46	10,951	216	4,537						23,984
Gifts & Donations	75		10,250	1,314	44	10,000							21,683
Other Non-Rev (Misc Rec)	3,881	2,109	-302	1,787	108,791	4,252	410						120,928
Transfers In													
Fund Totals:	434,699	148,944	423,354	4,542,001	647,874	142,539	237,998	0	0	0	0	0	6,577,408
Revenue - Beac Cap Impr													
Fund Totals:	0	0	0	0	0	0	0	0	0	0	0	0	
Grand Total:	434,699	148,944	423,354	4,542,001	647,874	142,539	237,998	0	0	0	0	0	6,577,408

Exhibit 11
Athens County Board of Developmental Disabilities
Business Manager's Report

Expenses By Month - 2017													
401 General	Jan.	Feb.	Mar.	Apr.	May	June	July	August	Sept	Oct	Nov	Dec	Total
Salaries	323,275	296,959	308,617	304,745	314,907	451,065	302,664						2,302,233
Health Insurance	108,756	93,968	21,706	106,591	209,122	15,904	230,887						786,933
Medicare	4,257	3,959	4,130	4,076	6,414	3,966	4,043						30,844
Workers Compensation			47,670										47,670
PERS / STRS	40,855	43,496	42,825	61,081	43,252	46,160	42,163						319,833
Contract Services	165,590	75,622	32,033	90,568	48,877	121,768	93,455						627,912
Rentals	4,903	4,948	8,697	8,788	5,563	5,356	5,760						44,016
Non waiver Supported Living	35,560	24,969	8,948	31,731	26,631	53,531	24,308						205,678
Repairs / Maintenance	3,668	4,287	3,312	3,174	5,250	4,160	1,287						25,138
Supplies	12,284	13,208	12,450	14,969	20,345	10,434	14,231						97,921
Equipment	2,323	5,489		1,273	2,793	1,073	1,690						14,642
Other Expenses	12,550	2,190	2,926	3,402	2,434	145,018	774						169,294
Medicaid Match - TCM													
Family Support Services		2,605	3,602	3,288	4,980	2,739	4,139						21,353
Medicaid Waiver Match	608,293			608,293			696,618						1,913,204
Utilities	11,183	11,089	8,843	8,286	11,847	7,708	11,189						70,145
Fees-Settlement				91,574	5,455								97,029
Advertising-Printing	1,724	1,573	3,285	4,298	5,494	2,622	3,003						21,999
Travel / Reimbursement	5,048	1,301	2,251	2,576	2,539	2,066	2,904						18,685
Election Expense													
Transfer Out													
Fund Totals:	1,340,267	585,662	511,294	1,348,715	715,904	873,570	1,439,115	0	0	0	0	0	6,814,528
Capital Improvements	60	7,460	9,570	62,864	188,280	14,555	102,176						384,965
Grand Total:	1,340,327	593,122	520,865	1,411,579	904,184	888,125	1,541,291	0	0	0	0	0	7,199,493

Exhibit 11

Athens County Board of Developmental Disabilities

Business Manager's Report

Revenue Levels Year-to-Date at 07/31/2017 (58% of YTD)

Line	Account	Budget	Actual		Percentage Collected	
			2016 YTD	2017 YTD		
General						
1	0085.410100	S31 - General Tax Beacon	6,248,942	3,658,906	3,920,018	63%
2	0085.410400	S32A - Trailer Tax	78,464	60,244	59,906	76%
3	0085.412100	S31A - Homestead & Rollback	592,104	298,006	297,383	50%
4	0085.412500	S33 - Grants	2,732,553	1,524,339	1,357,774	50%
5	0085.413110	S37 - Lunch Sales	6,500	3,561	3,318	51%
6	0085.413120	S38 - Contract Services	5,000	43,522		0%
7	0085.417100	S39 - Other Receipts	10,000		1,826	18%
8	0085.417110	Martin Match Receipts	10,000	3,401	53	1%
9	0085.417120	Supported Living Subsidy	609,105	494,226	491,194	81%
10	0085.417130	DODD TCM Match Transfer		2,017	698	
11	0085.417140	S40 - Refunds	300,000	394,463	278,643	93%
12	0085.417150	S41 - Reimbursements	35,000	20,383	23,984	69%
13	0085.417500	S35 - Gifts & Donations	5,000	2,061	21,683	434%
14	0085.417800	S43 - Other Non-Revenue (Misc Rec)	20,000	750,084	120,928	605%
15	0085.422100	S44 - Transfers In				0%
	Grand Totals:		10,652,669	7,255,214	6,577,408	

Exhibit 11

Athens County Board of Developmental Disabilities

Business Manager's Report

Expenditure Levels Year-to-Date at 07/31/2017 (58% of YTD)

Line	Account	Budget	Actual		Percentage	
			2016 YTD	2017 YTD	Spent	
General						
1	4356.510200 Salaries	3,731,685	2,032,324	2,302,233	61.69%	
2	4356.520150 Health Insurance	1,542,159	624,972	786,933	51.03%	
3	4356.522100 Medicare	54,211	27,523	30,844	56.90%	
4	4356.524100 Workers Compensation	81,791	81,791	47,670	58.28%	
5	4356.525100 PERS / STRS	521,948	282,767	319,833	61.28%	
6	4356.530100 Contract Services	965,000	567,998	627,912	65.07%	
7	4356.530101 Rentals	65,000	27,858	44,016	67.72%	
8	4356.530102 Non-Waiver Supported Living	375,000	195,163	205,678	54.85%	
9	4356.530200 Repairs / Maintenance	80,000	44,519	25,138	31.42%	
10	4356.540100 Supplies	215,000	104,172	97,921	45.54%	
11	4356.550100 Equipment	36,000	27,808	14,642	40.67%	
12	4356.560100 Other Expenses	95,000	803,802	169,294	178.20%	
13	4356.560101 Medicaid Match - TCM	N/A		N/A		
14	4356.560102 Family Support Services	50,000	23,442	21,353	42.71%	
15	4356.560103 Medicaid Waiver Match	2,554,830	1,876,733	1,913,204	74.89%	
16	4356.560107 Utilities	131,000	51,397	70,145	53.55%	
17	4356.560110 Fees-Settlement	163,121	95,965	97,029	59.48%	
18	4356.560200 Advertising-Printing	40,000	17,312	21,999	55.00%	
19	4356.560300 Travel / Reimbursement	30,000	16,876	18,685	62.28%	
20	4356.560500 Election Expenses					
21	4356.580100 Transfer Out					
	Fund Total:	10,731,745	6,902,422	6,814,528		

Exhibit 11

Athens County Board of Developmental Disabilities

Business Manager's Report

2017	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Beg. Fund Balance	3,153,561	2,247,993	1,811,274	1,723,334	4,916,621	4,848,590	4,117,559					
Revenues	434,699	148,944	423,354	4,542,001	647,874	142,539	237,998					
Expenditures	(1,340,267)	(585,662)	(511,294)	(1,348,715)	(715,904)	(873,570)	(1,439,115)					
Ending Fund Balance	2,247,993	1,811,274	1,723,334	4,916,621	4,848,590	4,117,559	2,916,441	0	0	0	0	0
Funds Transferred to Rsrve Fd												
Adjusted Ending Balance	2,247,993	1,811,274	1,723,334	4,916,621	4,848,590	4,117,559	2,916,441	0	0	0	0	0
Min Fund Bal. (@ 25%)	2,682,936	2,682,936	2,682,936	2,682,936	2,682,936	2,682,936	2,682,936	0	0	0	0	0
Variance from Min Fd Bal	(434,944)	(871,662)	(959,602)	2,233,684	2,165,654	1,434,623	233,505	0	0	0	0	0
Carryover Percentage	20.95%	16.88%	16.06%	45.81%	45.18%	38.37%	27.18%					

Fund Number, Name	Balance
401 General Fund	2,916,441.37
403 Supported Living Fund	14,078.96
015 Beacon Bond Fund	2,637.25
404 Capital Improvement Fund	711,375.92

All Funds	3,644,533.50
------------------	---------------------

General Fund Balance Calculation	
Balance at 01/01/2017	3,153,561.14
Revenues	6,577,407.99
Expenditures	(6,814,527.76)
Balance at 07/31/2017	2,916,441.37

Stephen P. Kramer
 Director of Finance and Operations, ACBDD
 740-594-3539 ext. 224
skramer@athenscbdd.org

* Reserve account balance is \$1,500,000 (not included in balance)

*Budgeted expenditures of \$10,731,745 x 25% = \$2,682,936.

