



BOARD MEETING

April 25, 2023



April Board Meeting Agenda

Tuesday, April 25, 2023 – 6:00 p.m.

801 W. Union Street, Athens

**The Mission of the Athens County Board of Developmental Disabilities
is to serve our community with compassion, innovation, and transparency**

1. Call to Order – Board President.
2. Board Member Roll Call – Arian Smedley.
3. Reading of Mission Statement.
4. Motion to approve Agenda.
5. New Business:

Items for review and discussion:

- a. Budget update.
- b. 2022 Annual Report (Handout).
- c. Beacon School 2023-2024 academic calendar (Exhibit 1, Page 1).
- d. Updated MUI policy (Exhibit 2, Pages 2-21).
- e. Van update.
- f. Reminders on future meetings/trainings:
 - i. Next training: Tuesday, May 23, 5:00 p.m.
 - ii. Next regular meeting: Tuesday, May 23, 6:00 p.m.

Motions for vote:

- a. Approve March 2023 Board Meeting Minutes (Exhibit 3, Pages 22-27).
 - b. Approve bid for Beacon School roof project (Handout).
 - c. Approve renewal contract with Aramark (Exhibit 4, Pages 28-35).
 - d. Approve contract with Hopewell Health Services (Exhibit 5, Pages 36-40).
 - e. Approve contract with ARTSWest for second ATCO Idol event (Exhibit 6, Pages 41-44).
 - f. Approve continuation of the DSP retention payment program (Handout).
 - g. Approve limited contract as presented by the board.
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6. Board Reports:
 - a. Superintendent, Dr. Kevin Davis (Exhibit 7, Pages 45-57).
 - b. Director of Finance, Scott Zielinski (Exhibit 8, Pages 58-65).
 - c. Director of Human Resources, Gwen Brooks (Exhibit 9, Pages 66-68).
 - d. Director of Facilities and Transportation, Chris Linscott (Exhibit 10, Pages 69-70).
 - e. MUI Coordinator, Stephanie Kendrick (Exhibit 11, Page 71).
 - f. Director of Service and Support, Tristin Lawrence (Exhibit 12, Pages 72-76).

- g. Director of Education, Becky Martin (Exhibit 13, Pages 77-78).
 - h. Director of Employment Options, Angela Carter (Exhibit 14, Page 79).
 - i. Director of Integrate Athens, Autumn Brown (Exhibit 15, Pages 80-82).
 - j. Assistant Superintendent, Arian Smedley (Exhibit 16, Pages 83-88).
- 7. Comments from Visitors relative to the agenda.
 - 8. Comments from Unions relative to the agenda.
 - 9. Comments from the Board.
 - 10. Motion to adjourn.

ACBDD Regular Board Meetings and Board Trainings for 2023


Board Meeting Trainings

Tuesday, April 25	Beacon School	MUI / UI	5 p.m.
Tuesday, May 23	Beacon School	TBD	5 p.m.

Regular Board Meetings

Tuesday, Jan. 24	Beacon School	6 p.m.
Tuesday, Feb. 28	Beacon School	6 p.m.
Tuesday, April 4	Beacon School	6 p.m.
Tuesday, April 25	Beacon School	6 p.m.
Tuesday, May 23	Beacon School	6 p.m.
Tuesday, June 27	Beacon School	6 p.m.
July	No meeting	No meeting
Tuesday, Aug. 22	Beacon School	6 p.m.
Tuesday, Sept. 26	Beacon School	6 p.m.
Tuesday, Oct. 24	Beacon School	6 p.m.
November	No meeting	No meeting
Tuesday, Dec. 12	Beacon School	6 p.m.

**Exhibit 1
Beacon School
2023-24 Calendar**

JULY '2023							4 July 4th Holiday (Observed)	1- 2 No School Holiday Break 3 Return from Holiday Break 9 End of Second Grading Period 15 No School M.L. King Day 18 Parent Teacher Conf. 3:30-7:00	JANUARY '2024																																
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AUGUST '2023							17 Teacher Inservice 18 All Staff Training 21 All Staff Training 22 Student First Day	19 No School President 's Day	FEBRUARY '2024																																
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SEPTEMBER '2023							4 No School Labor Day	11-15 No School Spring Break 19 No School ACBDD PD Day 20 End of Third Grading Period 29 No School	MARCH '2024																																
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OCTOBER '2023							6 No School Teacher Inservice 20 End of First Grading Period	8 No School Teacher Inservice Day	APRIL '2024																																
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NOVEMBER '2023							2 Parent Teacher Conf. 3:30-7:00 7 No School ACBDD PD Day 22-27 No School Thanksgiving Break	24 Students &Teacher Last Day 27 Memorial Day	MAY '2024																																
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DECEMBER '2023							22-31 No School Holiday Break	Have a Great Summer!! 	JUNE '2024																																
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First/Last Day of School							Staff Inservice							No School							All Professional Development							Teacher Conference Day							End of Grading Period						

First/Last Day of School
Staff Inservice
No School
All Professional Development
Teacher Conference Day
End of Grading Period

Any Make-up Days Extend School Year

28. MAJOR UNUSUAL INCIDENT/UNUSUAL INCIDENT

Adopted	10/28/98
Status	Pending
Historical Versions	2/21/06; 7/27/07, 2/25/14; 8/22/17, 1/22/19, 1/28/20, 2/22/22
Initiated by	Stephanie Kendrick, MUI Coordinator
Approved by	Board of the Athens County Board of Developmental Disabilities (ACBDD)

Purpose

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).

The ACBDD employees, and any person providing services to individuals with developmental disabilities, irrespective of the setting, are mandated to report all suspected abuse and neglect incidents.

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 and independent providers 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.

Reports for either unusual incidents or major unusual incidents involving individuals who are living in an Intermediate Care Facility for individuals with intellectual disabilities (ICF-IID) are to be made available immediately to the ICF-IID administrator or appointed administrator (exception if the administrator has been identified as the PPI). All ICF-IID's are required to follow federal guidelines that require immediate notification to the ICF-IID of all incidents that occur.

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

The ACBDD contracts with the Mid-East Ohio Regional Council to conduct Major Unusual Incident Investigations and Major Unusual Incident Reviews.

The ACBDD shall follow the requirements in OAC 5123-17-03 for the Abuser 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 verbally to the county board immediately, but no later than four (4) hours for the categories listed below, following the service provider's or county board's initial notification of the occurrence.

Categories requiring verbal notification to ACBDD within four (4) hours of discovery of the event:

- Accidental or suspicious death;
- Exploitation;
- Misappropriation;
- Neglect;
- Peer-to-peer act;
- Physical abuse;
- Prohibited sexual relations;
- Sexual abuse;
- Verbal abuse; and
- When the provider has received an inquiry from the media regarding a major unusual incident.

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 up to and including termination for county board employees. For non-county board employees failure to cooperate in an investigation or incident review will result in referral to the appropriate licensing/oversight authority.

Definitions

"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 (as seen in OAC 5123-17-02) that correspond to the three categories of major unusual incidents.

"Agency provider" means a provider, certified or licensed by the department that employs staff to deliver services to individuals and who may subcontract the delivery of services. "Agency provider" includes a county board while the county board is providing specialized services.

"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.

"Common law employee" has the same meaning as in rule 5123-9-32 of the Administrative Code.

"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.

"Department" means the Ohio Department of Developmental Disabilities.

"Developmental center" means an intermediate care facility for individuals with intellectual disabilities under the managing responsibility of the department.

"Developmental disabilities employee" means any of the following:

- An employee of the department;
- A superintendent, board member, or employee of a county board;
- An administrator, board member, or employee of a residential facility licensed under section 5123.19 of the Revised Code;

- An administrator, board member, or employee of any public or private provider of services to an individual with a developmental disability; or
- An independent provider.

"Incident report" means documentation that contains details about a major unusual incident or an unusual incident and shall include, but is not limited to:

- Individual's name;
- Individual's address;
- Date of incident;
- Location of incident;
- Description of incident;
- Type and location of injuries;
- Immediate actions taken to ensure health and welfare of individual involved and any at-risk individuals;
- Name of primary person involved and his or her relationship to the individual;
- Names of witnesses;
- Statements completed by persons who witnessed or have personal knowledge of the incident;
- Notifications with name, title, and time and date of notice;
- Further medical follow-up; and
- Name of signature of person completing the incident report.

"Incident Tracking and Monitoring System (ITMS)" means the department's web-based system for reporting major unusual incidents.

"Independent provider" means a self-employed person or a common law employee who provides services for which they must be certified in accordance with rules promulgated by the department and does not employ, either directly or through contract, anyone else to provide the services.

"Individual" means a person with a developmental disability.

"Individual served" means an individual who receives specialized services.

"Intermediate care facility for individuals with intellectual disabilities" has the same meaning as in section 5124.01 of the Revised Code.

"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.

"Major unusual incident" means the alleged, suspected, or actual occurrence of an incident when there is reason to believe the incident has occurred. There are three categories of major unusual incidents that correspond to three administrative investigation procedures delineated in Appendix A, Appendix B, and Appendix C of OAC 5123-17-02:

- Category A
 - Accidental or suspicious death. "Accidental or suspicious death" means the death of an individual resulting from an accident or suspicious circumstances.

- 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.
- 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.
- 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.
- Neglect. "Neglect" means when there is a duty to do so, failing to provide an individual with medical care, personal care, or other support that consequently results in serious injury or places an individual or another person at risk of serious injury. Serious injury means an injury that results in treatment by a physician, physician assistant, or nurse practitioner.
- Physical abuse. "Physical abuse" means the use of physical force that can reasonably be expected to result in physical harm to an individual. Such physical force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.
- 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.
- 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.
- 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) when the sexual conduct, sexual contact, or act involves an individual.
- Verbal abuse. "Verbal abuse" means the use of words, gestures, or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual.
- Category B
 - Attempted suicide. "Attempted suicide" means a physical attempt by an individual that results in emergency room treatment, in-patient observation, or hospital admission.
 - 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.
 - 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, use of an automated external defibrillator, or use of an epinephrine auto injector.)
 - 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.

- Peer-to-peer act. "Peer-to-peer act" means any of the following incidents involving two individuals:
 - Exploitation which means the unlawful or improper act of using another individual or another individual's resources for monetary or personal benefit, profit, or gain,
 - 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,
 - Physical act which means a physical altercation that:
 - Results in an injury that is treated by a physician, physician assistant, or nurse practitioner; or
 - Involves strangulation, a bloody nose, a bloody lip, a black eye, a concussion, or biting which causes breaking of the skin; or
 - Results in an individual being arrested, incarcerated, or the subject of criminal charges
 - Sexual act which means sexual conduct and/or contact for the purposes of sexual gratification without the consent of the other individual.
 - 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.
- 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.
- Category C
 - Law enforcement. "Law enforcement" means any incident that results in the individual served being tased, arrested, charged, or incarcerated.
 - Unanticipated hospitalization. "Unanticipated hospitalization" means any hospital admission or hospital stay over twenty-four hours that is not pre-scheduled or planned. A hospital admission associated with a planned treatment or pre-existing condition that is specified in the individual service plan indicating the specific symptoms and criteria that require hospitalization need not be reported.
 - Unapproved behavioral support. "Unapproved behavioral support" means the use of a prohibited measure as defined in rule 5123-2-06 of the Administrative Code or the use of a restrictive measure implemented without approval of the human rights committee or without informed consent of the individual or the individual's guardian in accordance with rule 5123-2-06 of the Administrative Code, when use of the prohibited measure or restrictive measure results in risk to the individual's health or welfare. When use of the prohibited measure or restrictive measure does not result in risk to the individual's health or welfare, the incident shall be investigated as an unusual incident.

"Physical harm" means any injury, illness, or other physiological impairment, regardless of its gravity or duration.

"Primary person involved (PPI)" 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.

"Program implementation incident" means an unusual incident involving the failure to carry out a person-centered plan when such failure causes minimal risk or no risk. Examples include, but are not limited to, failing to provide supervision for short periods of time, automobile accidents without harm, and self-reported incidents with minimal risk.

"Provider" means an agency provider or an independent provider.

"Qualified intellectual disability professional" has the same meaning as in 42 C.F.R. 483.430 as in effect on the effective date of this rule.

"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.

"Systems issue" means a substantiated major unusual incident attributed to multiple variables and not to a specific person.

"Team" means, as applicable:

- The group of persons chosen by the individual with the core responsibility to support the individual in directing development of his or her individual service plan. The team includes the individual's guardian or adult whom the individual has identified, as applicable, the service and support administrator, direct support staff, providers, licensed or certified professionals, and any other persons chosen by the individual to help the individual consider possibilities and make decisions; or
- An interdisciplinary team as that term is used in 42 C.F.R. 483.440 as in effect on the effective date of this rule.

"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; rights code violations or unapproved behavioral supports without a likely risk to health and welfare; emergency room or urgent care treatment center visits; and program implementation incidents.

"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.

Procedures

Reporting Requirements for Major Unusual Incidents

Reports regarding all major unusual incidents involving an individual who resides in an intermediate care facility for individuals with intellectual disabilities or who receives round-the-clock waiver services shall be filed and the requirements of this rule followed regardless of where the incident occurred.

Reports regarding the following major unusual incidents shall be filed and the requirements of this rule followed regardless of where the incident occurred:

- Accidental or suspicious death
- Attempted suicide
- Death other than accidental or suspicious death
- Exploitation
- Failure to report
- Law enforcement
- Misappropriation
- Missing individual
- Neglect
- Peer-peer act
- Physical abuse
- Prohibited sexual relations
- Sexual abuse
- Verbal abuse

Reports regarding the following major unusual incidents 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:

- Medical emergency
- Rights code violation
- Significant injury
- Unapproved behavioral support
- Unanticipated hospitalization

If an independent provider has been identified as the PPI for any of the MUIs that are listed below, the MUI Coordinator will contact the independent provider and request that they not have any direct contact with individuals 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.

- Physical Abuse
- Sexual Abuse
- Misappropriation
- Neglect
- Prohibited sexual relations
- Verbal Abuse
- Failure to Report a major unusual incident

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 individuals receiving services in the county or their guardians as applicable, providers in the county, and to the department.

Agency providers shall develop and implement a written policy for the internal review of all major unusual incidents and shall be responsible for taking all reasonable steps necessary to prevent the recurrence of major unusual incidents. The written procedure shall require senior management of the agency provider be informed within two working days following the day staff become aware of a potential or determined major unusual incident involving misappropriation, neglect, physical abuse or sexual abuse.

Procedures for Responding to Anonymous Reports:

- Ask the caller for the individual's name, location and description of the incident.
- Ask the caller if they have other information that may be helpful.
- 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.
- An SSA will visit the location with law enforcement and follow law enforcement's guidelines.
- Evaluate and speak with the individual, assess, and observe for injuries.
- 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 alleged 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.
- 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 On-Call Emergency Number can be contacted and an SSA will assist the caller as applicable. Board employees, contracted providers, and families will be given these numbers.
- All ACBDD staff will document any Unusual Incidents using the Brittco Incident Report function. These incident reports will be reviewed by the author's supervisor and sent to the MUI Coordinator. The ACBDD MUI Coordinator will generate a report of the County Board UI Log monthly and reviews the logs to ensure there are no missed MUIs or missed trends or patterns.

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.

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:

- An adult with a developmental disability is at substantial risk of harm or death as a result of abuse, neglect, or exploitation.
- The adult does not have the ability to make decisions concerning food, clothing, shelter, health care, or other necessities.
- The adult is in need of services.
- 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.

Actions Following Determination of a Major Unusual Incident

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. Such measures shall include, as applicable:

- Immediate and ongoing medical attention, as appropriate
- Removal of an employee from direct contact with an individual when the employee is alleged to have been involved in physical abuse or sexual abuse until such time as the provider has reasonably determined that such removal is no longer necessary
- Notification to 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. If the incident is forwarded to MEORC or the DODD MUI Unit and the MUI Coordinator or Designee receives confirmation from either entity to confirm the incident is an MUI that may constitute a criminal act, the MUI Coordinator/Designee will contact law enforcement and report the incident or provide direction to the reporting staff to do so.
- Notification to 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.
- Notification to other providers of service to the individual (including residential) when such notification is required to ensure continuity of care and/or to protect the health and welfare of the individual.
- Other necessary measures to protect the health and welfare of at-risk individuals

As soon as practical, but no later than the same day of 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.
- The Service and Support Administrator, unless that person is the primary person involved (PPI), who forms the basis for the reported incident.
- 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. To ensure notification, MUI coordinator or designee shall notify county coroner immediately upon discovery of the death of an individual served.