If you have any questions regarding this financial information please contact me via the information below.

Exhibit 11
Athens County Board of Developmental Disabilities
Business Manager's Report

General**4356.520150 Health Insurance**

Vendor	Description	Date	Amount
American United Life Insurance Company	July, 2017 - Life Insurance Premium	07/01/2017	\$1,519.00
Compass Professional Health Services	61 Current Month Service Billing	07/13/2017	\$244.00
Delta Dental of Ohio, Inc.	July, 2017 - Dental Insurance Premiums	06/16/2017	\$3,873.77
Medical Mutual of Ohio	August, 2017 - Vision Insurance Premium	07/06/2017	\$1,189.92
Patrick Benefits Administrators	check register dated 7/14/17	07/14/2017	\$2,128.96
Patrick Benefits Administrators	check register dated 6/23/17	07/01/2017	\$9,618.77
Patrick Benefits Administrators	check register dated 7/7/17	07/07/2017	\$12,026.20
TelaDoc Care, LLC	Monthly Administration Fees	07/13/2017	\$282.75
U. S. Bank Institutional Custody Services	July, 2017 - HSA Insurance Premium	07/01/2017	\$13,884.22
U. S. Bank Institutional Custody Services	July, 2017 - HRA insurance premiums less employee deductions	07/01/2017	\$79,295.00
United States Treasury	voided check #702372 - this was paid by Jefferson Health	07/12/2017	-\$230.00
United States Treasury	Form 720 - Patient Centered Outcomes Research Fee	07/12/2017	\$122.04

Health Insurance Total: 123,954.63**4356.522100 Medicare**

Athens County Auditor	June, 2017 - Medicare Contributions	06/28/2017	\$3,965.50
	Medicare Total: 3,965.50		

4356.525100 PERS / STRS

Athens County Auditor	June, 2017 - Davis	07/11/2017	\$807.70
Athens County Auditor	June, 2017 - OPERS/STRS contributions	06/29/2017	\$45,352.71

PERS / STRS Total: 46,160.41**4356.530100 Contract Services**

Atco, Inc.	June, 2017 - 87.50 hours of clerical support at Atco @ \$11/hr	07/10/2017	\$962.50
Atco, Inc.	June, 2017 - 110 hours of consumer scanning at \$11/hr	07/10/2017	\$1,210.00
Atco, Inc.	Second Quarter Consumer Wage Adjustment	07/01/2017	\$1,930.80
Atco, Inc.	June, 2017 - Consumer Wages - 20 hours for ACBDD, 274 for VRP3; and 6 hours for Adult Wages at \$9.15/hr	07/01/2017	\$2,745.00
Atco, Inc.	June, 2017 - Job Trainers - 41 hours of ACBDD Retention; 252.75 hours for Adult VRP3, and 296.25 hours for VRP3 Summer	07/01/2017	\$10,030.00
Atco, Inc.	June, 2017 - Payroll Clerk of 60 hours at \$15.02/hr and Secretary of 151.5 hours @ \$6.18/hr	07/01/2017	\$1,837.47
Atco, Inc.	June, 2017 - Production Aides - Balch 137.5 hours @ \$10.47/hr and Joyce of 4.5 hours @ \$10/hr	07/01/2017	\$1,482.56
Atco, Inc.	June, 2017 - Beacon Kitchen Assistant	07/01/2017	\$109.19
Atco, Inc.	Atco audit	07/12/2017	\$475.00
Balch, Freda	June, 2017 - 17 days of providing consumer transportation instead of running bus	07/11/2017	\$95.20
BCI	June, 2017 - BCI & FBI webchecks	07/05/2017	\$780.00
Brittco, LLC	Monthly subscription for the VR Software	07/12/2017	\$470.00
Career Connections, Inc.	6/5/17 to 6/9/17 - SSA receptionist - 38.99 hours @ \$17.05/hr	06/16/2017	\$664.78
Career Connections, Inc.	6/12/17 to 6/23/17 - SSA receptionist 76.53 regular hours @ \$17.05 and .24 hours of overtime @ \$25.58	07/01/2017	\$1,310.98
Career Connections, Inc.	6/26/17 to 7/07/17 - SSA receptionist 65.74 hrs @ \$17.05/hr and .06 hours of overtime at @25.58/hr	07/13/2017	\$1,122.40
Cintas Corporation	uniforms	06/21/2017	\$31.68
Cintas Corporation	uniforms	06/21/2017	\$31.68
Cintas Corporation	uniforms	06/21/2017	\$21.45
Cintas Corporation	uniforms	07/01/2017	\$29.37
Cintas Corporation	uniforms	07/11/2017	\$28.96
Cross Management	June, 2017 - HR Contract	07/06/2017	\$755.00
Food Service Solutions, Inc.	FSS POS Phone Net Support and Software Upgrades Annual	06/21/2017	\$995.00
Fulk, Teresa	June 14 & 19, 2017 - 4.50 hours @ \$25/hr - CARF preparation	06/20/2017	\$112.50
Holzer Clinic, LLC	Balance due on statement - of \$76; of \$76 and of \$76 less credit of \$72, of \$76	06/21/2017	\$80.00
Holzer Clinic, LLC	Drug Screen - \$18 and DOT on \$53	07/01/2017	\$71.00
Koch, Steven	June 18, 19 & 22, 2017 - PersonnelPlus Advisory Council 5.50 hour @ \$25/hr	07/01/2017	\$137.50
Koch, Steven	June 26 & 27, 2017 - PersonnelPlus Advisory Council 4.75 hrs @ \$25/hr	07/14/2017	\$118.75
Nagy PT, Adrienne	June, 2017 - PT Services - 3 hrs for Atco and 21.25 hrs for EI	07/11/2017	\$1,212.50
Primary Solutions	50 - Gatekeeper Software - increased in consumer limit - prorated over remainder of the current contract	07/05/2017	\$658.50

Southern Ohio Council of Governments	205.8 hours of MUI Investigative Agent Services for May 2017	06/21/2017	\$9,261.00
Southern Ohio Council of Governments	May, 2017 - 23.32 hours of SSA Services @ \$45/hr and 189 miles	06/21/2017	\$1,150.52
Southern Ohio Council of Governments	May, 2017 - Medical Administration Quality Assessments	06/21/2017	\$550.00
Time Warner	July, 2017 - Atco	07/13/2017	\$78.41
Time Warner	June, 2017 -Personnel Plus	06/21/2017	\$763.70
Time Warner	July, 2017	07/11/2017	\$397.80
Time Warner	July, 2017 - Internet	07/07/2017	\$3,635.50
Contract Services Total: 45,346.70			
4356.530101 Rentals			
Atco, Inc.	July, 2017 - Passion Works Rent	07/06/2017	\$3,000.00
B & C Communications	July, 2017	07/01/2017	\$100.00
Pitney Bowes	ADM postage meter rental from 6/30/17 to 7/29/17	07/10/2017	\$211.00
Pitney Bowes	SSA postage meter rental from 4/29/17 to 7/29/17	07/12/2017	\$204.00
Southeastern Ohio Management Company	August, 2017 -Rent for PersonnelPlus at 1002 East State Street, Suite 5 (Market on State)	07/01/2017	\$2,100.00
TELEPAGE	SSA pager for August, 2017	07/06/2017	\$45.03
Rentals Total: 5,660.03			
4356.530102 Non-Waiver Supported Living			
A1 Sanitation, LLC	30 foot dumpster	07/05/2017	\$404.99
Athens Co. Family & Children First	Annual Contract between ACBDD and Athens Co. Family & Children First for July 1, 2016 to June 30, 2017	06/21/2017	\$40,000.00
Athens Metropolitan Housing	July, 2017 - Rent	07/06/2017	\$309.00
Athens Metropolitan Housing	July, 2017 - Rent	07/06/2017	\$302.00
Fang Services, LLC	July, 2017 - Rent	07/12/2017	\$510.00
Havar, Inc.	May, 2017 - \$3503.77; \$1616.63; \$283.41; and \$298.36	07/01/2017	\$5,702.17
Nice & Neat, LLC	30-May-17	07/05/2017	\$175.00
R.H.D.D., Inc.	April 1 to May 31, 2017	07/05/2017	\$3,221.48
R.H.D.D., Inc.	May, 2017	07/05/2017	\$117.90
Ripple, Thomas E.	June 11 and 21, 2017 two one hour massage therapy treatments	07/05/2017	\$120.00
SOAR (Southern Ohio Adventures Recreation)	April 2017 - 32 hours	07/01/2017	\$619.52
SOAR (Southern Ohio Adventures Recreation)	May 3-8, 2017	07/05/2017	\$1,529.44
Treasurer of State, %OH Dept of MR/DD	June 1-30, 2017 - Gallipolis Developmental Center - GDC Direct BI GDC	07/05/2017	\$7,614.30
WalMart (Athens Store)	items for apartment for individual moving to Athens from developmental center	07/13/2017	\$262.12
Non-Waiver Supported Living Total: 60,887.92			
4356.530200 Repairs / Maintenance			
Budget Pest Control %Thomas Bailey	treatment for fleas and mites - Bus Garage	07/01/2017	\$80.00
Franklin Fire and Equipment	Voided check #703380 that paid for invoices 95897, 95896 and 95899	07/10/2017	-\$465.50
Franklin Fire and Equipment	Fire suppression system semi-annual service, 360 degree fusible link K model and 13 Fire Extinguisher annual inspection and	06/21/2017	\$202.00
Franklin Fire and Equipment	Fire suppression system semi-annual service, 360 degree fusible link K model, 21 Fire Extinguisher annual inspection and serv	06/21/2017	\$197.50
Franklin Fire and Equipment	one 10 pound and two 5 pound ABC fire extinguisher maintenance and recharged - Passion Works	06/21/2017	\$66.00
NOE Office Equipment	School copier from 6/4/17 to 7/3/17	07/06/2017	\$20.20
Ohio Pest Control	6/28/17 - Beacon	07/05/2017	\$49.00
Ohio Pest Control	6/28/17 - Atco	07/11/2017	\$43.00
Snuffer Fire & Safety, LLC	extinguisher inspections, hydro-static test fire extinguishers, recharged ABC fire extinguishers, and verification service collar -	07/11/2017	\$183.50
Repairs / Maintenance Total: 375.70			
4356.540100 Supplies			
All American Trophies & Sports	Printed Tshirts for Summer Youth Employment Program Participants	07/01/2017	\$374.00
All American Trophies & Sports	10 Tshirts for new custodial crew members	07/05/2017	\$90.00
All American Trophies & Sports	four shirts - PersonnelPlus	07/13/2017	\$32.00
American National Red Cross	7 first aid	06/19/2017	\$189.00
American National Red Cross	2 Adult & Pediatric First Aid/CPR/AED wth Anaphylaxis and Epinephrine Auto-Injector Review and one adult and pediatric CF	07/13/2017	\$73.00
APG Media of Ohiom KKD	52 weeks of the Athens Messenger	07/01/2017	\$146.00
Atco, Inc.	Reimbursement for pizza \$47 for Carf luncheon, and \$132.16 for consumer work clothing	07/12/2017	\$179.16
Atco, Inc.	Postage ACBDD \$60.16; PersonnelPlus \$162.95; and VRP3 \$1.40	07/12/2017	\$224.51
C & E Stores (The Plains)	3V lith battery - PersonnelPlus	07/11/2017	\$5.99
C & E Stores (The Plains)	batt doorbell - PersonnelPlus	07/11/2017	\$18.99
Classic Solutions	building supplies - Atco	07/11/2017	\$131.68
Classic Solutions	building supplies - Beacon	07/05/2017	\$213.06

Classic Solutions	building supplies - Atco	07/11/2017	\$143.29
Classic Solutions	building supplies - Atco	07/11/2017	\$250.58
Cline Welding Supply	sodium hypo chlorite and muratic acid	06/16/2017	\$439.00
Economy Supply	building supplies - Beacon	06/21/2017	\$19.99
Edwin H. Davis & Son, Inc.	vehicle parts	07/05/2017	\$51.74
Edwin H. Davis & Son, Inc.	compressor AC	07/05/2017	\$573.54
First National Bank Omaha	fuel card	07/05/2017	\$50.00
FYDA Freightliner Co./Inc	vehicle parts	07/11/2017	\$149.71
FYDA Freightliner Co./Inc	vehicle part - steering lock	07/11/2017	\$255.78
Lowe's Home Centers, Inc. (Athens)	building supply - PersonnelPlus	07/01/2017	\$6.64
Lowe's Home Centers, Inc. (Athens)	building supplies - Beacon	07/11/2017	\$117.80
Matheny Motor Truck Sales	vehicle parts	07/11/2017	\$700.07
Matheny Motor Truck Sales	vehicle parts	07/11/2017	\$4.21
Meigs Inflatables	rental of inflatables for water day for Beacon Students	06/19/2017	\$150.00
Poynter's Business Products	shipping charges for toner for Passion Works	06/19/2017	\$13.50
Randy V. Moore Petroleum Distribution LLC	228 gals of unleaded delivered on 6/13/17 @ \$2/055/gal	06/21/2017	\$468.54
Randy V. Moore Petroleum Distribution LLC	177 gals of diesel delivered on 6/13/17 @ \$2/gal	06/21/2017	\$354.00
Randy V. Moore Petroleum Distribution LLC	277 gals of diesel delivered on 6/20/17 @ \$2/gal	07/01/2017	\$554.00
Randy V. Moore Petroleum Distribution LLC	335 gals of unleaded delivered on 6/20/17 @ \$1.955/gal	07/01/2017	\$654.93
Randy V. Moore Petroleum Distribution LLC	331 gals of diesel delivered on 6/27/17 @ \$2/gal	07/05/2017	\$662.00
Randy V. Moore Petroleum Distribution LLC	303 gals of unleaded delivered on 6/28/17 @ \$1.955/gal	07/05/2017	\$592.37
Randy V. Moore Petroleum Distribution LLC	296 gals of unleaded delivered on 7/5/17 @ \$2.015/gal	07/12/2017	\$596.44
Randy V. Moore Petroleum Distribution LLC	196 gals of diesel delivered on 7/5/17 @ \$2.08/gal	07/12/2017	\$407.68
Robertson Heating Supply Co. of Ohio	cap and nozzle - Atco	06/16/2017	\$26.60
Staples	2 boxes of report covers - ADM	07/01/2017	\$59.98
Staples Business Advantage	office supplies - PersonnelPlus	07/01/2017	\$130.70
Staples Business Advantage	office supplies - PersonnelPlus	06/21/2017	\$122.99
Supply Post Business Products	paper - SSA	07/13/2017	\$359.88
Synchrony Bank (Amazon)	LED RGB 7 color sign 40" x 8" with high resolution P10 and new SMD technology, Motorola MBP38S-2 Digital Video baby mo	06/18/2017	\$424.98
Synchrony Bank (Amazon)	Microsoft Docking Station for Surface Pro and Surface Pro 2 - replacement dock for faulty one	06/21/2017	\$174.99
Synchrony Bank (Amazon)	The Abundant Community: Awakening the Power of Families and Neighborhoods - Atco	06/20/2017	\$6.70
Synchrony Bank (Amazon)	Community: The Structure of Belonging - Atco	06/20/2017	\$8.07
Synchrony Bank (Amazon)	Now in One book: What's Really Worth Doing/From Behind the Piano - Atco	06/20/2017	\$12.99
Synchrony Bank (Amazon)	Mainstays 27x40 41-Opening Trendsetter Collage Poster and Picture Frame - PersonnelPlus	06/16/2017	\$32.24
Synchrony Bank (Amazon)	two Creative Teaching Press Poppin' Patten 7 inch designer letters and two Argus Puzzle pieces class accents- Beacon	07/01/2017	\$32.56
Synchrony Bank (Amazon)	two 2017 Newest Acer Business 23.8" monitors and montior stand	07/01/2017	\$318.01
Synchrony Bank (Amazon)	Fleximounts	07/12/2017	\$58.99
Synchrony Bank (Amazon)	refund for returned fleximounts	07/12/2017	-\$38.11
Synchrony Bank (Amazon)	Outus 12 pack wood rulers, Snug Safe n Sound Kids earmuffs, Royal Brush taklon hair classroom value pack, creative teachi	07/12/2017	\$137.14
Synchrony Bank (Amazon)	two Teaching Telephones - Beacon	07/12/2017	\$43.32
Time for Kids	Time for Kids magazines for 2017-2018	07/01/2017	\$49.50
Uni-Select USA, Inc.	vehicle parts	06/19/2017	\$195.78
Uni-Select USA, Inc.	core deposit refund	07/01/2017	-\$60.00
Uni-Select USA, Inc.	credit on vehicle parts	07/01/2017	-\$215.46
Uni-Select USA, Inc.	vehicle parts	07/01/2017	\$258.00
Uni-Select USA, Inc.	vehicle parts	06/16/2017	\$3.07
Uni-Select USA, Inc.	vehicle parts	06/19/2017	\$32.39
Uni-Select USA, Inc.	vehicle parts	06/19/2017	\$77.22
Uni-Select USA, Inc.	vehicle parts	07/01/2017	\$21.35
Uni-Select USA, Inc.	vehicle parts	06/16/2017	\$222.63
Uni-Select USA, Inc.	vehicle parts	07/11/2017	\$119.05
USI	6 rolls of laminating film	06/19/2017	\$254.67
Supplies Total: 11,763.43			
4356.550100 Equipment			
Same Goal, LLC	K12-LIC-SITE - Same Goal IEP Anywhere Users Site License	06/19/2017	\$1,000.00
Synchrony Bank (Amazon)	Days curved transfer board of wheelchair users, reinforced plastic slide board - Atco	06/19/2017	\$73.47