The provider or county board staff shall immediately, but no later than four hours after discover of the incident, notify MUI Coordinator or designee verbally of the following incidents or allegations:

- Accidental or suspicious death
- Exploitation
- Misappropriation
- Neglect
- Peer-peer to acts
- Physical abuse
- Sexual abuse
- Verbal abuse; and
- When the provider has received an inquiry from the media regarding a major unusual incident

For all other categories, providers shall notify the ACBDD MUI Coordinator or ACBDD On-Call number verbally no later than the same day of becoming aware of the Major Unusual Incident.

For all MUIs, a provider shall submit a written incident report to the ACBDD MUI Coordinator by 3:00 p.m. on the first working day following the day the provider becomes aware of a potential or determined MUI. The report shall be submitted in a format prescribed by the department.

The ACBDD MUI Coordinator/designee shall enter preliminary information regarding the incident on the ITMS and in the manner prescribed by the department by 5:00 p.m. on the first working day following the day the county board receives notification from the provider or otherwise becomes aware of the major unusual incident.

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

If the provider is a developmental center, all reports required by this rule shall be made directly to the department.

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 shall immediately report to the law enforcement entity having jurisdiction of the location where the incident occurred, any allegation of a criminal act. The county board shall ensure the notification has been made.

The department shall immediately report to the Ohio state highway patrol, any allegation of a criminal act occurring at a developmental center. The department shall document the time, date, and name of person notified of the alleged criminal act.

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.

- Guardian or advocate selected by the individual or other person whom the individual has identified
- Service and Support Administrator serving the individual
- Other providers of services as necessary to ensure continuity of care and support for the individual.
- 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 primary person involved, the spouse of the primary person involved, or the significant other of the primary person involved, or when such notification could jeopardize the health and welfare of an individual involved.

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 criminal act, 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.

Investigating Major Unusual Incidents

The ACBDD 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 the department in accordance with rule 5123:2-5-07 of the Administrative Code. Employees of the

department who are designated investigators are considered certified investigative agents for the purpose of this rule.

MUI Coordinator or designee will implement the following process to determine if an unusual incident meets criteria to be a major unusual incident.

- The MUI Coordinator or Designee makes the determination if an incident meets criteria for a MUI if it meets the following criteria:
 - Review the UI thoroughly to assess what is the risk to the individual's health and safety.
 - Gather more information if necessary by contacting and speaking with the individual, provider, supervisor, or Service and Support Administrator.
 - Ask for written statements if necessary. These written statements may be helpful later when making the determination after the information is gathered.
 - 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-IID.
 - Review all information obtained and if unable to make the determination contact either the Mid-East Ohio Regional Council or the DODD MUI Regional Manager, and request assistance with making the determination.
 - Once the UI has been determined it meets criteria for an MUI, notify contract Investigative Agent entity to immediately begin investigation.
 - 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.

Upon determination of an MUI, the Investigative Agent from the contracted entity will complete the MUI Investigation according to the required protocol. The investigative agent has 42 calendar days, or 30 business days, to complete the investigation. The investigative agent is responsible for scheduling interviews, gathering documentation, and other actions necessary to complete the investigation per the requirements mandated by the OAC 5123-17-02.

The Investigative Agent contracted through MEORC shall immediately initiate the investigation within twenty-four (24) hours if the Major Unusual Incident involves any of the following:

- Abuse, neglect, or misappropriation;
- Any injury of an unknown or suspicious origin;
- Suspicious or accidental death;
- The individual cannot be located; or
- 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.

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 investigative agent determines the need for assistance with interviewing an individual. For MUIs that occur in an ICF-IID for individuals with intellectual disabilities, the investigative agent may utilize interviews conducted by the ICF-IID for individuals with intellectual disabilities or conduct their 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 commence an administrative 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 the administrative investigation within a reasonable amount of time based on the initial information received or obtained and consistent with the health and welfare of all at-risk individuals, but no later than twenty-four hours for a major unusual incident in category A or no later than three working days for a major unusual incident in category B or category C.

The department shall conduct the administrative investigation when the major unusual incident includes an allegation is against:

- The superintendent of a county board or developmental center
- The executive director of a regional council of government;
- A management employee who reports directly to the superintendent of the county board, the superintendent of a developmental center, or executive director or equivalent of a regional council of government.
- An investigative agent
- A service and support administrator
- A major unusual incident contact or designee employed by a county board
- A current member of a county board
- A person having any known relationship with any of the persons specified in this policy when such relationship may present a conflict of interest or the appearance of a conflict of interest.
- An employee of a county board or a developmental center when it is alleged that the employee is responsible for an individual's death, has committed sexual abuse, engaged in prohibited sexual activity, or committed physical abuse or neglect resulting in emergency room treatment or hospitalization.

A department-directed administrative investigation or administrative investigation review may be conducted following the receipt of a request from a county board, developmental center, provider, individual, or guardian if the department determines that there is a reasonable basis for the request.

The department may conduct a review or administrative investigation of any major unusual incident or may request that a review or administrative investigation be conducted by another county board, a regional council of governments, or any other governmental entity authorized to conduct an investigation.

If the provider is an ICF-IID, the ICF-IID shall investigate all Major Unusual Incidents involving individuals receiving services from the ICF-IID. This investigation shall be conducted in accordance with all applicable Federal Regulations, including 42 C.F.R. 483.420.

If the Major Unusual Incident involves an individual residing in an ICF-IID, 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-IID to investigate reports of abuse and neglect as required by Federal Regulations.

An ICF-IID, 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 5123-17-02. If the report is in compliance the MUI Coordinator accepts the report and will forward a copy of the ICF-IID's MUI report/summary to the investigative agent. For all other MUIs the MUI Coordinator will request the investigative agent complete an investigation implementing the required "Protocol" as required by the OAC 5123-17-02.

An ICF-IID is required to conduct an investigation regardless of where an incident involving an individual of the ICF-IID occurs. If the MUI involves an individual who resides in an ICF-IID, including a developmental center, and the incident occurs at a program operated by a county board, it is the responsibility of the ICF-IID 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-IID 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-IID 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.

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 ITMS 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.

Major Unusual Incident Written Summaries

No later than five working days following the county board's recommendation for closure via the incident tracking system, the county board, developmental center, or department shall provide a

written summary of the administrative investigation of category A or category B major unusual incidents, 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 major unusual incident to:

- The individual, individual's guardian, or other person whom the individual has identified, as applicable; in the case of a peer-to-peer act, both individuals, individuals' guardians, or other persons whom the individuals have identified, as applicable, shall receive the written summary;
- The licensed or certified provider and provider at the time of the major unusual incident; and,
- The individual's service and support administrator or support broker, as applicable.
- In the case of an individual's death, the written summary shall be provided to the individual's family upon request.
- The written summary shall not be provided to the PPI, the PPI's spouse, or the PPI's significant other.
- When the primary person involved is a developmental disabilities employee or a guardian, ACBDD shall, no later than five working days following the recommended closure of a case, make a reasonable attempt to provide written notice to the primary person involved as to whether the major unusual incident has been substantiated, unsubstantiated/insufficient evidence, or unsubstantiated/unfounded.
- If a service and support administrator is not assigned, a county board designee shall be responsible for ensuring the preventive measures are implemented based upon the written summary.
- The county board MUI coordinator or designee is responsible for communicating with the ICF-IID's administration or designee to ensure preventive plans have been completed and implemented.

Dispute of Major Unusual Incident Investigation Findings

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.

Review and Prevention of Major Unusual Incidents

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.

Members of an individual's team shall ensure that risks associated with major unusual incidents are addressed in the individual plan or individual service plan of each individual affected and collaborate on the development of preventive measures to address the causes and contributing factors to the major unusual incident. The team members shall jointly determine what constitutes reasonable steps necessary to prevent the recurrence of major unusual incidents. If there is no service and support administrator, team, qualified intellectual disability professional, or agency provider involved with the individual, a county board designee shall ensure that preventive measures as are reasonably possible are fully implemented.

Each SSA will send the MUI Coordinator a written prevention plan per the UI/MUI rule for an MUI involving an individual on their 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.

The department 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.

The department shall determine when to close the following cases:

- Accidental or suspicious death;
- Death other than accidental or suspicious death;
- Exploitation;
- Medical emergency;
- Misappropriation;
- Neglect;
- Peer-to-peer act;
- Physical abuse;
- Prohibited sexual relations;
- Sexual abuse;
- Significant injury when cause is unknown;
- Verbal abuse;
- Any major unusual incident that is the subject of a director's alert; and
- Any major unusual incident investigated by the department.

The county board shall review and close reports regarding all incidents listed below:

- Attempted suicide;
- Failure to report;
- Law enforcement;
- Missing individual;
- Rights code violation;
- Significant injury when cause is known;
- Unanticipated hospitalization; and

- Unapproved behavioral support.

When determining that a case should be closed, the department and the county board shall consider the following criteria:

- Whether all reasonable measures have been taken to ensure the health and welfare of the individual.
- Whether a thorough investigation of the incident has been conducted;
- Whether the incident is part of a pattern or trend requiring some additional action;
- Whether appropriate measures have been implemented or rules have been satisfied;
- Whether all requirements set forth in statute or rule have been satisfied;
- 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.

The ACBDD initiates action to address reoccurrence of MUI'S by implementing the following procedures.

- A prevention plan is developed based upon the individual's needs and input from the individual and guardian as applicable.
- 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.
- The team consists of different employees from various agencies involved with the individual and is not limited to any certain agency or individual.
- The MUI Coordinator/Designee will submit the Prevention Plan and recommend closure to the IncidentTracking and Monitoring System at the DODD.

Analyzing Major Unusual Incidents to Identify Patterns and Trends

By January 31st of each year, a provider shall conduct an in-depth review and analysis of trends and patterns of major unusual incidents occurring during the preceding calendar year and compile an annual report which contains:

- a. Date of review;
- b. Name of person completing review;
- c. Time period of review;
- d. Comparison of data for previous three years;
- e. Explanation of data;
- f. Data for review by major unusual incident category type;
- g. Specific individuals involved in established trends and patterns (i.e., five major unusual incidents of any kind within six months, ten major unusual incidents of any kind within a year, or other patterns identified by the individual's team);
- h. Specific trends by residence, region, or program;
- i. Previously identified trends and patterns; and

- j. Action plans and preventive measures implemented to address noted trends and patterns.

A provider other than a county board shall send the annual report to the county board for all programs operated in the county by February 28th of each year. The county board shall review the annual report to ensure that all issues have been reasonably addressed to prevent recurrence of major unusual incidents. The county board shall keep the annual report on file and make it available to the department upon request.

A county board that provides specialized services shall send the annual report to the department for all programs operated by the county board by February 28th of each year. The department shall review the annual report to ensure that all issues have been reasonably addressed to prevent recurrence of major unusual incidents.

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.

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.

The committee shall meet annually to review and analyze data for the preceding year. ACBDD shall send the aggregate data prepared for the meeting to all participants at least ten calendar days in advance of the meeting.

ACBDD 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.

The department shall ensure follow-up actions identified by the committee have been implemented.

Unusual Incidents Requirements

Required reporting

The ACBDD requires any unusual incident involving an individual be both documented and reported. Documentation must be on a form that includes all of the required information listed in A (9) and all pertinent sections must be thoroughly completed. Unusual incidents shall be defined as 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 incidents include, but are 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; rights code violations or unapproved behavioral supports without a likely risk to health and welfare; emergency room or urgent care treatment center visits; and program implementation incidents.

The ACBDD 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, email or in-person the same day the UI is discovered and/or they can call the county board SSA and report the incident by phone.

The Athens County Board of DD requires that any unusual incident occurring in a program operated by the county board be investigated and immediate steps taken to ensure the health and safety of individuals. Staff within the applicable division of ACBDD shall be responsible for this investigation. The following components are required for each unusual incident:

- an investigation to identify and document relevant facts about the incident
- the identification of causes and contributing factors
- development of preventive measures to protect the health and welfare of any at-risk individual

The agency provider and county board as a provider shall ensure that all staff are trained and knowledgeable regarding the policy and procedure.

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, guardian, or other person whom the individual has identified, as applicable, at the individual's residence.

The provider providing services when the unusual incident occurs shall notify other providers of services as necessary to ensure continuity of care and support for the individual.

Each agency provider and independent provider shall maintain a log of all unusual incidents. The log shall include, but is not limited to, the name of the individual, a brief description of the unusual incident, any injuries, time, date, location, cause and contributing factors, and preventive measures.

Members of an individual's team shall ensure that risks associated with unusual incidents are addressed in the individual plan or individual service plan of each individual affected.

A provider, upon request by the department or a county board, shall provide any and all information and documentation regarding an unusual incident and investigation of the unusual incident.

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.

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.

Oversight

The county board shall review, on a quarterly basis, a representative sample of provider logs, individual provider unusual incident logs, including 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.

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.

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.

Access to Records

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.

The county board or the department 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. The provider shall redact any confidential information contained in a record before copies are provided to the county board or the department. A provider shall make all other records available upon request by a county board or the department. A provider shall provide confidential information, including the date of birth and social security number, when requested by the department as part of the abuser registry process in accordance with rule 5123:2-17-03 of the Administrative Code.

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.

Training and Technical Assistance

Agency providers and county boards shall ensure staff employed in direct services positions are trained on the requirements of this rule prior to direct contact with any individual. Thereafter, staff employed in direct services positions shall receive annual training on the requirements of this rule including a review of health and welfare alerts issued by the department since the previous year's training.

Agency providers and county boards shall ensure staff employed in positions other than direct services positions are trained on the requirements of this rule no later than ninety calendar days from date of hire. Thereafter, staff employed in positions other than direct services positions shall receive annual training on the requirements of this rule including a review of health and welfare alerts issued by the department since the previous year's training.

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.

Exhibit 3

ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Board Meeting Minutes
Tuesday, April 4, 2023 – 6:00 P.M.
Beacon School – 801 W. Union Street

The Mission of the Athens County Board of Developmental Disabilities is to serve our community with compassion, innovation, and transparency

DRAFT UNTIL BOARD APPROVED

1. Margaret Demko, Board President, called the meeting to order at 6:04 p.m.
2. Arian Smedley did roll call.

ALLEN	Present
BOND	Present
CONNER	Absent
DEMKO	Present
JOLLEY	Present
LEWIS	Absent (arrived by 6:15 p.m.)
OCHES	Present

Staff / Others in Attendance:

Dr. Kevin Davis	Superintendent
Arian Smedley	Assistant Superintendent
Scott Zielinski	Director of Finance
Gwen Brooks	Director of Human Resources
Tristin Lawrence	Director of Services & Support
Chris Linscott	Director of Facilities & Transportation
Stephanie Kendrick	MUI Coordinator
Becky Martin	Director of Education
Angela Carter	Director of Employment Options
Autumn Brown	Director of Integrate Athens
Doug Mitchell	Transition Coordinator
Jerry Swackhamer	SSA, PGO
Kendall Berry	Speech Therapist, ABEA
Crestlyn Chaney	Instructor Assistant, ABEA

3. Oches read the Mission Statement.
4. Jolley motioned to approve the agenda.

MOTION#: 4-4-23-1

Exhibit 3

MOTION: JOLLEY
SECOND: OCHES
AYES: ALLEN, BOND, DEMKO, JOLLEY, OCHES
CARRIES: YES

5. New Business:

Items for review and discussion:

- a. Demko asked everyone in the audience for introductions.
- b. Doug Mitchell, Transition Coordinator, ran through a presentation on the ACBDD's Transition Services.
- c. Dr. Davis provided a budget update for the board. He walked the members through an updated 10-year cost projection. He described it as a very lean budget. He also shared this is the first time DODD will publish publically the cost projections from every county board of DD.

While the forecast is required by law, it is something we'd do regardless, because it serves as a roadmap for the agency. We have little control over some costs. But he noted some of the local efforts (Healthy Futures Workgroup, insurance changes, etc.) have made a positive impact on the financial forecast. Even still, the agency still faces financial concerns in the near future. Dr. Davis focused the review on the projected revenue and projected expenses.