4356.560100 Other Expenses

Athens County Fair Agricultural Society
 Athens County Fair Agricultural Society
 Kroger - Columbus Customer Charges
 Sweet Arts Bakery
 The P.L.A.Y. Project

Equipment Total: 1,073.47

Contract Rental for August 5 to 13, 2016
 2017 Fair Booth Rental and Passes
 cups
 assorted breakfast items, trayed & wrapped
 Annual Play Project license Fees 2017-2018 - third year of a three year contract

07/01/2017 \$160.00
 07/01/2017 \$160.00
 07/01/2017 \$5.99
 07/01/2017 \$120.00
 06/19/2017 \$750.00

Other Expenses Total: 1,195.99**4356.560102 Family Support Services**

Athens Bicycle
 Beasley Mill
 Beyond Play
 Beyond Play
 Brooks, Ben E.
 Budget Pest Control %Thomas Bailey
 City of Athens
 Kapple, Amber
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 Synchrony Bank (Amazon)
 VRI - Valued Relationships, Inc.

Trike Sun BaJa Aqua - family support sevices
 rent payment - BALANCE OF ALLOTMENT - family support services
 Mr. Juice Bear, Scooper Plate with Suction Cup Base, and Happy Matt - family support services
 3 car garage, rattle and roll car, and lock-a-block - family support services
 reimbursement for prescriptions and dr visits - family support services
 Second treatment for roaches - family support services
 bus pass - family support services
 reimbursement for purchases from Walmart for stroller and car seat - family support services
 Otterbox defender series for ipad air - family support services
 Apple iPad Air MD785LL/B 9.7 inch 16 GB Wi-Fi Tablet - family support services
 Fisher-Price Incrediblock Activity Center - family support services
 two Pull Ups Leraning designs training pants for girls - 56 count - family support services
 two of My Pool Pal Swim-sters reusable youth swim diapers - family support services
 Magic Bullet Blender - family support services
 Apple iPad Air tablet - family support services
 Otterbox Defender Series Case - famiy support services
 Graco Simple Switch Highchair, finch - family support services
 Medical Monitoring - family support services

07/01/2017 \$500.00
 06/19/2017 \$308.47
 07/13/2017 \$54.80
 07/01/2017 \$68.80
 07/11/2017 \$466.82
 07/01/2017 \$75.00
 06/19/2017 \$70.00
 07/05/2017 \$153.15
 07/01/2017 \$38.91
 07/01/2017 \$189.99
 07/01/2017 \$74.99
 07/01/2017 \$41.18
 07/12/2017 \$49.80
 07/12/2017 \$38.99
 07/12/2017 \$183.94
 07/12/2017 \$39.99
 07/12/2017 \$77.52
 07/06/2017 \$50.00

Family Support Services Total: 2,482.35**4356.560107 Utilities**

American Electric Power
 American Electric Power
 American Electric Power
 American Electric Power
 American Electric Power
 American Electric Power
 AT & T Mobility
 City of Athens
 City of Athens
 City of Athens
 Columbia Gas
 Columbia Gas
 Columbia Gas
 Direct Energy Business, LLC
 Frontier
 Frontier
 Frontier
 Frontier
 Information Destruction Services
 Interstate Gas Co (IGS)
 Le-Ax Water Dept.
 Le-Ax Water Dept.
 The Plains Water & Sewer District
 Waste Management
 Waste Management
 Waste Management

Atco electric from 5/23/17 to 6/22/17
 Beacon electric from 5/30/17 to 6/27/17
 Atco light from 5/19/17 to 6/20/17
 Passion Works - 20 E. State electric from 5/22/17 to 6/19/17
 Passion Works - 22 E. State electric from 5/22/17 to 6/19/17
 Bus Garage electric from 5/15/17 to 6/12/17
 8 Harper Street electric from 5/11/17 to 6/12/17
 May 23, 2017 to June 22, 2017 -cell phone for Butch
 Beacon water from 5/3/17 to 6/7/17 - 47,000 gals
 Passion Works water from 5/10/17 to 6/13/17
 Atco water from 5/16/17 to 6/21/17 - 15,000 gals
 Beacon gas from 4/11/17 to 5/10/17
 Atco gas from 5/15/17 to 6/14/17
 Passion Works gas from 5/15/17 to 6/14/17
 8 Harper Street electric from 5/10/17 to 6/8/17
 July, 2017 - Atco
 July, 2017 - Beacon
 July, 2017 - Passion Works
 July, 2017 - Harper Street phones
 toters destroyed for Atco on 6/9; SSA on 6/19; and PersonnelPlus on 7/5
 May, 2017 - Beacon gas
 8155 State Route 56 - water from 5/12/17 to 6/21/17
 Bus Garage water from 5/8/17 to 6/14/17 - 6000 gals
 8 Harper Street water from 5/26/17 to 6/27/17
 July, 2017 - Atco
 July, 2017 -Bus Garage
 July, 2017 - Beacon

07/01/2017 \$1,392.91
 07/05/2017 \$2,107.80
 07/01/2017 \$6.72
 07/01/2017 \$392.47
 07/01/2017 \$251.04
 06/21/2017 \$372.17
 06/21/2017 \$155.99
 07/05/2017 \$53.39
 06/21/2017 \$474.75
 07/01/2017 \$69.87
 07/05/2017 \$180.07
 06/21/2017 \$332.35
 06/21/2017 \$293.00
 06/21/2017 \$28.25
 07/01/2017 \$2.51
 07/10/2017 \$233.63
 07/10/2017 \$208.19
 07/10/2017 \$86.66
 07/10/2017 \$131.87
 07/12/2017 \$175.00
 07/01/2017 \$561.77
 07/05/2017 \$19.40
 07/05/2017 \$62.90
 07/07/2017 \$36.55
 07/06/2017 \$437.64
 07/06/2017 \$144.56
 07/06/2017 \$188.13

Utilities Total: 8,399.59			
4356.560200 Advertising-Printing			
APG Media of Ohiom KKD	Advertising in Athens News in June for APE instructor and Bus Driver	07/10/2017	\$1,976.00
APG Media of Ohiom KKD	Advertising in Athens Messenger in June for APE Instructor and Sub Driver	07/10/2017	\$407.80
Athens Area Chamber of Commerce	May ChamberGram Monthly - PersonnelPlus	07/01/2017	\$100.00
Advertising-Printing Total: 2,483.80			
4356.560300 Travel / Reimbursement			
Bogatay, Lindsey	Travel 06/05/17 to 06/29/17	07/07/2017	\$133.16
Casey, Margaret	Travel 04/04/2017 to 04/19/17	07/01/2017	\$60.46
Graham, Elizabeth	Travel 4/3/17 to 4/27/17	07/01/2017	\$102.19
Hagen, Cale W.	Travel 6/12/17 to 6/22/17	07/01/2017	\$57.99
Hart, Jamie	Travel 5/1/17 to 6/19/17	07/11/2017	\$240.96
McNelly, David R.	Travel 06/06/17 to 06/29/17	07/10/2017	\$161.20
Medicaid Consulting Group,Inc.	Two training services SSA BootCamp	07/01/2017	\$1,000.00
Mitchell, Jodi	Travel 6/7/17 to 6/28/17	07/12/2017	\$113.81
Schroeder, Brooke	Travel 5/1/17 to 6/28/17	07/13/2017	\$197.64
Smathers, Mary Ann	Travel 6/1/17 to 6/29/17	07/06/2017	\$190.47
Southern Ohio Council of Governments	AAI/ODDP Training - June 13, 2017	06/21/2017	\$50.00
Travel / Reimbursement Total: 2,307.88			
Voucher Count: 210		General Total: 316,057.40	
Capital Improvement			
7809.550100 Capital Improvements			
Athens Metropolitan Housing	20 Garfield - requests and additional changes	07/11/2017	\$5,121.67
Door Motion Technologies, Inc.	door closer, wireless transmitters, handheld wireless transmitter and circuit board - equipment to install auto door opener at 1C	06/21/2017	\$2,329.00
Landscape Structures, Inc.	equipment for Phase 2 of Beacon Playground	07/01/2017	\$67,497.22
Penchura, LLC	two buddy benches and installation of all items from 17-321 - Beacon	07/01/2017	\$20,048.10
Performance Signs	two "Ohio & PersonnelPlus signs"; one "Photos & Employment First Logo", and one "Inspirational Words" signs	07/01/2017	\$772.50
Smirthwaite USA, LLC	shipping charges on two easi-lift changing bench	07/13/2017	\$300.00
Capital Improvements Total: 96,068.49			
		Grand Totals	\$412,125.89

Exhibit 12

Athens County Board of Developmental Disabilities

Board Submission by Richard Suehrstedt

Area of Supervision: Service and Support Administration

August 29, 2017

Department Highlights:

- Completed all Department performance evaluations.
- Continued daily monitoring of Echoing Meadows ICF homes in conjunction with DODD throughout June and July.
- Reviewed progress on AMHA homes to transition Echoing Meadows individuals from ICF to waiver settings.
- Transition to Imagine ISP format is underway.
- Several SSA's attended Trauma Competency 101 at Appalachian Behavioral Health on June 14.
- Participated in CARF survey process.
- Dick and Tristin attended the statewide SSA Director meeting on June 28.
- SSA Department completed *Person-Centered Thinking – Next Steps* training with Kelly Ferenbaugh from DODD on July 13.
- Participated in the Always There – Volunteer event at the UCM Thursday Supper.
- Dick and Tristin attended the Region 4 SSA Director meeting in Waverly on July 21.
- Interviewed for Administrative Assistant position and selected Bethany (Deem) Rivera.
- Selected a new FANS Coordinator (Asa Bentley).
- MEORC conducted accreditation readiness review on August 7-8. Work is ongoing to prepare documentation and coordinate survey readiness.

June Data:

Individuals Receiving SSA Services	383
Eligibility Referrals	2
# Determined Eligible	3
Annual ISP's Completed	21
ISP Addendums and Revisions	18
Waiver Enrollments (IOW)	3 – Pending (1 from GDC & 2 from EMRC)
Waiver Enrollments (LV1W)	0
Waiver Enrollments (SELF)	1 (1 -still Pending)
Total Enrolled (LV1W)	54
Total Enrolled (IOW)	138
Total Enrolled (SELF)	4
# Agency providers	21
# Independent Providers	43
May Productivity	77%

Exhibit 12**July Data:**

Individuals Receiving SSA Services	382
Eligibility Referrals	5
# Determined Eligible	2
Annual ISP's Completed	34
ISP Addendums and Revisions	17
Waiver Enrollments (IOW)	1 (2- still Pending from EMRC)
Waiver Enrollments (LV1W)	0
Waiver Enrollments (SELF)	1
Total Enrolled (LV1W)	54
Total Enrolled (IOW)	138
Total Enrolled (SELF)	5
# Agency providers	21
# Independent Providers	43
June Productivity	76%



Employment Options Division Board Report for June/July 2017

Employment Options School to Work Transition Services

June and July were months of planning and preparing for the 2017-2018 school year. Coordinator spent time researching curricula for next school year's group topics and developing a list of resources as well as identifying assessments to be used with students. Coordinator has met with teachers and staff from several local schools and the Athens Meigs ESC to plan for next year and participated in the planning of a Transition Conference scheduled for November 2018 at the ESC.



Brooke Schroeder
Transition Coordinator

Coordinator developed a survey for parents and students who received services last school year to evaluate services that were provided. The SSA of the student that was served was also provided a survey to evaluate services. The responses were reviewed and discussed with Employment Options Director to ensure any issues were addressed.

Transition Coordinator visited a Summer Youth Work Experience Education Week held at Athens High School. Coordinator assisted with any concerns and developed plans of action for any concerns and issues with students who the Coordinator assisted during the school year. Coordinator then met with Transition students who participated in summer youth to review job skills they learned this summer.

Coordinator assisted one student who volunteers at the library. The student will continue to volunteer at the library to develop her resume and gain experience. Her volunteer time can be scheduled around her sports activities during the school year.

Coordinator completed three new intakes and worked in collaboration with VRP3 for future planning for two students who graduated this past May.

Coordinator visited the Opportunity Center in Fairfield County to learn more about the programming offered there. This information will be presented to Becky Martin and Doug Mitchell to determine how or if some of the same services may work in Athens County and Beacon School. This includes the micro-herb business.

Coordinator participated in Student Adult Life Transition (SALT) Training offered by Hamilton and Green Counties. This training provided information as to how to begin SALT classes.

Coordinator provided follow up and consults with students of transition age who are not currently opting to have an open case. This was to provide information regarding services to help individuals assess their desire to have an open case.



PersonnelPlus Employment Services Board Report For June/July 2017

Job Development



Jona Moberg
Job Developer

June and July were busy months in Job Development for PersonnelPlus! We had 6 new hires and we are so excited!

Glenda worked for several years but most recently was going to Day Hab and volunteering at Atco. Glenda's caring personality made it possible for her to reach her employment goal. Glenda was hired at The Kids Place as an assistant childcare provider. This is Glenda's dream job and we are so excited to have helped her achieve this!



Kyra was an outstanding Summer Youth participant in 2016 and graduated from Tri-County in Hospitality. Kyra's hard working attitude during summer youth proved she would be a good employee. The Baymont Inn felt the same and hired to work in housekeeping. We are so happy to see her successful transition.

Ashley was refereed for services through the Athens OOD office. Ashley participated in employee development for about three months when she applied for and was hired at Wendy's. Ashley's hours were increased within a week because she learned the job so quickly! Ashley feels great about being a valued employee and loves her job!



Matt is another success story. Matt applied for and was hired at Quidel after an interview and job tryout. With Matt's skills he was able to learn the job right away and was it was an immediate success. Matt loves that he has a job to go to and is earning money.

The excitement of new jobs and partnerships with businesses after the CARF accreditation is icing on the cake!

Roadhouse Rules



Angela Carter
Job Developer

It seems like summer has flown by and before we know it school will be starting. The months of June and July have been very busy for PersonnelPlus and the job seekers we provide employment services to. One of the good things that developed within those two months is the partnership between Texas Roadhouse and PersonnelPlus.

On June 22nd Job Developer Angela Carter met with Deedra who is the Manager of the restaurant. After speaking to her about PersonnelPlus and the services we provide she was willing to have two individuals come in for open interviews on Monday June 26th. The two job seekers who were interested in positions at Texas Roadhouse were Dale and Sydney.

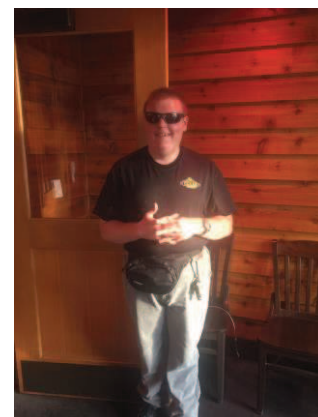
Exhibit 13

Dale interviewed on June 26th. The Interviewer, Heidi, offered him a position as a greeter at the front door. Heidi felt with Dale's friendly personality and people skills he would make an excellent greeter. Dale accepted the position and was thrilled with the opportunity.

Next Sydney interviewed with Heidi. Sydney interviewed very well, was very articulate and polite. Since she is a high school student and was seeking a temporary summer job she was offered a position where she would come in before the restaurant opens and prepare the kids menus. They said that if she was comfortable she could move on to learn more jobs and tasks as well.

Sydney and Dale completed orientation and started their jobs on Wednesday July 5th. They both had job coaching services to assist them in learning their jobs to Texas Roadhouse's standards. By the end of July Sydney was completely independent including transportation which her mother helped set up through local transit. Dale has received travel training in order to become more independent. Dale continues to receive job coaching but is in the process of fading for him to eventually be completely independent.

This new partnership with Texas Roadhouse continues to grow and we look forward to helping them hire more hard working and reliable employees in the future.



Job Training and Summer Youth Program



Heather Clemons
Training Coord.

WOW, What a Summer!