Over the past few years, he reminded the board years 2023, 2024, and 2025 would be the years of most financial concern. The most recent cost projection tool still shows this to be true – the agency begins deficit spending in 2025. Deficit spending means dipping into the agency's reserves. He added that this will be further complicated by the fact that there is another push at the state level for additional rate increases for direct support professionals. The current cost projection tool does not account for that, as those discussions are ongoing.

There was discussion about what costs increases we are seeing. Those include waiver match, supported living, and the DSP retention payment program. There also was discussion about the next levy cycle and the options to consider. There was also discussion about the anticipated number of waivers in a given year. There was additional discussion about the implications of another increase statewide.

Dr. Davis reminded the board there will come a day when difficult conversations will need to be had about how best to use local dollars, given our obligations to meet waiver match and other costs.

Exhibit 3

- d. Dr. Davis provided the board with a roof update. He shared the bid has been publicized. The pre-bid meeting is April 12. The estimated cost is \$600,000. While it is very expensive, it is also very needed. Bids open April 25. If all goes according to plan, the work will begin this summer.
- e. Dr. Davis provided an update on the Emerging Leaders Program (Exhibit 1, Pages 1-3). He highlighted the fact that nearly half (or more) of the management team may be retiring in the next two-to-eight years. To best prepare, we created this program. He shared it was good to see representation from the current management team, the SSA department, and a union. He walked the board through the exhibit, which spelled out some of the topics to be discussed and other details.
- f. Dr. Jolley motioned to approve new Administrative Policy 24a. Procurement (Exhibit 2, Pages 4-7).

MOTION#: 4-4-23-2
MOTION: JOLLEY
SECOND: LEWIS
AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES
CARRIES: YES

- g. Board members discussed future meetings/trainings:
- Next board training: Tuesday, April 25, 5 p.m.
 - Next regular meeting: Tuesday, April 25, 6:00 p.m.

Motions for vote:

- a. Dr. Jolley motioned to approve February 2023 Board Meeting Minutes (Exhibit 3, Pages 8-11).

MOTION#: 4-4-23-3
MOTION: JOLLEY
SECOND: ALLEN
AYES: ALLEN, DEMKO, JOLLEY, LEWIS, OCHES
ABSTAIN: BOND
CARRIES: YES

- b. Oches motioned to approve March 2023 Special Board Meeting Minutes (Exhibit 4, Pages 12-13).

MOTION#: 4-4-23-4
MOTION: OCHES
SECOND: LEWIS
AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES

Exhibit 3

CARRIES: YES

- c. Dr. Allen motioned to approve proposal for student teacher stipends (Exhibit 5, Pages 14-15).

MOTION#: 4-4-23-5

MOTION: ALLEN

SECOND: OCHES

AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES

CARRIES: YES

- d. Dr. Lewis motioned to approve administration to take all necessary steps (including enter into an agreement with Ohio University, hire staff, etc.) in order to plan for a 2023 Summer Camp in partnership with Kids on Campus.

MOTION#: 4-4-23-6

MOTION: LEWIS

SECOND: ALLEN

AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES

CARRIES: YES

- e. Oches motioned to approve Service & Support Administration Phone System Proposal (Exhibit 6, Pages 16-17).

MOTION#: 4-4-23-7

MOTION: OCHES

SECOND: LEWIS

AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES

CARRIES: YES

6. Board Reports:

- a. Superintendent, Dr. Kevin Davis (Exhibit 7, Pages 18-61).
Report stands. He highlighted the recently published ACBDD Special Edition.
- b. Director of Finance, Scott Zielinski (Exhibit 8, Pages 62-68).
Report stands. He highlighted the recent purchase of smartboards and new AED units.
- c. Director of Human Resources, Gwen Brooks (Exhibit 9, Pages 69-71).
Report stands. She highlighted recent hire: Tracy Clem, new custodian. She added we are still looking for a new driver.
- d. Director of Facilities and Transportation, Chris Linscott (Exhibit 10, Page 72-73).

Exhibit 3

Report stands. He highlighted his recent hire, as well, and added he's hopeful the roof project will be able to move forward next month.

- e. MUI Coordinator, Stephanie Kendrick (Exhibit 11, Page 74).
Report stands. She highlighted that Angela Carter, Employment Options Director, is now serving as the agency's back-up MUI Coordinator when Kendrick is out of the office.
 - f. Director of Service and Support, Tristin Lawrence (Exhibit 12, Pages 75-77).
Report stands. She highlighted the success being seen in two individuals who are residing the agency's respite home. After working through a very challenging, unfortunate and difficult situation involving these two, they are healthy and thriving now in the respite home, which will serve as their temporary home while the team looks for permanent housing.
 - g. Director of Education, Becky Martin (Exhibit 13, Pages 78-79).
Report stands. She highlighted the school's increase integration efforts. Morrison-Gordon preschool students visit for gym time with Beacon's preschool students. Two special education classrooms from M-G also visit for swim time. A future collaboration with the school may involve their garden.
 - h. Director of Employment Options, Angela Carter (Exhibit 14, Page 80).
Report stands. She highlighted Job Club, which has now expanded into other schools. Beacon's Job Club is now incorporating the mock store. Lastly, Job Club students at Beacon will run a new coffee cart, where coffee and snacks will be sold.
 - i. Director of Integrate Athens, Autumn Brown (Exhibit 15, Pages 81-84).
Report stands. She highlighted the successful conclusion of DD Awareness Month. A new piece of the month's activities included an Advocacy Day at Beacon School, which was designed to teach the basics of self-advocacy.
 - j. Assistant Superintendent, Arian Smedley (Exhibit 16, Pages 85-89).
Report stand. For Early Intervention, she highlighted the soon-to-be developed Developmental Play Group that will be run by Jodi Mitchell, Developmental Specialist. This will be for specific youth who would benefit from social interactions with peers. For Transition, she highlighted the revised Teen Time, which generated the highlighted the highest RSVPs and had representation from Athens City Schools, Beacon School, and Trimble Local Schools.
- 7. No comments from Visitors relative to the agenda.
 - 8. Regarding comments from Unions relative to the agenda, Kendall Berry shared she is a proud union president for the things each program is doing.
 - 9. No comments from the Board.

Exhibit 3

10. Oches motioned to enter into Executive Session per ORC 121.22 (G)(1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee at 7:10 p.m.

MOTION#: 4-4-23-7
MOTION: OCHES
SECOND: JOLLEY
AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES
CARRIES: YES

11. Dr. Jolley motioned to return from Executive Session at 8:36 p.m.

MOTION#: 4-4-23-8
MOTION: JOLLEY
SECOND: OCHES
AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES
CARRIES: YES

12. Bond motioned to adjourn at 8:37 p.m.

MOTION#: 4-4-23-9
MOTION: BOND
SECOND: OCHES
AYES: ALLEN, BOND, DEMKO, JOLLEY, LEWIS, OCHES
CARRIES: YES

**AMENDMENT NO. 4 TO
FOOD SERVICES MANAGEMENT AGREEMENT**

THIS AMENDMENT NO. 4 is made effective as of July 1, 2023, by and between **ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES** ("SFA") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company ("FSMC") each or both of which may be referred to as "Party" or "Parties" respectively.

WITNESSETH:

WHEREAS, SFA and FSMC entered into a Food Services Management Agreement with an effective date of July 1, 2019 for a period of one year (the "Agreement", as amended) and;

WHEREAS, SFA and FSMC desire to amend and extend the Agreement for the 2023-2024 school year.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term**. Pursuant to the Agreement, the Parties agree to renew the Contract Term for an additional one year period beginning July 1, 2023 and ending on June 30, 2024.

2. **Charges**. Pursuant to the Agreement, the administrative and management fees are hereby increased. The fees for the 2023-2024 term are as follows:

General and Administrative Fee: \$7,562.94 per school year.

Management Fee: \$19,271.63 maximum per school year.

3. **Equivalency Factor**. The equivalency factor used to determine the number of meal equivalents served by the SFA shall be \$3.665.

4. **Agreement to Remain in Effect**. In all other respects, the Agreement between the parties shall remain in full force and effect. This Amendment shall be attached to, and become part of, such Agreement.

[Signature page follows.]

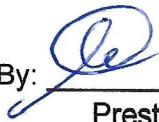
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed by their duly authorized representatives.

**ATHENS COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES**

By: _____

Director of Finance & Operations

ARAMARK EDUCATIONAL SERVICES, LLC

By:  _____

Preston Davis
Vice President

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Aramark Educational Services, LLC
Name of Food Service Management Company

Athens County BDD
Name of School Food Authority

- A. By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed to the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not submit a proposal for the purpose of restricting competition.
- B. Each person signing this proposal on behalf of the Proposer certifies that:
1. He or she is the person in the Proposer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Proposer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposal on any public contract, except as follows:

Preston Davis 
Signature of Food Service Management Company's
Authorized Representative

Vice President 3/23/23
Title Date

In accepting this proposal, SFA certifies that no representative of SFA has taken any action that may have jeopardized the independence of the proposal referred above.

Signature of School Food Authority's
Authorized Representative

Title Date

NOTE: Accepting a proposal does not constitute award of the contract.

LOBBYING CERTIFICATION

<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds</p>
--

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aramark Educational Services, LLC

2400 Market Street

Philadelphia, PA 19103

Name/Address of Organization

Preston Davis / Vice President

Name/Title of Submitting Official



Signature

3/23/23

Date

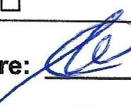
DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Proposal/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number: (if known)	9. Award Amount: (if known)	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)	10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)	
Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
11. Form of payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____		
13. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
14. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
15. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	Signature:  Print Name: Preston Davis Title: Vice President Telephone Number: 215-238-3000 Date: 3/23/23	
Federal Use Only Authorized for Local Reproduction		

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS

	The following indicate problem areas that have been identified in some SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Mark an (X) in each block that indicates no such provisions are in your document(s), unless specified below.													
X	1.	NO Cost Plus a Percentage of Cost/Income – cost plus a percentage of cost/income to FSMC, however represented.												
X	2.	NO Duplicate Fees – fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.												
X	3.	NO Purchasing Restrictions – if SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors.												
X	4.	NO Improper Acceleration Clause – provisions (multi-year) that require full payment (e.g. program equipment purchases) if the contract is not renegotiated.												
.	5.	NO Interest Payments – interest payments to the contractor, however represented, including interest payments for equipment purchases.												
X	6.	NO Contingent Guaranteed Return – “guaranteed return” provisions unless the “return” remains in the nonprofit food service account. “Returns” cannot be contingent upon multi-year contract duration.												
X	7.	NO Delegation of SFA Responsibilities – FSMC responsibility for any of the functions that must be retained by SFA (signature authority on the Permanent Agreement and claims, etc.)												
X	8.	NO Automatic Renewal – provisions which automatically renew the contract.												
X	9.	NO Subcontracted Processing – contract document language that permits FSMC to subcontract USDA Foods for further processing.												
	For the item(s) above not checked (X), indicated item number(s) with corresponding page number(s) of document(s) where provision(s) appears. <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">Item Number(s)</td> <td style="width: 65%;">Page Number(s)</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>		Item Number(s)	Page Number(s)	_____	_____	_____	_____	_____	_____				
Item Number(s)	Page Number(s)													
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	I, the undersigned, hereby confirm that the above language is not included in the contract documents with named FSMC. <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">SFA reviewer:</td> <td style="width: 35%; border-bottom: 1px solid black;"></td> <td style="width: 35%; border-bottom: 1px solid black;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date</td> </tr> <tr> <td>FSMC reviewer:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">3/22/23</td> </tr> <tr> <td></td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date</td> </tr> </table>		SFA reviewer:				Signature	Date	FSMC reviewer:		3/22/23		Signature	Date
SFA reviewer:														
	Signature	Date												
FSMC reviewer:		3/22/23												
	Signature	Date												



PROVIDER AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made this ____ day of _____, 2023, between Athens County Board of Developmental Disability 801 West Union Street, Athens, OH 45701, hereinafter referred to as “ACBDD” and Hopewell Health Services, of 90 Hospital Drive, Athens, OH 45701, hereinafter referred to as the “PROVIDER”.

The PROVIDER is duly licensed to practice in the State of Ohio and desires to render professional services for ACBDD as promised herein.

THEREFORE, ACBDD hereby engages the services of the PROVIDER, and in consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE

The purpose of this agreement is to offer the staff of the ACBDD and the students of Beacon School trauma-informed psychological first aid in the event of an emergency. To be most effective, mental health consultation services will be expected to start within 24 hours of the ACBDD’s request with additional onsite support by mental health professionals available as needed at a time to be determined by ACBDD administration & PROVIDER.

TERM

This agreement shall be for a period of one (1) year, commencing on the ____ day of _____, 2023 and expiring on the ____ day of _____ 2023, but also may be terminated by either party by giving (30) days written notice to the other party. However, in the event of default by the PROVIDER, the ACBDD may terminate this contract immediately upon delivery of written notice to the last known address of the PROVIDER.

The following event shall constitute default by the PROVIDER:

- a. Non-performance by PROVIDER of any term, covenants, performance standards, or conditions of this contract.
- b. Any affirmative act of insolvency by PROVIDER or the filing by PROVIDER of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The PROVIDER shall take the necessary actions to ensure all personnel who are assigned to perform services under this agreement complete and pass a background check, as per ORC 5123:2-2-01, and shall provide proof of such compliance prior to any performance of service hereunder.

CIVIL RIGHTS

Acceptance of this contract of authorization is evidence of the PROVIDER's intent to comply with Title VI and VII of the 1964 Civil Rights Act and Section 504 of Rehabilitation Act which prohibits discrimination because of RACE, COLOR, NATIONAL ORIGIN, HANDICAP, (AGE, SEX and/or RELIGION where applicable) in any facet of the PROVIDER's operation except where such discrimination is bona fide, documented business of necessity.

RELATIONSHIP OF PARTIES

The PROVIDER shall for all purposes be treated as an independent contractor of ACBDD and not as an employee, agency or servant. Nothing in this Agreement shall be construed to make the PROVIDER an employee, agent or servant of ACBDD. Clinicians engaged by the PROVIDER shall at all times act and perform as employees or independent contractors of the PROVIDER. ACBDD has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with the PROVIDER and its employee or independent contractor.

OBLIGATIONS AND RESPONSIBILITIES OF THE PROVIDER

The PROVIDER will provide the services listed above for the ACBDD.

PROVIDER agrees that the services shall be performed in accordance with all relevant federal and state laws, as well as all relevant ethical codes for assigned staff.

PROVIDER agrees that services will be delivered by staff who are appropriately licensed and credentialed in Ohio to provide the services they have been assigned to deliver.

The PROVIDER will provide professional liability insurance and will be exempt from the ACBDD's professional liability coverage.

PROVIDER agrees that all information and records obtained in the course of providing services to the ACBDD shall be managed in accordance with confidentiality and disclosure provisions of applicable Federal and State statutes and regulations.

The services will be available on the premises of ACBDD. Services will be performed without discrimination on the basis of age, sex, race, color, religion, disability, or national origin.

OBLIGATIONS AND RESPONSIBILITIES OF THE ACBDD

ACBDD agrees to reimburse PROVIDER at a rate detailed below.

ACBDD agrees to provide adequate space for services to be rendered.

FEE

For services to be rendered under this agreement, the PROVIDER shall be entitled to a rate per emergency response of:

- \$500.00 for mental health consultation with board administration to assess staff and student needs, connect to available resources and determine level of need.
- Additional \$500.00 per day of onsite support by mental health professionals

The PROVIDER shall submit an itemized bill for services to the business office on a quarterly basis. This contract shall not exceed the amount of \$5,000 (Five Thousand Dollars) without prior approval from the ACBDD.

INDEMNIFICATION

PROVIDER, its successors and assignees, will at all times indemnify and hold harmless ACBDD, its officers and members, employees, agents, and representatives, from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities, and expenses whatsoever, which they shall or may at any time sustain or incur or become liable for, by reason or in consequence of, any actions or omissions of PROVIDER violating any agreements or contracts which PROVIDER may have entered into with ACBDD or of any actions or omissions of PROVIDER for which PROVIDER would otherwise be held liable under the provisions of federal or state law or regulations. PROVIDER specifically does not indemnify or hold ACBDD harmless for actions or omissions of the ACBDD staff or faculty or others not caused by or the fault or liability of PROVIDER, or for which PROVIDER would not be held liable under the provision of federal or state law or regulations. If both PROVIDER and ACBDD are found to be at fault or subject to liability regarding any acts or omissions of PROVIDER or ACBDD, each party shall be responsible for the costs and expenses of such liability to the extent, and in proportion to, the percentage assignment or imposition of liability upon each party by court of law, a governmental entity, or by engagement.