June-Summer Youth Session One

During Session 1, which had 15 kids and 5 work sites, there were minimal absences, most of which were known ahead of time. We had no behavior issues in the classroom or on the job site. Every student gained new skills, stepped out of their comfort zone trying new things, made new friends and gained confidence in social situations. Most importantly, all 15 kids walked away with a sense of accomplishment, empowered with knowledge, and a little extra money in their pockets. I think this equates to a very successful 5 weeks. We wish to thank our five work sites: Taylor Motors, Athens Sandlot Baseball/Memory Gardens, Sweet Arts Bakery, Athens High School and The Laurels.

July-Summer Youth Session Two

During Session 2, which had 4 kids and 1 work site, classes were held at the Personnel*Plus* office located in the Market on State every day from 8-12. Work weeks followed for the next four weeks. Work days were Monday-Thursday from 8-1. The students worked at Close to Home, an assisted living facility in Albany. They assisted in housekeeping, worked with kitchen staff, and in the activities department. We wish to thank Close to Home for serving as a work site.

A special Thank You to all the work sites for partnering with us, and to Brennen's Café, Donato's Pizza, Walmart, Lions Club, and the Civitan for their donations that allowed us to provide lunch to the kid's everyday while they were at work.

Intakes- Two intakes were done for new job seekers who will receive services this month.

Exhibit 13

Community Based Assessment- Community Based Assessments were done with four people. The sites included Rural Action doing data entry, Kids on Campus working as an assistant reading teacher, Ohio University Dinning Hall working in the kitchen, and Piggly Wiggly and Big Lots fronting shelves.

Job Coaching- Job Coaching was done with three people recently hired. The businesses included Texas Roadhouse as a greeter and sorting/wrapping utensils, and Kids Place working as a teacher's aide.

Job Tryout- One job tryout was done at Quidel.

Travel Training- Travel Training was done with one person. The Job Trainer assisted them in learning how to use the Athens Transit bus system.

Employee Development- Employee development was done with multiple job seekers. Applications were submitted at Quidel, Texas Roadhouse, Lowes, Call Center, Baymont Inn, and Taco Bell. A Job Trainer meets with each of these people weekly to assist them in their job search. The trainer helps individuals fill out applications both online and in the community. They conducted mock interviews and researched possible job opportunities.

Employment Support



Julie Jones
Employment
Support
Coordinator

June was a busy month for all of *PersonnelPlus* and it was no different for Julie. CARF preparations lead up to a CARF interview, a CARF luncheon with the *PersonnelPlus* Advocacy and Advisory Council (PPAAC) and several business visits with the CARF surveyors was top priority. Also during June, Julie participated in team meetings for community employees and assisted with various issues at their jobs when needed. Julie also had the pleasure of joining the PPAAC Members at the June ACBDD Board meeting while they presented about their group to the Board Members.

In July, Julie met with community employees regarding employment. Topics discussed included: work quality, transitioning, change in job duties, follow ups, basic benefits discussions, transportation and more. She also got to join one work team in celebrating their employee's 15-year anniversary with their organization. Two businesses informed Julie that the main managers were retiring and she was able to congratulate them on all their years of service and thank them for their partnership with *PersonnelPlus*.

The PPAAC planned the *PersonnelPlus* Summer Picnic and were happy with the turnout.

Exhibit 13

Section 1: Jobs	
New hires in June & July 2017	6
Total number of jobs filled as of January 1, 2017	17
Total number of individuals employed in the community	88
Job Tryouts for June & July 2017	1
Job offers to job seekers for June & July 2017	6
Job offers accepted by job seekers	6
Jobs placed in 2017 and loss in 2017 regardless of reason (Example, relocation, promotion, etc.)	5 (Health, Health, Background Check, Resignation)
Total jobs placed in 2017 and loss due to termination in 2017	2
Total job losses as of January 1, 2017 regardless of yr. placed or reason	4
Number of individuals receiving active Job Development Services (an active job search in place)	26
Section 2: Internships	
Total number of individuals receiving BVR assessments; CBA, CX, Etc.	2
Section 3: Atco or other Day Habilitation Centers	
Total number of Atco or other Day Hab. individuals referred to PersonnelPlus to actively seek employment (BVR)	8
Total number of Atco or other Day Habilitation individuals PersonnelPlus has obtained jobs for in 2017.	2
Section 4: Total Services Provided	
Total # of individuals receiving Community Employment Services via PersonnelPlus	114

	Hired	Job Loss	Employed
2016			72
January	3	1	74
February	1	0	75
March	1	0	76
April	1	1	76
May	6	0	82
June	1	1	82
July	6	0	88
August			
September			
October			
November			
December			

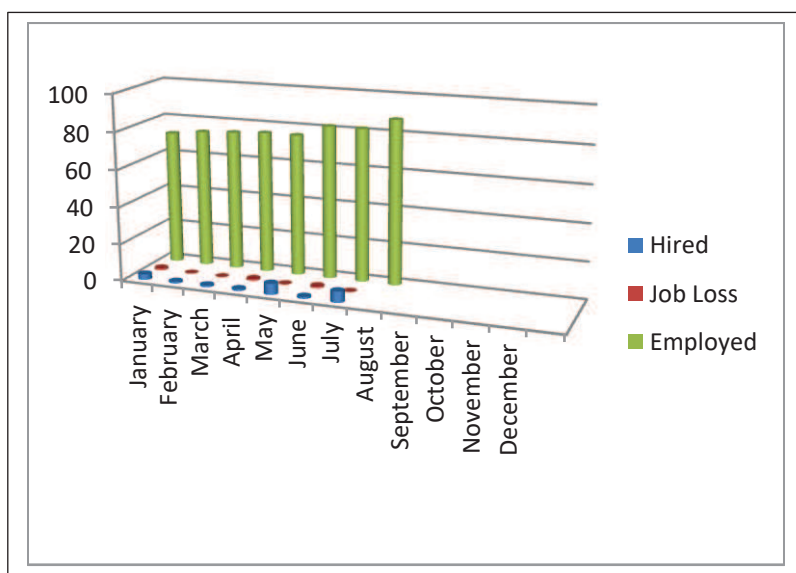
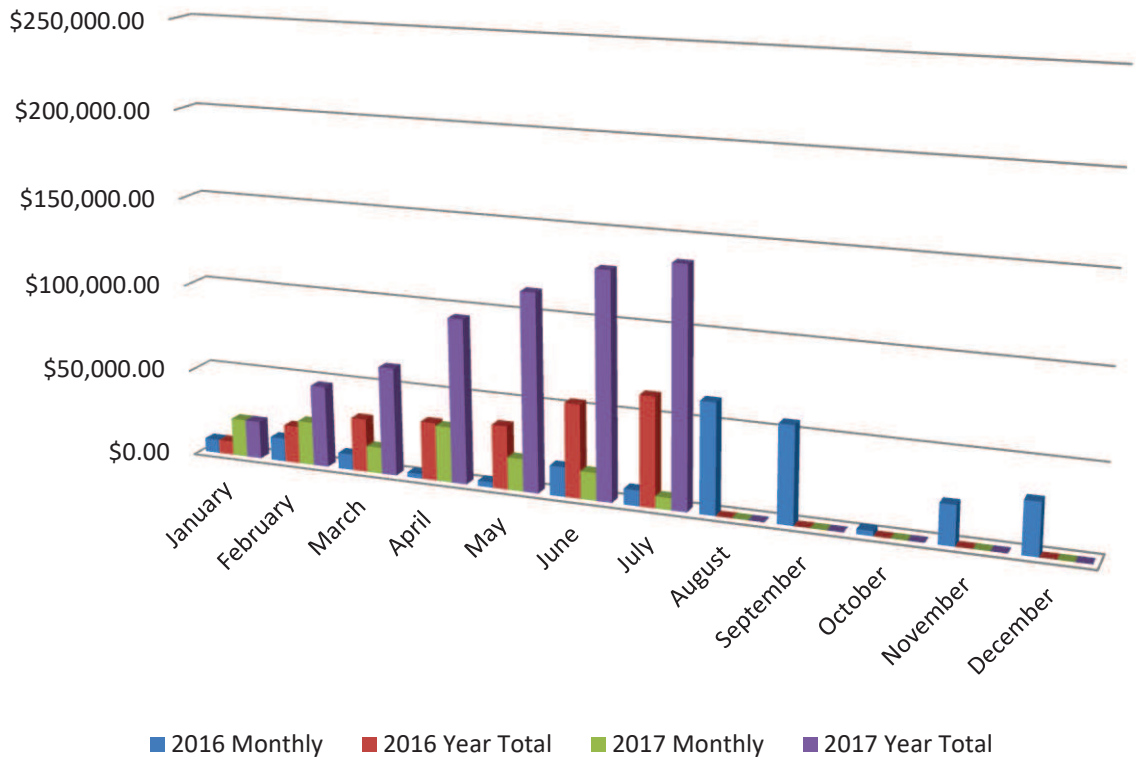


Exhibit 13

PersonnelPlus Billed Monthly and Year to Date Totals



	<u>OOD/VRP3 Monthly Revenue</u>	
	2016	2017
January	\$7,959.78	\$21,806.38
February	\$13,747.26	\$25,294.16
March	\$9,215.70	\$15,314.77
April	\$2,706.00	\$32,256.81
May	\$3,138.44	\$18,921.12
June	\$17,212.52	\$16,119.53
July	\$9,143.73	\$6,999.90
August	\$63,705.90	
September	\$56,143.40	
October	\$2,915.36	
November	\$22,954.87	
December	\$30,169.72	

	2016 Year to Date Totals	2017 Year to Date Totals
January	\$7,959.78	\$21,806.38
February	\$21,707.04	\$47,100.54
March	\$30,922.74	\$62,415.31
April	\$33,628.74	\$94,672.12
May	\$36,767.18	\$113,593.24
June	\$53,979.74	\$129,712.77
July	\$63,123.47	\$136,712.67
August	\$126,829.37	
September	\$182,972.77	
October	\$185,888.13	
November	\$208,843.00	
December	\$239,012.72	

OPEN HOUSE



Please join Employment Options
and Personnel*Plus*

On Friday, September 8, 2017

At The Market on State

1002 East State Street, Suite 4, Athens

At 10:00 a.m.

As We Celebrate Our New Location!





ATCO ADULT SERVICES BOARD REPORT

PROVIDED TO YOU BY THE ATCO MANAGEMENT TEAM

AUTUMN BROWN, MARK CULLISON, LAURIE GREGG, AND JOANNE HEINZMAN

DATES TO REMEMBER

Community Healthy Potluck 3rd Wednesday of month

Yoga and Enrichment w/ Paul Richard

- Summer series June 12- August 21st
- Limited Mobility Yoga 4:15-5:30
- Beginner Yoga 6-7

Movie Night 2nd Tuesday of every month

Tuesday Community Rec Night at Roller Bowl 4:30-6pm

Wednesday Night League Fall session TBA

Art With Chris Every Wednesday 8:30-2pm

ATCO at the Parade of the Hills: Aug 16-19

- Popcorn Booth every evening
- ATCO Senior Day at the parade of the Hills Aug 17
- Team Heart & Sole 5K POTH 8:30am

Athena Grand Movie Day:

- Fridays through Summer
- Final Dates-August 18th and 25th

Athens County Community Singers

- Practice Starts August 24th @ ATCO
- Concert in Columbus Sept 8

Every Thursday- Community Center 9am & Volunteer with Friends of the Dog Shelter 1pm

Adult Service Director-Mark Cullison

Congratulations to the Special Olympics bowling Team for competing in the summer games in Columbus on June 23-25. Everyone displayed teamwork, sportsmanship, and athleticism in bringing home many medals.



On a Path to Employment

We are very proud of our own Sarina Winner, who volunteered at Beacon School with the Kid's on Campus program. Each Thursday, Sarina read stories to the children. All the kids loved having Sarina read to them and Sarina gained the skills and confidence to aid in her future employment desires. This opportunity was also supported by Personnel Plus as part of Sarina's Community Based Assessment process as she seeks a job in the community. Sarina enjoys helping people, especially children. Her patience and natural ability to teach is beginning to show as she has these new opportunities.



The ATCO wood working group has been very busy this spring and summer. They've been learning many skill like teamwork, work ethic , and kindness; they have produced many projects including a prize wheel, checker boards, and wall organizers, to name a few. As always we would love to make something for you, simply email us at ATCO_mcollison@athenscbdd.org.



Another huge accomplishment!!

Congratulations to Glenda Murray, who recently received her 2-year certification in First Aid and CPR. However, even more exciting for Glenda is that she will be able to use this at her new job. Glenda has been hired for a part-time job at The Kid's Place at the Nazarene Church in The Plains. Way to go Glenda! We are so happy and excited for you! Glenda is pictured with Joanne Heinzman, who was a part of the team that assisted Glenda with making her dream of working with children come true!





ACBDD PICNIC:

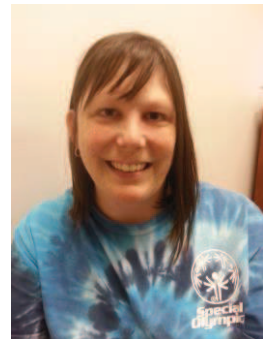
The ACBDD picnic was held August 4th at Beacon School. It was a full day of water fun, games, music and a great lunch provided by the SSS department. It was a great experience for all who attended. Thanks to everyone who worked so hard to make this a memorable day. The ATCO Staff and Passion Works Staff provided the entertainment and activities for the event. So many friends and partnering provider agencies came to enjoy the fun, IT WAS SO MUCH FUN!!

A BIG THANK YOU TO CINDY RECTOR AND THE SSA DEPARTMENT FOR THE WONDERFUL LUNCH!! THEIR PARTICIPATION MADE THE DAY GO SMOOTHLY AND EVERYONE HAD A GREAT TIME!!!

Staff Spotlight:

This month, we would like to recognize Lindsey Moore, who is another one of the Beacon staff members who worked at ATCO all summer as a substitute. Lindsey has worked as an aide at Beacon for 11 years and has worked at ATCO in the summer all that time. She is an aide in the pre-school class and really finds that rewarding. In her spare time, Lindsey enjoys reading, and watching her niece play softball. Lindsey also enjoys singing in the Coolville Community Choir, and time with her family. Lindsey says she really appreciates the welcome she gets from everyone at ATCO.

Thank you, Lindsey, for all your hard work this summer.



ATHENA GRAND MOVIE: August 18th and 25th.

We have been lucky to attend the movies every Friday for the last several weeks. 6 Fridays of vintage movies like “Beauty,” “Secret Garden,” and “Ferris Beuller’s Day Off,” and inviting the community to join us as we meet up for some summer fun in uptown Athens.

Atco Nursing Updates: (Joanne Heinzman, RN)

Training

- August 3, 2017 we held a CPR/First Aid Course at Beacon School.
- I taught a class on Holistic Health to CB staff and Independent Providers that was for 2 CE's.
- I was able to renew MCBDD staff's Medication Administration Certification with DODD.

DODD Health and Safety Alert from July 2017 - Transitions in Care

This is a very crucial time for this information to be put in place is now. It is vital that health care/medical care be relayed to those who are providing care. An example could look something like this: individual has Pica and this is not relayed to the new staff and the individual ingests a push pin causing an internal injury and hospitalization. As ATCO works towards transitioning support for those we serve, communicating important details is crucial in making a person's transition safe and positive.

We must work together as a team in the best interest of the people we serve. We can prevent many UI's simply by communicating well with each other.

Transition Updates

Autumn Brown, ATCO Transition Manager

Passion Works Transition has been finalized!!



David Robins, executive director of Creative Foundations, sits with ACBDD Supt. Kevin Davis on Tuesday August 1, 2017, the first day of Passion Works Studio's operation by the Delaware, Ohio, company.

Photo by Dennis E. Powell

Passion Works Studio celebrated the first day of its operation under new management Tuesday August 1, with a small artist-appreciation event at its studio at 20 E. State St.

With the New Passion Works Team taking shape, it is a bittersweet announcement to share that Nancy Epling, the ATCO Community Inclusion Specialist, has been selected and hired to be the new Director of Passion Works. Nancy has been an asset to the ACBDD. She has a passion for developing strong relationships with those we serve. Nancy has assisted numerous individuals explore the community to help them make connections and gain a better understanding of their own interests. Nancy's knowledge and history with ATCO will be very helpful to the Passion Works Team as they open enrollment and learn to support people in a new way.

Athens County Transportation Collaboration Meeting: We will continue to attend and explore more inclusive transportation opportunities at an affordable rate. This group is working hard to collaborate and explore the needs of everyone who struggles with transportation needs.

Employment Opportunities: Jona Moberg, PersonnelPlus Job Developer, hosted two Transition Class Sessions at ATCO. She helped us better understand the process one goes through when working towards getting a job. Jona has since accepted a new job with a different agency, but we look forward to partnering with PersonnelPlus staff again, as we help educate individuals on their choices for employment.