SOLICITATION

The PROVIDER warrants that it has not employed or retained any company or person, other than a bona-fide employee, working solely for the PROVIDER, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person other than bona-fide employees working solely for the PROVIDER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, ACBDD has the right to annul this agreement without liability.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be transferable by the PROVIDER to which ACBDD has consented, the assignee legal representative shall agree in writing with ACBDD to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representative, successors, and assigns of the respective parties.

GOVERNING LAW

The laws of the State of Ohio hereunder, shall govern the validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties.

AMENDMENT

This agreement may be amended only by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Also, in the event ACBDD consents to or waives the breach or any provisions or covenant of this agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. ACBDD shall not be stopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision.

TERMINATION

Either party may terminate this contract for any cause by giving written notice by regular United States Mail thirty days prior to the said termination date. In the event either party terminates this contract, all obligation, covenants, agreements, provisions, terms, and conditions of said contract are null and void.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

The Board and the PROVIDER agree to uphold the standards as defined in the Business Associate Agreement (Attachment A), set forth in the HIPAA of 1996, 42 USC 1320 – 1320d-8 and regulation(s) promulgated thereafter as may be amended.

PRIVACY COMPLIANCE

The PROVIDER is compliant with the privacy and security provisions of the Health Insurance Portability and Accountability Act (HIPAA).

All of the above services will comply with the standards set forth for psychological evaluation services.

Hopewell Health Services

Date _____

Kevin Davis, Superintendent
Athens County Board of DD

Date _____

Exhibit 5

Approved as to form:

Keller J. Blackburn
Athens County Prosecuting Attorney

Date _____

ARTS/West*: Athens Community Gateway to the Arts: City of Athens, Ohio*Rental Agreement and Contract**

All reservations must be made through this agreement and must be accompanied by the appropriate deposit and fees. Application for rentals should be made at the main office of the *ARTS/West* 132 West State Street.

Please review all of the terms and policies before signing the rental agreement. By signing the contract, the applicant acknowledges that the Renter is responsible for adhering to all rules and regulations.

Violation of any of the policies could result in forfeiture of the deposit or fees, cancellation of the rental period, and/or denial of further use of the facility.

Group/Company Name: ATCO IDOL Date: March 27, 2023

Contact: Autumn Brown

Phone: (740) 541-9600

Address: 9033 Lavelle Rd, Athens, OH 45701

Email: <abrown@athenscbdd.org>

Date(s) of Rental

Sunday, June 25th

5:00 p.m. to 9:00 p.m.

Performance Space (Main Level)**Terms of Agreement**

The City of Athens agrees to rent the designated spaces in *ARTS/West*, located at 132 West State Street, Athens Ohio, to **ATCO IDOL** (hereinafter referred to as “Renter”) for the purpose of an event. The term covered by this agreement is seen above dates and times. All set-up and clean-up must be completed within this time. Failing to vacate the facility at the designated time will incur an additional charge of \$40 per hour. (An hour equals any portion of an hour). Note: Terms of the contract continue to apply if additional time is added before, after, or within dates of the rental period [i.e. make-up dates for canceled classes. In such cases, an invoice will reflect any adjustments to rental fees due.

2. Fees, Deposits, and Cancellation Policy

The hourly rate for the Main Performance Space rental is \$50.00 an hour. A rental fee down payment in the amount of \$100.00 is due at signing. Checks for the deposit and rental fees should be made separately and be made to ‘The City of Athens - *ARTS/West*. Guarantees and/or payments are non-refundable if the event is canceled.

Price of Rental

Space usage fee: \$ 200.00

Deposit: \$100.00

Total Due(after Deposit):\$100.00

due day of rental

3. Staff

A staff-certified City of Athens employee must remain in the performance space whenever *ARTS/West* lighting or sound equipment is used. The City of Athens employees is the only ones authorized to use/program the technical equipment in the performance space. Any non-staff use of lighting, audio, or video equipment is prohibited and may result in the City's immediate cancellation of this Agreement and the ejection of the Renter from the performance space.

4. Restrictions

All move-in and move-out activities must occur within scheduled times unless prior arrangements have been made. There is no permanent or long-term storage available.

No equipment may be tied into the *ARTS/West* systems without prior approval of the Program Specialist

No items can be stored overnight in the facility. Any storage of items needs to be approved by the staff at the signing of the contract. Any items left without the knowledge of the staff will become the property of the building and the *City of Athens*.

Nails and screws are prohibited on the stage floor. Additionally, all risers, tables, and other scenery items must have non-abrasive feet.

ARTS/West is a smoke-free facility. Tobacco products are only permitted in outdoor areas.

Permission to serve alcohol must be in accordance with the **Athens Ohio Ordinance 0-79-07** *An Ordinance To Allow Alcohol For Special Events On Premises At The Arts/West Facility. Adopted 7/16/07.*

The consumption of alcoholic beverages will only be permitted in accordance with all State and National Laws and the City of Athens Ordinance listed above.

Nothing may be attached in any way to any walls, windows, doors, fixtures, or furnishings without prior written permission of the Program Specialist.

The Renter is prohibited from using the City of Athens' name and logo in any written or printed advertisement or publication without having first obtained written consent and approval of the Program Specialist

5. Insurance

Rental groups may be required to obtain appropriate insurance. The rental group will be asked to provide proof of liability insurance that satisfies the city's rental requirements and the City's Law Director's office.

6. Additional Terms and Agreements

It is understood that the Renter will be responsible for thoroughly cleaning the rented facility after each use.

Renter agrees to provide ARTS/West members with a 20% discount on all ticket sales per the membership discount guidelines.

It is understood that the Renter shall comply with all laws, ordinances, and regulations applicable to its use of the facility. It is further understood that the Renter is responsible for any theft of or damage caused to the performance space, its facilities, and its equipment by the Renter's agents, guests, or customers. The City of Athens, *ARTS/West*, and their employees shall not be held accountable for any items that are lost or stolen at the facility from the Rental groups or companies providing services for the Rental party.

To the fullest extent of the law, the undersigned Renter and his/her organization agree to indemnify, defend and hold the City of Athens (Ohio), its respective officers, agents, employees, elected officials, and volunteers harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of bodily injury, sickness, or disease (including death resulting at any time therefrom) which may be sustained; or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Renter, the Organization, or anyone acting in its behalf in connection with or incident to the rental period and event contracted here, and the Renter and Organization shall at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced there under. And the Renter and Organization shall pay any and all judgments which may be recovered in any suit, action, or proceeding, and any and all expenses, including but not limited to, costs, attorney's fees, and settlement expenses that may be incurred therein.

By signing below, the Renter acknowledges that he/she has read the above policies and is responsible for ensuring that all guests adhere to the policies. The Renter also agrees to be on-site for the duration of the rental period and agrees to provide payment for the use of the facility with the signed contract. The designated Renter MUST be 18 years of age or older.

The foregoing terms and conditions are the complete and exclusive expressions of the Agreement between the parties, superseding any prior agreements, written or oral, relating to the subject matter of this Agreement.

ARTS/West

Name Carter Rice

Signature(s): _____

Title: Arts West Program Coordinator

Phone: 740-592-4315 ext 1937

Date _____

Renter

Name: Autumn Brown

Signature(s): _____

Title: _____

Date _____



Administration

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

April Board Report

Kevin Davis, Superintendent

- Leadership Meetings – Various leadership meetings were held during the month of April. Topics of interest to all managers were discussed including; updates on critical issues, preparation for events, sharing of common concerns, trainings, and board planning. Since it was a short month, we only had one meeting – it was held on April 11th.
- We continue to have regular (once a week or once every two weeks) individual meetings with all managers to ensure that everyone feels supported and that they have what they need to be successful.
- On Monday, April 3rd, we held an “accreditation” planning meeting to help prepare for our “mock” accreditation event in April, and then our actual accreditation event in October 2023.
- On April 18th and 24th, we held our mock accreditation survey with MEORC.
- On Friday, April 14th – I attended the Superintendent Executive Meeting (by Zoom). Topics of note were DSP and waiver rates.
- On Monday, April 10th, I attended a Region V superintendent meeting to discuss waiver rates and the impact of potential rate increases on our area.
- On April 17th, we met with Children’s Services to discuss areas of mutual concern – including the possibility of having a School Outreach Coordinator from Children’s Services at Beacon to support students.



Administration & MUI
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Athens, Ohio 45701
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Fax: (740) 593-3189



ATCO Legacy Fund
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Athens, Ohio 45701
Phone: (740) 594-3539
Fax: (740) 593-3189



Beacon School
801 W. Union Street
Athens, Ohio 45701
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F.A.N.s Program
9033 Lavelle Road
Athens, Ohio 45701
Phone: (740) 594-3539
Fax: (740) 593-3189



Integrate Athens
9033 Lavelle Road
Athens, Ohio 45701
Phone: (740) 594-3539
Fax: (740) 593-3189



Employment Options & PersonnelPlus
The Market on State
1002 E. State St., Suite 4
Athens, Ohio 45701
Phone: (740) 592-3416
Fax: (740) 593-8236



Service & Support
Athens County Board of DD
8 Harper Street
The Plains, Ohio 45780
Phone: (740) 592-6006
Fax: (740) 594-5048



Transportation & Facilities
9033 Lavelle Road
Athens, Ohio 45701
Phone: (740) 594-7489
Fax: (740) 594-5048

Exhibit 7

- On April 19th, we had our first session of the Emerging Leaders program. Topics included: expectations for the course, what is “public value” and how do we as leaders create it, and the importance of strategic planning.
- On April 21, I traveled to Licking County to attend the MEORC Directors Board meeting.
- On March 30th, Arian and I were invited to spend some time in Beth Maccomb’s Preschool 2 class and help the students make some art projects.
- We had staff participate in a number of community outreach events this month – April 12, Job Fair; April 15, KidFest; April 20, Athens County Social Services Resource Fair.
- Attached are local articles that either mention or relate to the ACBDD.



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https://www.sjnm360.com/acbdd/just-keep-swimming-ou-college-student-opens-safe-swim-program-for-children-with-disabilities/article_f3c0070a-baea-11ed-8570-abb76310adf3.html

FEATURED

Just keep swimming: OU college student opens safe swim program for children with disabilities.

By August Steinmetz 360 Journalist
Mar 20, 2023

1 of 6



Photo by Colt McManis.

ATHENS – In the summer, swarms of children parade the streets as they walk to and from the swimming pool. Sunburnt and happy days full of water-filled fun blanket their developing minds. But unfortunately, not everyone can enjoy that experience.

Gianna Petrella and her team of volunteers and swim instructors aim to change that.

At 16 years old, Petrella created a program now called Safe Swim for All (SSFA). SSFA teaches individuals with disabilities between the ages of 2-18 how to swim safely. These lessons include skills such as entering and exiting a pool with assistance from an adult, keeping their mouths out of the water or blowing bubbles and holding onto the wall for safety. Anyone within the program is also taught how to float on their backs, move their arms and legs to swim correctly and ensure they are safe in the water. In Athens, the program operates out of Beacon School at 801 W. Union St.

“The Athens community has been super excited about this program and nothing but welcoming,” said Petrella.

As a college student in Athens, Petrella studies Communication Science and Disorders, which has a graduate program dedicated to speech pathology and audiology. She chose speech pathology because her mom is a teacher of the visually impaired in Pittsburgh.

“I have a special interest in working with individuals that are nonverbal. They might use AAC and iPads or pictures. That’s my area of interest,” said Petrella.

With her lifetime of experience working with individuals with disabilities, Petrella’s opportunity to start the program in Athens came about through her connections.

“I was given the idea to do this by a family who has hired me privately to work with their son, who has disabilities. She found out about my program and wanted to bring it here. She helped me make this happen. She was the person who did this.”

That woman was Annah Korpi. Korpi’s son is on the waitlist for the program. He has limited use of his legs and one of his arms and struggles with recognizing the dangers of the water. Korpi hopes these lessons will help children like him gain a more developed awareness of water, and she believes the program is doing wonders for the community.

"It really is a good thing. Not only do the children gain all these amazing skills, but the parents also get good things out of this too," Korpi said. "Sometimes it's like a support group. We get a support system from this and it's one that doesn't feel forced, so we get to bond while our kids learn."

While she patiently waits for her son's turn, Korpi helps Petrella host and organize the individual practice sessions alongside Noriko Kantake, president of AF-CADRE (Appalachian Family Center for Autism and Disability Resources and Education). AF-CADRE is the sponsoring nonprofit who funded this 6-week program. However, the three of them aren't the only ones involved. Along with a swim instructor, each child has two or three volunteers who attend to help them with their skills.

"We originally wanted to have five students. Quickly we realized that after 42 minutes, the program filled up," Petrella noted. "So then we got approval to find one more instructor and do two more sessions. We have 25 children signed up."

The program has six instructors (Isabelle Muchmore, Hailey Courts, Mallory Lefton, Madelyn Bowman, Anna Borton, Jordanne Krajewski), 18 volunteers who offered their free time, and a lifeguard (Taylor McCarthy). The majority of them are college students.

"We wouldn't be able to run this thing without them," Petrella said. "They're so dedicated and responsive. The fact that they donate their time to us to instruct these kids is something that I will always be grateful for."

Although Petrella is still working to secure funding for future lessons and set dates around school breaks and holidays, AF-CADRE's funding has ensure parents don't have to pay for their children to attend the lessons. This funding provides that cost is not a barrier to a child getting taught their classes. Petrella also hopes to add private lessons for those who need a quiet environment with fewer distractions.

August Steinmetz is a student journalist with Tri-County Career Center and High School's New Media+ program.

August Steinmetz

https://www.sjnm360.com/acbdd/restaurant-in-athens-opens-doors-for-individuals-with-disabilities/article_b1196f4e-baeb-11ed-bc24-77a1a48d7c9d.html

FEATURED

Restaurant in Athens opens doors for individuals with disabilities

By August Steinmetz 360 Journalist
Mar 21, 2023

1 of 3



ATHENS – Mitzi Lou's sees the ability, not the disability. Located at 817 W. Union St., in Athens, Ohio, customers can order a variety of subs, wraps, paninis, pizza, soups and side dishes. Each dish is hand-crafted and prepared by dedicated employees with great focus and

care. While Mizi Lou's is a restaurant, it's also a training facility for individuals with developmental disabilities. In addition, it provides a safe place for individuals with learning disabilities to work and become more involved in the community.

On Facebook, their "About" section is simple. It reads, "At the center and heart of Mitzi Lou's will be individuals with learning differences. Stop in, say Hi!"

Mitzi Lou's, named after the owners' mothers, has been operating since May 2022. The idea, however, sprouted in October 2021 when Tami Bay and her husband, Buck, purchased a building in Athens to bring their organization, Southern Ohio Adventures and Recreation (SOAR), into Athens County. SOAR originated in Vinton County and soon began expanding into Athens, Galia, Jackson, Ross, and Washington counties to offer services to individuals with disabilities and provide them with outlets for community engagement and opportunities for employment.

The building they purchased belonged to Sweet Arts Bakery & Cafe and thus had a restaurant attached to it. When the Bays discovered this, the next step was an undeniable one.

"My husband and I saw the deli part where the bakery used to be and he turned to me and said 'why don't we just start a little pizza place in here?' and I said 'oh okay!'" said Bay.

In addition to the Bays working as employees, their oldest son and youngest daughter also work there. Outside of family, Mitzi Lou's also employs individuals with disabilities like Marilyn Tucker. Tucker is 47 years old and has been employed at Mitzi Lou's since June 2022. She started as a dishwasher and quickly moved up to food preparation. Now, she is training to prepare the food and cook.

Randy Hougland, 58, is a dishwasher who comes into Mitzi Lou's for work two days a week. Hougland also cleans and stocks coolers at the restaurant. Both Tucker and Hougland work at minimum wage and are offered flexible hours.

"We also have had several individuals come in groups to learn what we do. They fix their own lunch; they are preparing to graduate high school and wanted to visit to see if (our restaurant) may be something they would want to do after graduation," Bay said. "I think watching individuals grow and learn is the most rewarding thing about Mitzi Lou's. It gives them hope that something is out there in this big world for them."

Eventually, Bay wishes to get a vocational program running in the building in addition to the restaurant. Getting the program into operation will allow more individuals with disabilities to be trained on health department rules and kitchen safety, give them job opportunities and get them out in the community.

"We'll start having more individuals back there. It's helped the community because many people don't know about the troubles that [those with disabilities] have getting into the community," Bay said. "Plus, having a restaurant doesn't hurt nobody. I believe that there's not a lot of food on that end of the town. A lot of people have come in and are very appreciative of the food we offer. Good quality food, get our individuals in there, and I've always said 'I'm not here to break money, I'm just here to break even.'"

August Steinmetz is a student journalist with Tri-County Career Center and High School's New Media+ program.

August Steinmetz

https://www.sjnm360.com/acbdd/n-y-volleyball-sech-kar-and-others-form-an-unbreakable-bond/article_5b1b8248-baec-11ed-8697-1b3af4f41d84.html

FEATURED

N-Y volleyball, Sech-Kar and others form an unbreakable bond

By Cade Stoneman 360 Journalist

Mar 22, 2023

1 of 2



NELSONVILLE – The Nelsonville-York Buckeyes varsity volleyball team, adult individuals who attend the Sech-Kar Company's adult day program at Elm Rock Road in Nelsonville and others share a special bond. They share a friendship where it seems that almost nothing in the world

could tear them apart.

Nelsonville-York's libero (a specific position in the game), Lyndsey Spencer, is a junior at the high school. As one of its key players, she is a team player on and off the court. Spencer and her mother, Robin Sherin, who works at Sech-Kar, worked together to form a relationship between the team and adult individuals.

Head coach for the Nelsonville-York varsity volleyball team, Wayne Dicken, stated this relationship all began in summer of 2022. He has been the volleyball coach for the last four years, and he also is an freshman English teacher at the high school as well.

Bianca Sankar, a service and support administrator (SSA) with the Athens County Board of Developmental Disabilities, works closely with the individuals at Sech-Kar. She has been working as an SSA in Athens County for a little over a year and previously worked as an SSA for Fairfield County. Sankar's daughter, Gianna Dixon, is a sophomore middle hitter for the varsity team.

Sankar was able to round up and bring some of the individuals she supports to a volleyball game. After the game was over, she brought them out onto the court and hit the ball a couple times with the players.

"It was just really truly truly an amazing time," said Sankar.

One individual in particular loves the volleyball team more than anyone else. His name is Dar Whitlatch.

"He is a loving, kind, sweet man. He loves the girls. He is loud, loves to cheer. He is just the sweetest person," she said.

Sankar is waiting for the next volleyball season to start back up. In the meantime, she plans to work with the afterschool program at Beacon School, a school for individuals with developmental disabilities in Athens, and have the volleyball team come in so the groups can bond even more. She would like to get as many individuals as possible next season to build a relationship with the team.

"I think the bond has grown very strong between [the adults] and our volleyball players. They came to several of our games ... especially some of our bigger games, and it really inspired the girls to play harder," stated Dicken.

"It's always nice to see them behind our bench cheering us on, and the girls have really enjoyed it," he said.

It truly is a bond so strong, that it is near impossible to break apart. The adult individuals and the volleyball team at Nelsonville-York high school's love for each other gets stronger each day.

"The experience has really opened our girls' eyes, and really made them see what a positive impact they have in our community. I think they are very excited to keep our bond with [their friends] coming in the next season," Dicken explained.

Cade Stoneman is a student journalist with Tri-County Career Center and High School's New Media+ program.

Cade Stoneman



Health and Welfare Alert

Dehydration #34-03-23

As a supporter of a person with a developmental disability, you play a big role in promoting health and wellness. Getting enough fluids every day is important for good health. While each person is different in their needs, the National Academy of Medicine suggests that healthy women and men should consume 91 to 125 total ounces of fluids, respectively, per day.

When our bodies do not have enough fluids, especially for extended periods, there can be serious effects. Dehydration occurs when the body loses more fluid than it produces. The body naturally loses fluids by sweating, vomiting, urinating, diarrhea, etc. Without enough fluids, the body cannot function properly.

Why are people with IDD prone to dehydration?

- They may have difficulty communicating that they are thirsty.
- People may have difficulty swallowing and refuse to eat or drink.
- They may be unable to get a drink on their own when they need one.
- Might be taking medications like antidepressants, high blood pressure medications, antihistamines, diuretics, antipsychotics, and nonsteroidal anti-inflammatory medications, which may be dehydrating.
- People with disabilities may not be encouraged to drink fluids or may limit their own drinks for fear that they will be incontinent.



Dehydration can cause many serious health problems, including:

- Decreased cognitive ability
- Increased seizure activity
- Constipation
- Urinary tract infections (UTIs)
- Kidney stones
- Bladder inflammation
- Kidney failure
- In severe cases, coma and death

Fast Facts

- Dehydration is considered one of the Fatal 5 leading causes of death for people with IDD.
- When a person feels thirsty, they are already dehydrated.
- In 2021, 60 Ohioans with IDD were hospitalized due to dehydration, which is often preventable.
- Dehydration is a leading risk factors for urinary tract infections (UTIs) which can be serious and lead to other infections or even death.
- In 2021, 40 people died of infections including UTIs, urosepsis, and sepsis.



Signs of Dehydration

- Feeling thirsty
- Dry mouth, tongue, or skin
- Rapid heartbeat or breathing
- Decreased urine output or dark, concentrated urine
- Confusion or disorientation
- Muscle cramps
- Unusual feelings of fatigue
- Constipation
- Headache
- Tiredness or lethargy
- Irritability
- Dizziness or fainting

What can you do to help promote healthy hydration?

- Tie it into a routine. Encourage people to drink a glass of water every time they return from work, brush their teeth, eat a meal or use the bathroom.
- Be a good role model.
- Track how much water the person is drinking by putting it on paper, a calendar, computer, phone, or wearable device. Use individualized documentation for monitoring input if a person has one.
- Have a challenge with each other. Make it fun.
- Be creative. Get a fun water bottle, using sugar-free water enhancers.

Urine Color

OVER HYDRATED

GOOD

FAIR

LIGHT DEHYDRATED

VERY DEHYDRATED

SEVERE DEHYDRATED



Business Manager Report for March 2023

March 5, 2023

Notice to the Board and all Stakeholders:

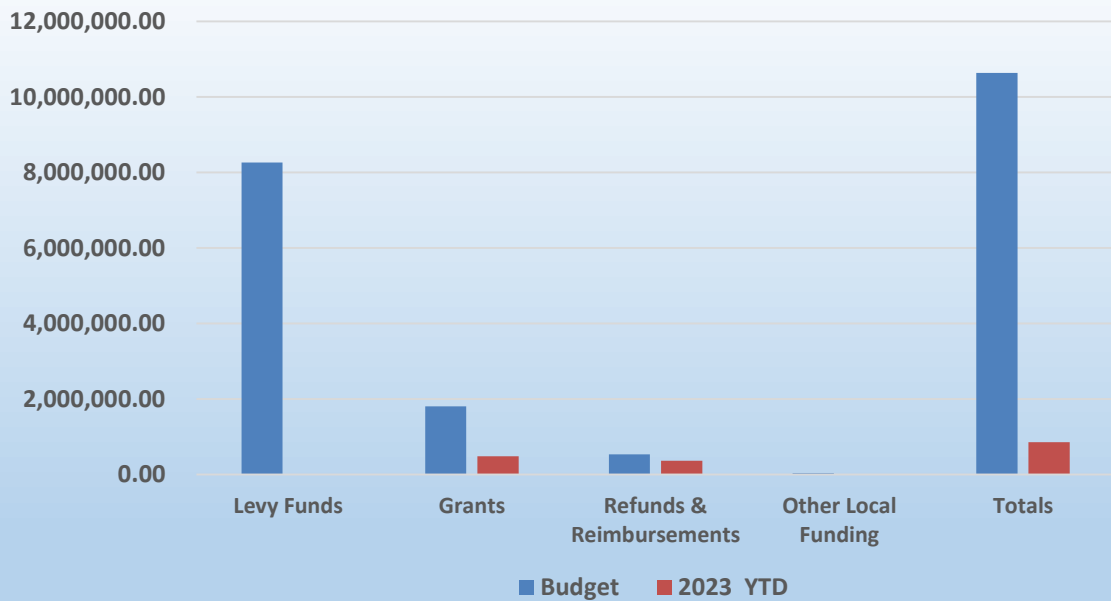
The followings schedules detail the financial performance of the Athens County Board of Developmental Disabilities as of April 6, 2023. All schedules are reconciled with the financial records of the Athens County Auditor's office as of this day.

March 2023			
Revenues		Expenditures	
General Tax	-	Salaries - Employees	429,681.21
Trailer Tax	-	Medical Insurance	3,417.07
Homestead & Rollback	-	Health Insurance	-
Grants	254,289.70	Dental	-
Sales & Copies	-	Vision	-
Other	114.00	Life Insurance	-
Refunds	341,343.68	Medicare	5,864.96
Reimbursements	5,029.15	Workers Compensation	-
Gifts & Donations	125.00	Public Empl Retire	61,586.77
Other Non-Revenue (Misc)	-	Contract Services	16,408.80
Transfers In	-	Non-Waiver Supported Living	59,045.64
Capital Improvement Rev.	-	Rentals	6,292.20
Bond Investment Income	4.16	Repairs / Maintenance	9,575.36
		Supplies	12,327.07
		Equipment	1,439.70
		Other Expenses	1,975.45
		Medicaid Waiver Match	-
		Utilities	9,975.86
		Advertising/Printing	89.00
		Travel	3,132.11
		Election Expense	-
		Fees-Settlement	-
Total General Revenues	600,901.53	Total Expenditures	620,811.20
		Revenues less Expenditures	(\$19,910)

Business Manager Report for March 2023



Revenue to Budget YTD March 2023

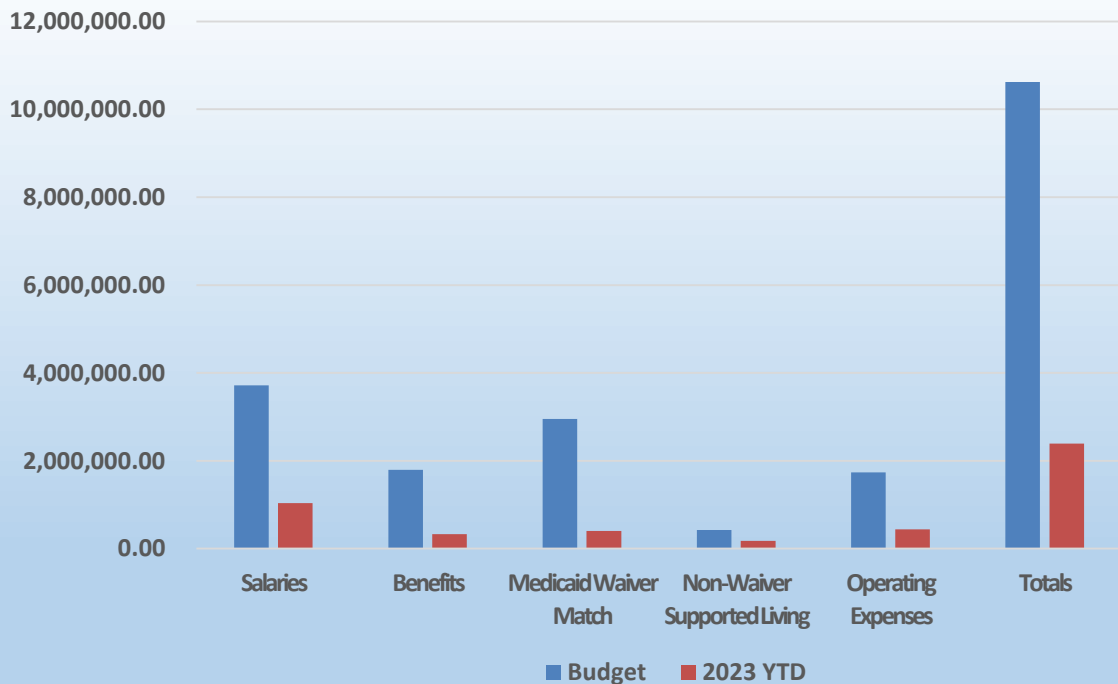


Revenue Groups	Budget	2023 YTD
Levy Funds	8,259,522.49	0.00
Grants	1,808,928.51	489,380.60
Refunds & Reimbursements	532,631.92	367,639.87
Other Local Funding	32,999.06	2,838.93
Totals	10,634,081.98	859,859.40

Business Manager Report for March 2023



Expenses to Budget YTD March 2023



Expenditure Groups	Budget	2023 YTD
Salaries	3,716,723.14	1,038,843.11
Benefits	1,795,046.22	329,142.08
Medicaid Waiver Match	2,950,321.54	405,254.83
Non-Waiver Supported Living	425,411.20	178,826.85
Operating Expenses	1,736,967.81	437,657.51
Totals	10,624,469.91	2,389,724.38

Business Manager Report for March 2023



2023	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Beg. Fund Balance	4,417,922.85	3,328,581.02	2,927,946.75	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83
Revenues	124,593.71	148,443.12	600,901.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures	(1,213,935.54)	(549,077.39)	(626,711.45)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	3,328,581.02	2,927,946.75	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83
Funds Transferred Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Ending Balance	3,328,581.02	2,927,946.75	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83	2,902,136.83
Minimum Fund Balance (25%)	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48	2,656,117.48
Variance from Min Fd Bal	672,463.54	271,829.27	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35	246,019.35
Carryover Percentage	31.33%	27.56%	27.32%	27.32%	27.32%	27.32%	27.32%	27.32%	27.32%	27.32%	27.32%	27.32%

Fund Number, Name	Balance
401 General Fund	2,902,136.83
403 Supported Living Fund	-
015 Beacon Bond Fund	2,829.82
404 Capital Improvement Fund	1,391,055.78
405 Waiver Reserve Fund	3,913,717.63
Total Non-Reserve Funds	4,296,022.43

Prepared by:

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ACBDD Expenses March 2023					
General					
3401.520100 Medical Insurance					
20230198	Medical Mutual of Ohio	Claims for the Week Ending 3/17/23 - HRA deductibles	3/20/2023	296.32	
20230198	Medical Mutual of Ohio	Claims for the Week Ending 2/24/2023 - HRA deductibles	3/1/2023	3113.14	
20230198	Medical Mutual of Ohio	Claims for the Week Ending 3/10/23 - HRA deductibles	3/10/2023	7.61	
Medical Insurance Total: 3,417.07					
3401.522100 Medicare					
MEDICARE2023	Athens County Auditor	Medicare Contribution - March 2023	3/15/2023	5864.96	
Medicare Total: 5,864.96					
3401.525100 Public Empl Retire					
PERS/STRS2023	Athens County Auditor	PERS / STRS Contribution March 2023	3/15/2023	61586.77	
Public Empl Retire Total: 61,586.77					
3401.530100 Contract Services					
20230245	Aramark Dallas Lockbox	February, 2023 - Food Services	3/7/2023	8116.49	
20230277	BCI	February, 2023 - BCI/FBI webchecks and rapback services	3/2/2023	256.00	
20230266	Biancone, Sally	March 7 to 22, 2023 - 14.50 hrs of photography - Disability Awareness Festival; Leadership photos, Beacon Singers, website work	3/23/2023	362.50	
20230266	Biancone, Sally	February 14 to 24, 2023 - 16.25 hours of photography at \$25/hr - Valentines' party, Sensory room dedication	3/1/2023	406.25	
20230266	Biancone, Sally	February 24 to March 7, 2023 - 14.25 hours of photography at \$25/hr - Dr. Seuss, Cat in Hat, Sensory Room dedication; Leadership Photos	3/7/2023	356.25	
20230275	Brittco, LLC	Brittco Software Monthly Subscription	3/13/2023	1480.00	
20230282	Career Connections, Inc.	February 20 to March 2, 2023 - 32.25 hours @ \$13.33/hr - Kitchen Assistant - Connor	3/10/2023	429.89	
20230286	Cintas Corporation	mats - SSA	3/15/2023	19.26	
20230286	Cintas Corporation	mats - Beacon	3/15/2023	93.29	
20230286	Cintas Corporation	uniforms	3/16/2023	31.94	
20230286	Cintas Corporation	mats - SSA	3/28/2023	19.26	
20230286	Cintas Corporation	mats - Beacon	3/28/2023	93.29	
20230286	Cintas Corporation	mats - SSA	3/23/2023	19.26	
20230286	Cintas Corporation	mats - Beacon	3/21/2023	93.29	
20230286	Cintas Corporation	uniforms - journal entries made in March in Munis but not paid out of 3401 until April (4 checks totaling 905.52)	4/1/2023	22.08	
20230286	Cintas Corporation	uniforms	3/23/2023	31.94	
20230286	Cintas Corporation	mats - PersonnelPlus	3/1/2023	19.26	
20230286	Cintas Corporation	mats - SSA	3/1/2023	19.26	
20230286	Cintas Corporation	mats - Beacon	3/1/2023	93.29	
20230286	Cintas Corporation	uniforms	3/1/2023	48.01	
20230286	Cintas Corporation	mats - PersonnelPlus	3/13/2023	19.26	
20230286	Cintas Corporation	mats - PersonnelPlus	3/6/2023	19.26	
20230286	Cintas Corporation	mats - Beacon	3/7/2023	93.29	
20230286	Cintas Corporation	mats - SSA	3/7/2023	19.26	
20230243	First National Bank Omaha	Constant Contact 2/21/23 - 3/23/23	3/23/2023	19.00	
20230517	McGohan Brabender Agency, Inc.	March, 2023 - Brokerage & Consulting Services	3/20/2023	1750.00	
20230297	Medicaid Billing Solutions, Inc.	TCM review and billing for last month (February 2023)	3/1/2023	2500.00	
Contract Services Total: 16,430.88					
3401.530104 Non-Waiver Supported Living					
20230139	Athens Metropolitan Housing	Replaced broken windows	3/13/2023	563.00	
20230139	Athens Metropolitan Housing	Cithy of Athens, special haul charges	3/13/2023	90.00	
20230139	Athens Metropolitan Housing	Replaced broken window and trim	3/13/2023	1529.66	
20230139	Athens Metropolitan Housing	March, 2023 - Rent	3/6/2023	424.00	
20230139	Athens Metropolitan Housing	March, 2023 - Rent	3/6/2023	298.00	
20230139	Athens Metropolitan Housing	March, 2023 - Rent	3/6/2023	471.00	
20230139	Athens Metropolitan Housing	March, 2023 - Rent	3/6/2023	1041.00	
20230139	Athens Metropolitan Housing	March, 2023 - Rent	3/6/2023	318.00	
20230139	Athens Metropolitan Housing	Installed new outdoor light fixture	3/8/2023	75.29	
20230139	Athens Metropolitan Housing	Two outside lights broken, replaced 10/22 broken window	3/8/2023	88.42	
20230139	Athens Metropolitan Housing	outside light pulled down (original check #843801 was voided and reentered into Munis)	3/8/2023	62.69	
20230139	Athens Metropolitan Housing	repaired hole by front door	3/8/2023	60.00	
20230139	Athens Metropolitan Housing	Tenant damaged stove, removed	3/8/2023	60.00	
20230139	Blake-Morrison, Alexandra	March 20-26, 2023 - Shared Living	3/28/2023	905.52	
20230139	Blake-Morrison, Alexandra	March 6-12, 2023 - Shared Living	3/20/2023	905.52	
20230139	Blake-Morrison, Alexandra	March 13-29, 2023 - Shared Living	3/20/2023	905.52	
20230139	Blake-Morrison, Alexandra	February 27-March 5, 2023 - Shared Living ASA and ASP	3/6/2023	905.52	
20230139	Blake-Morrison, Alexandra	February 21-24, 2023 - APC	3/3/2023	538.72	
20230139	Capital One - Walmart	flatware for the respite house	3/1/2023	10.97	
20230139	Capital One - Walmart	cleaning supplies for respite house	3/1/2023	29.64	
20230139	Charter Communications Operating LLC	Internet services 3/18/23 to 4/17/23	3/29/2023	54.99	
20230139	Circulo Health Services, Inc.	December 15, 2022 - APC	3/9/2023	34.86	
20230139	Circulo Health Services, Inc.	December 17 & 20, 2023 - HPC	3/10/2023	133.63	
20230139	Days Inn Athens	2/23/23 thru 3/8/23 - 14 night emergency stay	3/24/2023	742.00	
20230139	Days Inn Athens	3/9/2023 thru 3/15/23 - 7 night emergency hotel stay	3/24/2023	371.00	
20230139	Days Inn Athens	7 night stay (2/16 to 2/23)	3/1/2023	371.00	
20230139	Days Inn Athens	March 9th to 16, 2023 - 7 night stay at motel for	3/13/2023	371.00	
20230139	Goodwill Industries of South Central Ohio, Inc.	Feb 6 to 27, 2023 - ADS and trip -	3/3/2023	261.45	
20230139	Hocking.Athens.Perry Community Acti	70 rides tickets	3/29/2023	70.00	
20230139	Hocking.Athens.Perry Community Acti	633 one dollar tickets for CM	3/7/2023	633.00	
20230139	R.H.D.D., Inc.	January 4-February 28, 2023 - HPC and September 19-30, 2022 - NMT	3/20/2023	2048.70	
20230139	R.H.D.D., Inc.	Nov 15-29, 2022 and Dec 19,2022 - HPC Transportation	3/3/2023	59.40	
20230139	Ripple, Thomas E.	February 9 and 23, 2023 - two one hour massage therapy treatments	3/6/2023	140.00	
20230139	SOAR (Southern Ohio Adventures Recreation)	February 7 to February 18, 2023 - HPC -	3/24/2023	5398.98	
20230139	SOAR (Southern Ohio Adventures Recreation)	Reimbursement for expenses (food) for – journal entries made in March in Munis but not paid out of 3401 until April (4 checks totaling 905.52)	4/4/2023	412.57	
20230139	Treasurer of State, %OH Dept of DD	February, 2023 - Warrensville Developmental Center	3/10/2023	9852.08	
20230139	Treasurer of State, %OH Dept of DD	February, 2023 - Gallipolis Developmental Center	3/10/2023	9740.36	
20230139	Treasurer of State, %OH Dept of DD	February, 2023 - Gallipolis Developmental Center	3/10/2023	9740.36	
20230139	Treasurer of State, %OH Dept of DD	February, 2023 - Gallipolis Developmental Center	3/10/2023	9740.36	
Non-Waiver Supported Living Total: 59,458.21					
3401.530105 Rentals (Other Expense - Rent)					

20230151	Athens County Childrens Services	Booth Fee for Kidfest 2023	3/21/2023	40.00
20230154	B & C Communications	April, 2023 - Repeaters	3/17/2023	100.00
20230160	City of Athens	April, 2023 - parking spot 30 in parking garage	3/13/2023	150.00
20230163	Pitney Bowes	Rental for SSA postage meter rental from 1/30/23 - 4/29/23	3/28/2023	162.60
20230163	Pitney Bowes	Current Settlement/return fee for PersonnelPlus postage meter	3/29/2023	995.95
20230163	Pitney Bowes	Rental of PersonnelPlus postage meter rental from 4/4/23 - 7/3/23	3/3/2023	313.65
20230170	Southeastern Ohio Management Company	FINAL Rent payment - May, 2023 - PersonnelPlus rent - 1002 East State Street	3/28/2023	2250.00
20230170	Southeastern Ohio Management Company	April, 2023 - PersonnelPlus rent- 1002 East State Street	3/1/2023	2250.00
20230390	Treasurer of State - Dept of Administrative Services	MARCS Radios rental from 10/1/2022 to 1/1/2023	3/9/2023	30.00
Rentals (Other Expense - Rent) Total: 6,292.20				
3401.530200	Repairs/Maint. (Contract Repairs)			
20230055	Ohio Pest Control	03/22/2023 - SSA	3/28/2023	61.00
20230055	Ohio Pest Control	03/22/2023 - Beacon	3/23/2023	55.00
20230055	Ohio Pest Control	2/22/2023 - SSA	3/1/2023	61.00
20230056	Poynter's Business Solutions	SSA copier contract base rate charge for 4/18/2023 to 4/18/2024 billing period.	3/20/2023	8280.01
20230056	Poynter's Business Solutions	ADM office copier contract base rate charged for the 4/11/23 to 7 /10/23 period.	3/13/2023	1118.35
Repairs/Maint. (Contract Repairs) Total: 9,575.36				
3401.540100	Supplies			
20230314	4imprint, Inc.	Lip Balm, set up charge, rush fee and freight charges - supplies for tabling event at DD festival/Senior Resource Day	3/2/2023	391.11
20230328	Amazon Capital Services	800PCS colorful water bottle stickers; 100 pack white envelopes; and ziploc sandwich and snack bags - Teen Night	3/15/2023	35.58
20230311	Amazon Capital Services	Farberware Professional; 1/2 cu ft. Microwave	3/27/2023	139.99
20230328	Amazon Capital Services	Buckle down boys buckle down	3/27/2023	12.49
20230328	Amazon Capital Services	7 Live Caterpillars shipped now butterfly kit - Preschool	3/27/2023	126.60
20230328	Amazon Capital Services	MARS Wellness Non Slip Silicone Grip Material Roll-AntiSlip Large Roll	3/23/2023	22.99
20230328	Amazon Capital Services	six packages of WXBOOM self adhesive dots	3/1/2023	61.14
20230328	Amazon Capital Services	8000 pc 2 inch tissue paper squares; Astrobrights Color Card Stock; Neenah Premium Card stock; Prang Construction Paper; Parlaaim 1050 pc coding labels; Piochoo Permanent Markers	3/9/2023	111.05
20230328	Amazon Capital Services	2 cans of Simply Thick It Easy Mix	3/9/2023	141.90
20230316	Amazon Capital Services	USB to VGA Adapters and Amazon Basic USB adapter	3/9/2023	37.64
20230316	Amazon Capital Services	Blue Rigger 4K HDMI cables - 6 foot	3/9/2023	49.48
20230316	Amazon Capital Services	six VCE 2 pack HDMI Keystone jack adapters and xis Blue Rigger 4K HDMI cables - 50 foot	3/9/2023	310.46
20230328	Amazon Capital Services	two Nuova Premium Laminating Pouches and three Neenah Cardstock - Immediate I	3/6/2023	78.08
20230328	Amazon Capital Services	Sensory Chew Toys; Hasbro Elefun Games with Butterflies and Music; and Hicarer 8 Pieces Chew necklaces	3/6/2023	50.93
20230328	Amazon Capital Services	Posh Creations Filling Bean Bag	3/6/2023	23.82
20230311	Amazon Capital Services	three Icona Bay 5x7 picture frames	3/1/2023	35.94
20230328	Amazon Capital Services	five boxes of Pendaflex hanging folders and two boxes of Pendaflex file folders	3/1/2023	128.35
20230328	Amazon Capital Services	two Spectrum storage baskets	3/1/2023	59.98
20230328	Amazon Capital Services	MEUUT 2 pack medical scissors trauma shears - 8 inch patented bandage scissors; Johnson & Johnson band aides; and Schick Exacta 2 Sensitive Disposable razors	3/1/2023	26.22
20230308	Athens Ace Hardware (C&E)	popcorn bags and perfectware pw flavacol 2 ct flavacol popcorn season salt - Transition Supplies for Disability Festival	3/13/2023	47.98
20230308	Athens Ace Hardware (C&E)	building supplies - invoice #7074/ for \$29.98 less credit from statement of \$17.99 - Bus Garage	3/15/2023	11.99
20230308	Athens Sun & Fun	building supplies - Beacon	3/13/2023	14.50
20230308	Athens Sun & Fun	pool supplies	3/1/2023	36.98
20230308	Athens Sun & Fun	liquid shock	3/7/2023	127.96
20230352	Capital One - Walmart	Supplies for DD Awreness Festival	3/24/2023	115.22
20230352	Capital One - Walmart	Supplies and refreshments for DD Awareness Festival Event	3/24/2023	124.43
20230352	Capital One - Walmart	March Job Club food prep experience	3/24/2023	35.01
20230316	CDW Government	two UBIQUITI UNIFI AP AC MESH	3/7/2023	176.08
20230316	CDW Government	UBIQUITE UNIFI PROT G4 Dome Camera	3/7/2023	190.62
20230336	Classic Solutions	building supplies - Beacon	3/23/2023	22.15
20230336	Classic Solutions	building supplies - Beacon	3/1/2023	59.26
20230336	Classic Solutions	building supplies - SSA	3/1/2023	106.61
20230336	Classic Solutions	building supplies - Beacon	3/1/2023	964.93
20230311	MD Computer Services, Inc.	3 AED signs mounted to Maxmetal - Beacon	3/28/2023	44.33
20230314	MD Computer Services, Inc.	8' table throw (grey with full color print) & set up - Integrate Athens	3/9/2023	253.50
20230311	MD Computer Services, Inc.	8' table throw (navy with full color Transitions logo and ACBDD logo print) and set up charge	3/9/2023	239.50
20230312	NCS Pearson	PPVT-5 Form A Q-Interactive Assessment	3/20/2023	5.25
20230312	News-2-You, Inc.	January 27, 2023 to January 26, 2024 - five Unique Learning Systems	3/6/2023	3499.95
20230324	Ohio Cat	vehicle part	3/29/2023	72.47
20230324	Ohio Cat	vehicle parts	3/10/2023	306.36
20230324	Ohio Cat	vehicle parts	3/7/2023	165.84
20230311	Pitney Bowes	3 ink cartridge for postage meter at Beacon - journal entries made in March in Munis but not paid out of 3401 until April (4 checks totaling 905.52)	4/4/2023	273.87
20230346	Randy V. Moore Petroleum Distribution LLC	320 glas of diesel delivered on 3/22/23 @ \$3.65/gal	3/28/2023	1168.00
20230346	Randy V. Moore Petroleum Distribution LLC	Drum of Diesel Exhaust Fluid	3/28/2023	409.20
20230346	Randy V. Moore Petroleum Distribution LLC	270 gals of diesel delivered on 2/28/23 @ \$3.85/gal	3/7/2023	1039.50
20230311	The Athens Messenger	48 weeks of Athens Messenger delivered/e-editions	3/20/2023	176.75
20230308	The Sherwin Williams Co.	paint - Beacon	3/20/2023	47.31
20230347	Uni-Select USA, Inc.	vehicle parts	3/10/2023	6.06
20230347	Uni-Select USA, Inc.	vehicle part - invoice #625070027 for \$9.00 less \$8.64 for credit from statement	3/10/2023	0.36
20230347	Uni-Select USA, Inc.	vehicle parts	3/10/2023	138.93
20230347	Uni-Select USA, Inc.	vehicle parts	3/10/2023	342.48
20230308	USI	two heaters for laminator	3/1/2023	127.52
20230312	USI	8 rolls of USI laminating film	3/13/2023	406.29
Supplies Total: 12,600.94				
3401.550100	Equipment			
20230143	CDW Government	3 UBIQUIT 24 port gigabit switches	3/29/2023	708.00
20230148	First National Bank Omaha	Purchased from CWI Medical - bus tie downs, torso rest, uppersupport; and contoured headwings	3/29/2023	731.70
Equipment Total: 1,439.70				
3401.560100	Other Expenses			
20230060	American Red Cross - Training Services	1/24/2023 - 8 Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	3/20/2023	288.00
20230060	American Red Cross - Training Services	3/8/2023 - 2 Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	3/20/2023	72.00
20230060	Bureau of Motor Vehicles	DD placard for vehicles	3/8/2023	5.00
20230060	Bureau of Motor Vehicles	DD placard for vehicles	3/8/2023	5.00
20230060	Bureau of Motor Vehicles	DD placard for vehicles	3/8/2023	5.00
20230060	Glacier Mountain Bottled Water, Inc.	water - PersonnelPlus	3/15/2023	50.00
20230060	Glacier Mountain Bottled Water, Inc.	fuel charge for delivery of water at PersonnelPlus	3/28/2023	2.00
20230060	Kroger - Columbus Customer Charges	100 helium balloons for Disability Festival on March 22nd.	3/23/2023	200.00