Day Hab Visits: A few individuals have been requesting visits to day hubs, as they prepare to make their selection in the coming year. Some people are exploring the possibility of a job as a first choice and then will select their Day Hab; others have made a choice and wish to stay at ATCO until it closes. All of those options are great. Our process is to educate and support the individual at whatever pace he/she finds appropriate. The other Day Hubs in the Athens and surrounding areas have been so very helpful and gracious as we come to visit, offer training, and provide other needed supports.

Now that Passion Works is established, we will likely see an increase in transitions there. Many people were waiting to see what Passion Works would be like with the new leadership.

Families involved in the transition process: Including families in the Transition Process has been a very important part of our work. Families need to learn about the process, understand the options of employment and community opportunities, feel comfortable visiting Day Hubs, and begin to identify the individual's preferences. We do that on an individual bases, when families ask or we find an opportunity to share these details with them. We ensure staff at ATCO is available to assist families, as needed.

ATCO Staff: As you are aware, the ATCO staff has been working through a three-year transition to close ATCO, due to CMS Conflict-Free Case Management rules. As we continue to decrease enrollment, we have had a few staff seek other employment and many others planning for their future. As the time gets closer, the stress and worry build for those staff and the individuals transitioning. For so many years, ATCO was the leading day service provider, trusted, and respected by the community as a whole. It is pleasing and impressive to share that this group of staff in this very trying time has truly stepped up and continued to promote inclusion, support people in choosing new opportunities – such as employment, volunteering, and learning about Day Hab choices. Some of our staff has even volunteered to assist job trainers in Community-Based Assessments for people who need additional supports. The team will be supporting the community inclusion activities and events with the vacancy of the Community Inclusion Specialist Position, which will not be filled due to the agreement with the ABEA. As each week brings new changes and challenges, this team has continued to focus on the services and needs they support and adapt as needed. I am very grateful for their commitment to this process and the positive impact they are making as we navigate this uncharted territory together.



ACBDD - Administration
Kevin Davis, Superintendent

Human Resources Board Report
August 2017
Gwen Brooks, Director of Human Resources

The purpose of the Human Resources (HR) report is to share HR metrics and information that may be helpful in guiding strategic decisions by the Board. Please let me know if there is other data you are interested in seeing related to our human resources.

July/August Activity Updates

- Successfully filled 5 vacancies
 - Van Driver/Facilities Maintenance Worker – Gregory King
 - Adapted PE Instructor (starting as long-term sub) – Miriah Park
 - Administrative Assistant, SSA – Bethany (Deem) Rivera
 - Sub Adult Service Aide – Jonathan Copen
- Recruitment & Selection process underway for the following:
 - Substitute Van and Bus Drivers
 - Job Developer – replacing Jona Moberg
- Nancy Epling, Community Inclusion Specialist, resigned to take Director of Passion Works role. Her duties will be absorbed by current staff with flexible schedule arrangements plus a supplemental contract for Tuesday night recreation coordinator.
- Notification received from OPERS regarding enforcement of the rule requiring employers to report employee earnings in the month during which they were earned. Currently, all Instructional Assistants and Nurses at Beacon working 9 months have their earnings spread over 12 months, thus earning service credit during months they aren't actually working. In the future, we will have to report those earnings during the working months only, resulting in their receiving service credit for only 9 months each year instead of 12.

ACBDD – Administration
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801 West Union Street
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Phone: 740-594-3539
Fax: 740-593-3189
athenscbdd.org

Atco Adult Services
21 South Campbell Street
Athens, Ohio 45701
Phone: 740-592-6659
Fax: 740-594-7814
atcoinc.org

Passion Works Studio
20 East State Street
Athens, Ohio 45701
Phone: 740-592-3673
Fax: 740-592-4260
passionworks.org

PersonnelPlus
8 Harper Street
The Plains, OH 45780
Phone: 740-592-3416
Fax: 740-593-8236
personnelplus.org

Service & Support Admin.,
Transportation Services
9033 Lavelle Road
Athens, Ohio 45701
Phone: 740-592-6006
Fax: 740-594-5048

ACBDD is an equal opportunity employer and provider of services

Human Resources Board Report Summary

August 22, 2017

	January 2017	February 2017 (2/22/17)	March 2017 (3/21/17)	April 2017 (4/18/17)	May 2017 (5/17/17)	June 2017 (6/20/17)	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	2017 Total
STAFF COUNT	110	110	104	105	107	108	108	106	0	0	0	0	108
Full-time	75	74	73	74	74	75	75	75					75
Part-time	13	13	13	13	13	12	12	12					12
Substitute	22	23	18	18	20	21	21	19					21
SEPARATIONS	1	1	1	0	2	3	0	5	0	0	0	0	13
Voluntary	1	1	1	0	2	3	0	5					13
Involuntary	0	0	0	0	0	0	0	0					0
NEW HIRES	7	1	0	1	4	4	0	0	0	0	0	0	17
Full-time	5	1	0	1	0	1	0						8
Part-time	0	0	0	0	2	1	0						3
Substitute	2	0	0	0	2	2	0						6
GRIEVANCES IN PROGRESS	1	2	1	1	1	1	1	0	0	0	0	0	1
ABEA In Progress	1	1	1	1	1	1	1	0	0	0	0	0	1
Arbitration	1	1	1	1	1	1	1						1
ABEA Resolved	0	0	0	0	0	0	0						0
PGO In Progress	0	1	0	0	0	0	0	0	0	0	0	0	0
Informal	0	1	0	0	0	0	0						0
PGO Resolved	0	1	0	0	0	0	0						1
Workers Comp Claims	1	0	1	0	1	2	0	0					5

STAFF COUNT AUGUST 16, 2017

Row Labels	FT	PT	SUB	Grand Total
ATCO	16	1	8	25
Admin Support	1			1
Administration	2			2
Adult Services	9	1	8	18
Case Management	3			3
Facilities	1			1
Beacon	28	3	10	41
Admin Support	2			2
Administration	7			7
Certification for EI	2			2
Dept. of Ed.	16	3	10	29
Facilities	1			1
Harper St	5			5
Case Management	5			5
Lavelle Rd	19	8	1	28
Admin Support	2			2
Administration	3			3
Adult Services	1			1
Case Management	8			8
Facilities	2	4		6
Transportation	3	4	1	8
PersonnelPlus	7			7
Admin Support	2			2
Administration	1			1
Adult Services	4			4
Grand Total	75	12	19	106

NEW HIRES AUGUST 2017

Row Labels	FT	Grand Total
Business Clerk/Adm Asst	1	1
Rivera, Bethany	1	1
Instructor - Adapted PE	1	1
Park, Miriah	1	1
Instructor - Intermediate II	1	1
Roy, Jonathan	1	1
Veh. Opr I/Facilities Maint Wkr	1	1
King, Gregory W.	1	1
Grand Total	4	4

Exhibit 16

Athens County Board of Developmental Disabilities

Board Submission by Butch Withem

Area of Supervision: Facility \ Transportation

August 16, 2017

Intro of highlights:

We received three bids for the Beacon Playground resurfacing project. The bids ranged from \$187,171.00 to \$160,000.00. The low bidder was Kinetic Recreation from McCordsville, Indiana. After checking several references, we awarded the contract to them and the project started on 8-1-2017. The installer has completed the subgrade on the two smaller playgrounds and has applied the base rubber on both of those areas. The finish coat of rubber has been installed on these areas as well. The base and the finish coat will be applied on the large area next, and, pending good weather, we plan to complete the project before school starts. We are planning a tour for the ACBDD during the August meeting. We have encountered drainage problems but are working with the installer to remedy these concerns. We do not anticipate any extra charges for the project because of these problems.

Issues to share:

As you know, the new parking lot at Beacon is completed. We also removed two dead ash trees and one distressed elm tree from around the perimeter of the Beacon circle and trimmed the two remaining trees in the circle. We also restriped all ACBDD parking lots as well and installed new coating on the blacktop

We completed the CARF review at Personnel Plus on East State Street and were pleased with the results. We received a couple minor recommendations which have been corrected.

KOC concluded on July 28, 2017, and the program was a complete success, even for Facility\Transportation. I am still amazed that we were able to transport 25 new students with minimal extra resources. The transportation team did an exceptional job maintaining the extra routing for this event. We also have been able to maintain our summer cleaning exposure, which is mainly because of our new Custodial team. I want to thank both teams for their ability to perform the extra work involved with the new summer schedule.

Rex has converted 99% of the lighting at Beacon school to LED lighting, and we are ready to start on the Bus Garage. This project was quoted from Johnson Controls through Athens County for \$42,000 for Beacon and the bus garage. We decided to complete the project in house and we should complete the project for about \$12,000.