20230060	Ohio Alliance of Direct Support Professionals	SYNERGY Conference Sponsorship	3/28/2023	250.00
20230060	Ohio University	OU Parking Services parking permit for one year for PersonnelPlus	3/8/2023	180.00
20230060	Oriental Trading Company	craft kits for Disability Awareness Festival	3/20/2023	49.95
20230060	PAR	2023 PAR Sponsorship	3/13/2023	250.00
20230060	President & Fellows Of Harvard College	10 each HKS Case 1975.0 Social Media and Michelle Rhee/Washington DB and HKS Case 1987.0 The Consolidation of Health Departments - Items for Case Students for ACBDD first ev	3/3/2023	118.50
20230060	Quinn Amorette Ceramics	20 Custom Logo Mugs	3/29/2023	500.00
Other Expenses Total: 1,975.45				
3401.560142 Family Support Services				
20230236	Advance Auto Parts	Wheel Bearing and Hub Assemblies - family support services	3/10/2023	277.38
20230239	Amazon Capital Services	Binduat Miniature Metal Finger Mountain Bike Toys; 5 pack butter slime kit; Sumind 4 piece finger scooter mini toys; XXXTentacon Collage Black T Shirts;Aestheticism Skate park kit - fan	3/28/2023	122.42
20230239	Amazon Capital Services	Finger Mount Bikes Skateboard toys; Grip and Tricks 5 rider finger toys; and Oyoangle Men's Cartoon Sweatpants - family support services	3/28/2023	51.03
20230239	Amazon Capital Services	Kids Weight Set Dumbbells Set for Toddlers; Fotorama Tap it Wireless Ultra High-TechPod; and Learning without tears workbook - family support services	3/23/2023	66.33
20230239	Amazon Capital Services	Sony Playstation Portable - family support services - --journal entries made in March in Munis but not paid out of 3401 until April (4 checks totaling 905.52)	4/4/2023	197.00
20230239	Amazon Capital Services	Amazon Basics Easy-Wash Microfiber Kid's comforter and pillow sham set - family support services -	3/24/2023	29.67
20230239	Amazon Capital Services	Zinus Curtis Upholstered Platform Bed frame; Kescas 10 inch memory foam hybird full mattress; Allstate 5 year Furniture Accident Protection Plans and Hospitology Products Mattress en	3/24/2023	393.76
20230239	Amazon Capital Services	Sundown Sublingual Melatonins - family support services	3/24/2023	29.28
20230239	Amazon Capital Services	Disposable Scrub Sponges; Shower Shut off Valve; and Disposable Dry Wipes - family support services	3/27/2023	34.46
20230239	Amazon Capital Services	HP Pavilion Laptop (2022 Model), 15.6" Display - family support services	3/1/2023	469.00
20230239	Amazon Capital Services	200 pcs. party favors for kids, fidget toy pack; Five Nights At Freddy's Kids backpack; Five Nights at Freddy's official coloring book; chronicle Books Bright Ideas Deluxe and Crayola Conf	3/9/2023	87.14
20230239	Amazon Capital Services	Crayola Cosmic Crayons and Amazon Basics 9 Inch thermal laminator machine - family support services	3/9/2023	34.99
20230239	Amazon Capital Services	adidas Men's Athletic Cushioned Crew Socks; BUXKRY Men's Slim Joggers Workout Pants; Gold BJJ Boxing hand wraps & JSFOIRYROU Mens Workout hooded tank top - family support	3/1/2023	70.36
20230239	Amazon Capital Services	Zinus Metal Box Springs with Wood slates/7.5 inch mattress foundation - family support services	3/1/2023	130.99
20230239	Amazon Capital Services	Play Visions DNA & Bead Ball; Gravity Falls: Dipper & Mabel, Journal 3 & Don't Color: Symphonized Wire Earbuds; Lego Classic Brick Box; 6 Styles Insect/ Resin Specimen; Chromeboo	3/13/2023	185.05
20230239	Amazon Capital Services	Hahan Cotton Teens Girls Period Underwear; Nxssu 8 Colors rainbow pencils; Amazing Dogs coloring book; Pack 2 of Garden Raised Planting Beds; Warriors Box Set; Adorable Sweet T	3/13/2023	125.94
20230239	Amazon Capital Services	Amazon Basics 6 piece nonstick , carbon steel oven bakeware; Kitchen Automatic Safety Cordless one tin touch electric can opener; Electric Hand Mixer; Utopia Bedding Comforter and li	3/7/2023	141.36
20230239	Amazon Capital Services	Zinus 8 inch Green Tea Cooling Gel Memory Foam Mattress - family support services -	3/13/2023	189.99
20230239	Amazon Capital Services	Yoton 12.5" portable DVD player - family support services -	3/13/2023	59.99
20230236	Athens County Juvenile Court	Void check 3/7/2023 - guardianship in another county.	3/7/2023	-115.00
20230236	Auto Zone	2 wheel bearing/hub assemblies - family support services	3/7/2023	277.38
20230236	Auto Zone	written to wrong vendor	3/10/2023	-277.38
20230238	Capital One - Walmart	food - family support services	3/16/2023	198.49
20230238	Capital One - Walmart	hygiene and cleaning products - family support services	3/23/2023	200.00
20230238	Capital One - Walmart	clothing - family support services	3/24/2023	153.35
20230238	Capital One - Walmart	misc - family support services	3/24/2023	20.47
20230238	Capital One - Walmart	clothing - family support services	3/29/2023	122.18
20230238	Capital One - Walmart	pull ups - family support services	3/2/2023	5.82
20230238	Capital One - Walmart	clothing - family support services	3/7/2023	197.85
20230238	Capital One - Walmart	food, sweeper, cleaning supplies, socks - family support services	3/7/2023	376.42
20230238	Capital One - Walmart	clothing - family support services	3/8/2023	195.14
20230238	Capital One - Walmart	clothing - family support services	3/10/2023	198.80
20230236	City of Athens	yearly bus pass	3/20/2023	70.00
20230236	Dorst, Angelique	Reimbursement for Annual Choir Membership - family support services	3/24/2023	50.00
20230236	Hart, Rhonda	Reimbursement for purchase from King Size of clothing and shoes - family support services	3/7/2023	358.77
20230236	Hartley, Nancy	Reimbursement for purchase from Lowes for Dishwasher and accessories	3/7/2023	463.30
Family Support Services Total: 5,191.73				
3401.560186 Utilities				
20230016	American Electric Power	Bus Garage electric from 2/9/23 - 3/10/23	3/16/2023	200.37
20230016	American Electric Power	8 Harper Street electric from 2/11/23 - 3/13/23	3/20/2023	246.50
20230016	American Electric Power	Beacon electric 2/8/23 - 3/8/23	3/13/2023	941.32
20230467	AT & T Mobility	February 23 to March 22 hots spots	3/8/2023	167.40
20230019	Athens-Hocking Co Recycling Centers, Inc	March, 2023 - SSA recycling	3/3/2023	15.99
20230025	Charter Communications Operating LLC	Bus Garage internet from 3/1/23 - 3/31/23	3/9/2023	602.40
20230025	Charter Communications Operating LLC	PersonnelPlus internet 3/3/23 - 4/2/23	3/10/2023	289.47
20230033	City of Athens	Beacon water from 2/8/23 - 3/7/23 - 42,000 gals	3/17/2023	602.68
20230036	Columbia Gas	Beacon gas from 1/12/23 - 2/9/23	3/20/2023	592.88
20230036	Columbia Gas	PersonnelPlus gas from 2/14/23 - 3/15/23	3/20/2023	112.52
20230039	Frontier	March, 2023 - SSA Fax 740-594-5048	3/6/2023	34.00
20230039	Frontier	March, 2023 - MUI and alarms 740-592-1098	3/7/2023	200.47
20230039	Frontier	March, 2023 - Beacon Fax 740-593-3189	3/7/2023	45.98
20230039	Frontier	March, 2023 - PersonnelPlus 740-593-8236	3/7/2023	70.62
20230039	Frontier	March, 2023 - SSA 740-797-0001	3/7/2023	45.98
20230047	Gator Enterprizes and Document Shredding, Inc.	3/16 - SSA \$110; and 3/16 Beacon \$75.40	3/20/2023	185.40
20230041	Interstate Gas Co (IGS)	February, 2023 - Beacon gas	3/23/2023	860.00
20230044	Le-Ax Water Dept.	Bus Garage water from 1/10/23 - 2/8/23 - 1039 gals	3/2/2023	21.68
20230048	SmartestEnergy US LLC	8 Harper Street electric 2/10/23 - 3/13/23	3/20/2023	1.80
20230048	SmartestEnergy US LLC	8 Harper Street electric from 2/10/23 - 3/13/23	3/20/2023	92.10
20230048	SmartestEnergy US LLC	Bus Garage electric 2/8/23 - 3/10/23	3/20/2023	75.42
20230048	SmartestEnergy US LLC	Beacon electric from 2/7/23 - 3/8/23	3/20/2023	819.56
20230049	The Plains Water & Sewer District	Harper Street water from 1/30/23 - 2/28/23 - 1400 gals	3/13/2023	46.02
20230030	Time Warner	Beacon internet 3/1/23 - 3/31/23	3/10/2023	603.00
20230030	Time Warner	SSA and Garfield internet 3/1/23 - 3/31/23	3/10/2023	555.08
20230051	Verizon Wireless	February 8 to March 7, 2023 phones	3/16/2023	2149.91
20230052	Waste Management	March, 2023 - Beacon garage	3/6/2023	184.31
20230052	Waste Management	March, 2023 - SSA garbage	3/6/2023	96.72
20230052	Waste Management	March, 2023 - Bus Garage garbage	3/6/2023	116.28
Utilities Total: 9,975.86				
3401.560200 Advertising/Printing				
20230059	Minuteman Press	500 Business Cards - Chris Linscott	3/21/2023	89.00
Advertising/Printing Total: 89.00				
3401.560300 Travel				
20230058	Clemons, Heather L.	2/6/2023 - 3/1/2023 - Parking Reimbursement	3/7/2023	22.65
20230058	Goldsberry, Amy	Travel 3/1/23 - 3/27/23	3/28/2023	216.02
20230058	Goldsberry, Amy	Travel 2/3/23 -2/28/23	3/10/2023	209.60
20230058	Hart, Jamie	Travel 2/1/23 - 2/21/23	3/15/2023	83.77
20230058	Janas-Tinkham, Carol	Travel 2/27/23 - 3/15/23	3/20/2023	40.34

20230058	Janes-Tinkham, Carol	Travel 1/30/2023 - 2/24/2023	3/1/2023	76.71
20230058	Jolley, George Jason	Travel 11/29/2022 - 12/1/2022 for OACB Conference and February 13, 2023 - OACB board meeting	3/3/2023	207.54
20230058	Martin, Rebecca L.	March 24, 2023 - mileage to circus at Celeste Center, Columbus Ohio	3/28/2023	100.22
20230058	McNelly, David R.	Travel 1/27/23 - 3/13/23	3/15/2023	110.24
20230058	Mitchell, Jodi	Travel 2/1/23 - 2/23/23	3/16/2023	128.45
20230058	OACBDD	Quarterly SSA Director Meeting - Virtual January 27 - T. Lawrence	3/24/2023	35.00
20230058	Orth, Sue	Travel 1/30/23 - 02/24/2023	3/7/2023	49.59
20230058	Oswald, Chelsea	Travel 1/3/23 -1/26/23	3/1/2023	291.61
20230058	Pickrell, Jessica	Parking meter reimbursement 2/1/23 - 2/17/23	3/7/2023	46.85
20230058	Putnam-Young, Stevie	Travel 2/2/2023 - 2/27/2023	3/1/2023	195.65
20230058	Sincoff, David	Travel 1/4/23 - 2/28/23	3/20/2023	86.98
20230058	Stack, Megan	March 24, 2023 - mileage to circus at Celeste Center, Columbus Ohio	3/28/2023	100.22
20230058	Stack, Megan	PER 5.13 Tuition for January 9, 2023 to March 4, 2023 - Chamberlain University - United States History and RN Collaborative Healthcare	3/8/2023	1000.00
20230058	Walker, Melissa	Travel 2/1/23 - 2/23/23	3/29/2023	130.67
Travel Total: 3,132.11		General Total: 197,030.24		
Capital Improvement				
3404.550101	Capital Improvements			
20230128	Athens County Commissioners	Fifth and final Munis software payment 2023 payment	3/24/2023	21710.25
20230128	Kramer Engineers	Beacon School Roof Replacement - current code review, drawings, rebid and infrared roof imaging	3/3/2023	4556.50
Capital Improvements Total: 26,266.75		Capital Improvement Total: 26,266.75		



ACBDD - Administration
Kevin Davis, Superintendent

Human Resources Board Report
April 2023
Gwen Brooks, Director of Human Resources

- Searches In-Progress:
 - Substitute Bus/Van Drivers
 - Bowling League Coordinator
 - Bus/Van Driver
 - Summer Camp Counselors and Camp Assistants



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Human Resources Board Report Summary
APRIL 2023

	Jan 2023	Feb 2023	Mrch 2023	Apr 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov- Dec 2023	2023 Avg	2022 Avg	2021 Avg	2020 Avg	2019 Avg	2018 Avg
STAFF COUNT	82	81	83	82	0	0	0	0	0	0	0	82.0	89.2	89.9	91.3	90.1	108.5
Full-time	61	61	63	63								62.0	63.8	66.1	67.7	68.3	76.7
Part-time	12	12	11	10								11.3	14.2	11.6	11.6	10.4	11.8
Sub/Temp	9	8	9	9								8.8	11.2	12.3	12.0	11.3	20.0
												2023 Totals	2022 Totals	2021 Totals	2020 Totals	2019 Totals	2018 Totals
SEPARATIONS	1	3	1	1	0	0	0	0	0	0	0	6	33	34	4	21	25
Voluntary	1	3	1	1									33	32	4	13	25
Involuntary	0	0	0	0									0	2	0	8	0
NEW HIRES	2	2	3	0	0	0	0	0	0	0	0	7	27	33	4	9	15
Full-time	1	1	2	0								4	8	8	2	6	7
Part-time	0	1	0	0								1	2	8	2	0	0
Sub/Temp	1	0	1	0								2	17	17	0	3	8
TOTAL																	
GRIEVANCES	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	3	0
ABEA In Progress	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABEA Resolved	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PGO In Progress	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
PGO Resolved	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Teamsters In Progress	1	0	0	0	0	0	0	0	0	0	0	1	1	1	0	2	0
Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Teamsters Resolved	0	1	0	0	0	0	0	0	0	0	0	1	1	1	0	2	0
Workers Comp Claims	0	0	0	0	0	0	0	0	0	0	0	0	2	1	4	5	0

STAFF COUNT APRIL 2023

Row Labels	FT	PT	SUB	Grand Total
Administration	7			7
Admin Support	1			1
Administration	6			6
Beacon	22	3	6	31
Admin Support	1	2		3
Administration	1			1
Adult Services	1			1
Dept. of Ed.	19	1	6	26
Early Intervention & Transition	2			2
Transition	1			1
Early Intervention	1			1
Employment Options	3	1		4
Administration	1			1
Adult Services	2	1		3
Facilities/Transportation-Lavelle	7	6	2	15
Admin Support	1			1
Administration	1			1
Facilities	3	2	1	6
Transportation	2	4	1	7
Integrate Athens-Lavelle	1			1
Administration	1			1
SSA-Harper	21			21
Admin Support	1			1
Administration	3			3
Case Management	17			17
Summer Camp			1	1
Camp			1	1
Grand Total	63	10	9	82

Note: 2 part-time Admin Support positions moved from Employment Options to Beacon School in March.

Exhibit 10
Facilities and Transportation Board Report
March 2023

- Facilities staff completed shelving in the model apartment space in order to finalize the PersonnelPlus store setup
- Facility staff prepped for and completed the first phase of PersonnelPlus move to Lavelle Rd. Desk and workstations have been successfully completed, and we are ready to welcome PersonnelPlus staff at the culmination of the lease in the Market on State.
- Transportation staff have reached out to over a dozen entities to receive quotes related to potential van purchases. We have received various quotes and are seeking guidance from the Ohio Department of Education transportation division and State Highway Patrol regarding compliance in preparation for the active bid process.
- Facilities staff met with Kramer Engineering to review the Beacon roof project and discuss moving to bid process. At the meeting, we discussed potential price control options related to needed repairs, and Kramer Engineering will proceed accordingly.
- ACBDD and Beacon School applied for renewal of our annual swimming pool license with the Athens City County Health Department.
- Tracy Clem completed onboarding and began full-time work with the custodial staff in March! Tracy brings decades of experience at Federal Hocking Local Schools and Belpre City Schools. We are extremely grateful to have Tracy join our team, and should benefit from her years of experience and dedication. Our lead custodian, Ron Kelley, has done a commendable job in ensuring our high standards are met daily, even while short staffed. Great thanks to Ron, Wade, and David for persevering during this time!
- Transportation staff facilitated a fieldtrip for the Young Adult class and several transition students to Walmart on March 8th.
- Transportation staff facilitated a whole-school fieldtrip for Beacon school staff and students to Columbus, Ohio on March 24th. Everyone enjoyed their time at the circus!
- Transportation staff facilitated a fieldtrip for the Young Adult class to Zonez in the Market on State on March 29th.
- Facilities staff removed the accessible ramp installed last Fall at the home of an enrollee in Nelsonville, OH. This ramp allowed for accessible access to their home until a long-term solution could be arranged.
- Painting has been completed in the maintenance space at Beacon School in preparation for the conversion to school-based SSA office space.
- The failing metal dry-erase Board in the Administrative Hallway was removed and repairs and painting were completed in their place.
- The glass-front mini-fridge from PersonnelPlus was installed in the Beacon conference room.
- Seating modifications were made to two buses in the month of March to accommodate changing needs of students and school transportation.
- F&T staff procured, programed, and delivered additional gate openers for PersonnelPlus staff in anticipation of their move to Lavelle Road.

Facilities and Transportation Board Report

March 2023

- F&T staff are working to repurpose surplus items created by the PersonnelPlus move to other units within the ACBDD.
- The ACBDD was not awarded the DOE grant that would have enabled the purchase of a new steam table. As a result, we have contracted with Hobart to determine options to repair/upgrade our existing table. This option will save the ACBDD well over \$15,000, and, should ensure safe, reliable operation for many years to come.



UI/MUI Board Report

April 2023

Active MUI investigations: 25

Investigations Closed since March 14th: 10

New MUIs filed 3/14/2023 through 4/10/2023: 08

Type of Investigation by Category	Filed Since 3/14/2023	Total Open
Attempted Suicide	0	0
Death	1	3
Law Enforcement	1	1
Neglect	1	2
Misappropriation	0	0
Exploitation	0	0
Failure to Report	0	0
Missing Individual	0	0
Physical Abuse	1	7
Verbal Abuse	0	2
Sexual Abuse	0	1
Peer to Peer	0	1
Significant Injury	0	0
Unapproved Behavior Support	0	1
Unanticipated Hospitalization	4	9
Medical Emergency	0	0

**Some MUIs have multiple categories & multiple individuals*

MUI Department Updates:

Stakeholder Report due date extended to July

Reminder that in-person UI/MUI Training always available

Working with interns on MUI Guide for Individuals & Families

Stephanie Kendrick

ACBDD UI/MUI Coordinator



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March 2023 Data

Department Highlights

- The SSA Department met with Hopewell Health for the monthly collaborative meeting on March 1st. The next meeting is scheduled for April 5th.
- SSA Department Meetings in March included special presentations from: Stephanie Kendrick (MUI), Pennie Chappell (MEORC) who presented on Medication Administration, and Angela Carter (PersonnelPlus)
- On March 6th, the SSA Department was represented at the monthly Family and Children First Council meeting. SSAs working with children are attending, as availability allows, to provide up-to-date information for those engaged in DD services and FCFC.
- On March 8th, the SSA Director participated in the Region 5 SSA Director's Meeting, discussing DODD updates, Ohio ISP updates, and regional supports.
- On March 9th, the SSA Case Management (non-waiver team) met. The meeting focused on planning for upcoming events and Ohio ISP transitions
- On March 15th, Bianca Sankar, Amy Godsberry, and Jerry Swackhamer provided support to Ross County with their Ohio ISP transition using Brittco.
- On March 23rd, the Waiver team met focusing on the 15 day rule, Participant Directed Goods and Transportation, and the Ohio ISP.
- On March 28th, MEORC facilitated a provider support meeting at the Integrate Athens Office.
- On March 30th, the SSA Department hosted an online State Plan and Waiver Nursing training with Donna Patterson (DODD), RN. There were over 88 participants in the training represented by more than 8 counties.

Developmental Center Updates

- Planning meetings have continued for 4 individuals currently placed in developmental centers and for those admitted for stabilization. Discharge planning includes coordinated efforts between ACBDD, the Developmental Center(s), Providers, and Individual support teams.
 - 1 individual was admitted for stabilization on September 2, 2021. Due to current court orders, his discharge date is yet to be determined. ACBDD continues to work with DODD and his team in the search for ICF placement. A status meeting was held on March 15th.
 - 1 individual was admitted to GDC on February 22, 2022, for stabilization following a series of high-risk activities that affected her health and safety. A status review meeting

Exhibit 12

was held March 16th. An ICF interview has been scheduled with ViaQuest and the team will meet again in April.

- 1 individual was admitted to GDC on May 26, 2022, for stabilization after a series of incidents that posed a risk to his health and safety. At this time, community placement would not be safe for this person or others. The team continues to work toward stabilization and increasing independence. Once stabilized, the team plans to seek ICF placement.
- 1 individual was re-admitted to GDC on November 1st due to a series of incidents involving law enforcement, which posed a risk to his health and safety and the safety of his staff. A status meeting was held on March 13th. This team is currently seeking ICF placement.
- 1 individual, identified as a long-term placement at GDC, continues to have increased instability, which has changed scheduled status meetings from monthly to quarterly. ACBDD will continue engaging in these team meetings to discuss updates and potential future discharge options.

Incarcerations and Juvenile Delinquency

- 1 active adult incarceration.
- 1 juvenile is currently placed in a Juvenile Detention Center in Washington County.

Ohio ISP

- SSAs continue to make substantial progress towards transitioning ISPs to the Ohio ISP. SSAs are preparing to meet the required timeline for transitioning all ISPs on or before June 30, 2024.

Other Updates

- The workforce crisis is an on-going issue that creates deficits in staffing for those served by ACBDD. SSAs and teams are continuing to work creatively to increase usages of remote supports and assistive technology, when applicable. Additionally, teams continue to look at ways services can be consolidated through shared service models and roommate opportunities.
- The respite home currently has two occupants. The two occupants are currently receiving supports from a local provider following an emergency placement and service need. Due to the respite home being at capacity, we have one person currently receiving emergency housing supports at an extended stay hotel.

Exhibit 12

SSA Staffing

- Melissa Walker is mid-way through her new hire probation.
- Mary Howell celebrated 10 years with ACBDD, Amy Goldsberry celebrated 6 years, and Bianca Sankar celebrated her 1 year.

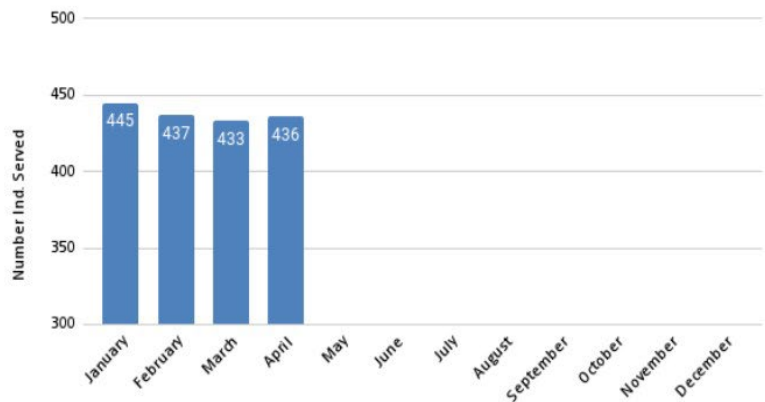
Department Openings

- There are no current SSA Department openings.

SSA Department Data Comparison

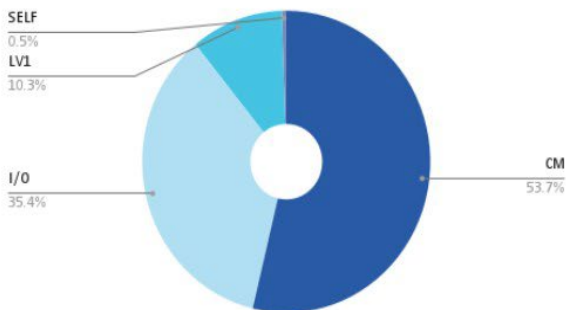


2023: Number of Individuals Served by Month



Individuals served, by waiver type

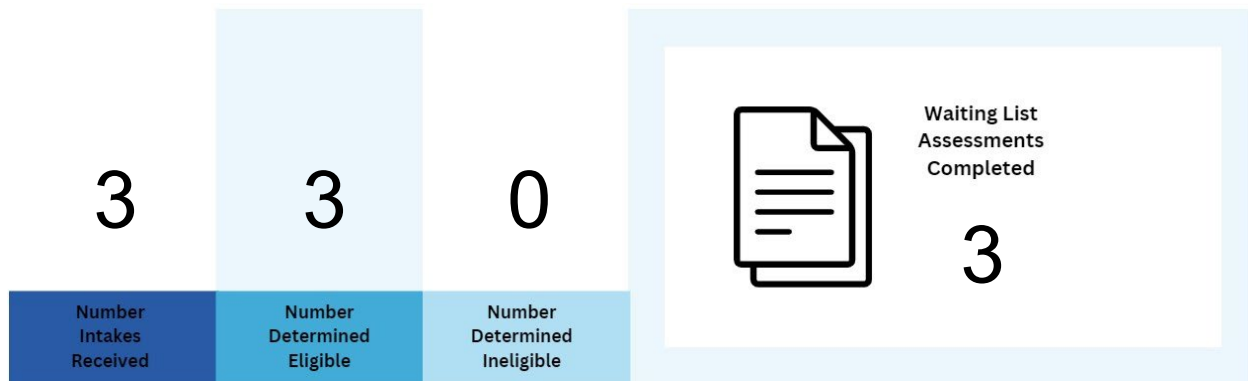
Individuals Served, By Waiver Type



Waiver Type	Current Count	Enrolled/Disenrolled This Month
Total Enrolled, I/O Waiver	154	0
Total Enrolled, LV1 Waiver	45	0
Total Enrolled, SELF Waiver	3	0
Total Enrollment, Case Management	234	+ 3

Exhibit 12

Individual Eligibility & Referrals



Individual Service Plans Submitted/Sent

Ohio ISPs, Submitted Through Brittco	66
Ohio ISPs, Paper Version	142
Annual/Initial Plans Sent	45
Revisions/Addendums Sent	14

Providers Serving Athens County



Additional Information: March

Case Management Changes:

- 4 individuals enrolled in case management services and 1 person disenrolled, resulting in an increase of 3 to the case management count.

Waiver Changes:

- There were no changes to the waiver caseloads in March.

Potential Waiver Changes:

- 8 individuals are in the process of waiver application and anticipated to be awarded waivers in the coming weeks.



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Becky Martin, Director of Educational Services
athenscbdd.org

Report to the Board
April 25, 2023

We would like to welcome two new Paraprofessionals to Beacon School. Timby Ashcraft was formerly an in-home childcare provider and bus driver for Athens City Schools. She will be serving as a 1:1 in the Primary 1 classroom. Diana Cleland was previously a home health aide, and most recently a DSP with Havar. She will be a classroom Paraprofessional in the Primary 2 classroom.

Beacon staff, cook and bus drivers all participated in a Positive Behavior Intervention Support (PBIS) training on April 10 provided by Missy Baker, SST 16. She introduced the Tier I portion of the plan for Beacon and spoke of the importance of having all staff on board with the plan. We discussed the Beacon matrix, pompom reward system, and staff were involved in acting out specific scenarios and responding appropriately. The same day, Gary Sigrist from Safeguard Solutions spoke to the staff regarding Threat Assessments and New Strategies for Active Threat Responses. All feedback from staff was very positive. Thanks to Chris and Kevin for allowing the bus drivers to attend the training.

I have been working with Scott and Doug and have written goals and objectives for the One Plan that partially funds preschool, and also transition services. Also working with Scott and others on the Healthy Futures Committee, where we are now starting to review and assess the second round of staff suggestions for cost savings.

Beacon School staff and I attended the Disabilities Festival on the evening of Tuesday, March 21. Several different types of communication devices were displayed and demonstrated for attendees to view. There were also options to complete a craft that resembled our Beacon Ray, and giveaways of sunglasses and stress balls.

I have been attending Regional Director's Meetings hosted by Lisa Arthur from the Region 16 State Support Team. Plans are in process to hold a regional professional development on October 6, 2024, for all staff in the region that would not only provide valuable information, but also a chance for our instructors to network with instructors across the region.

The entire school took a field trip to the Celeste Center in Columbus to attend the Shrine Circus. Acts included trapeze artists, balancing acts, horses, camels and clowns. Students enjoyed a sack lunch during intermission. We would like to thank the Athens Shriners for providing this opportunity for our students, staff and drivers.



Students from Athens High School participated in a Service Learning Day project at Beacon on March 31. Our students saved milk cartons, and the AHS students helped them paint the cartons and then plant flower seeds. When finished with all the classrooms, the students helped with adapted physical education activities in the gym. Thanks to AHS and Brian Dearing for reaching out to us for this collaborative, inclusive project.

The Young Adult Classroom took a field trip to “Zonez” on March 29. The group toured the store, and each student was able to use the heat press to make their own shirt. Thanks to Doug Mitchell, Transition Coordinator, for setting up another great experience for our Young Adult students.

Important Dates to Remember:

Teacher Appreciation Week – May 1st – 5th

Beacon School Prom – Friday, May 5th

Preschool Graduation and All School Awards – Thursday, May 18th

Young Adult Graduation Ceremony – Friday, May 19th

School Cookout and Water Day – Tuesday, May 23rd

Last Day for Students and Staff – Thursday, May 25th

Employment Options/PersonnelPlus

EO/PP had it's first Quarterly Employment Provider Meeting on, March 14th at 10:00 am. The meeting was held to explore employment gaps, bring providers together to address concerns, and strengthen connections in order to provide Athens County residents with the highest quality employment supports. For more information, contact Angela at acarter@athenscbsd.org.



Employment Services

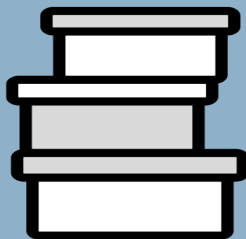
Employment Specialists provided the follow:

- 2.5 hours for Intakes of new referrals.
- 4 hours of job training provided with a new hire at Nelson Dining Hall.
- 6 hours of Job Development with three individuals, resulting in one new hire.
- 27 hours of Community Employee Follow Along for 52 community employees.
- 8 hours of job retention services for 7 community employees.
- 1.5 hours of Career Exploration at Nelson Dining Hall.
- 51 hours of Job Clubs provided to Beacon School, Tri-County Career Center and Federal Hocking High School.
- 2 hours working with Beacon School students in the PersonnelPlus Shopportunities Store.
- 2 hours participating in ISP meetings.
- Prepared for and participated in events for March on Court and DD Awareness Month Festival.



PersonnelPlus Employment Specialist, Heather Clemons, works with Beacon School students on products and placement at the Shopportunities Store.

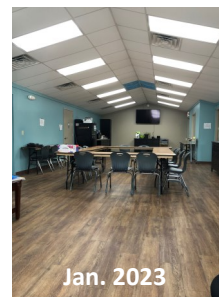
Moving Update!



Staff continue to sort, pack and prepare things to be moved to the new office location on Lavelle Road.

During Beacon School's Spring Break in March, Bus Drivers, Betsy and Gary, and Transportation and Facilities Aide, Zach, moved some of the empty desks from East State Street to Lavelle Road in preparation of staff moving to the location in May. A special *Thank You!* to Betsy, Gary and Zach!

The office is still open at the East State Street location and plan on relocating to the new location the first week of May.





Self-Advocate Connections for Summer Youth Leadership Forum

The Youth Leadership Forum through SOCIL- Southern Ohio Center of Independent Living will be hosted at OU this summer in early June. Integrate Athens is working with the team to provide connections to self advocates for several panels that will be held during the event.



The Creating Healthy Community Coalition - Inclusion Pledge Presentation April 13th

Following the DD Festival, we will now focus on introducing the Inclusion Pledge to community partners and supporting them in choosing achievable action steps for the year. Every time a community partner learns a bit more and chooses to do something to become more inclusive, our mission of an Integrated and Inclusive Athens County gets closer to being achieved. The plan is to present monthly to various organizations throughout Athens County, tracking the signing of the pledge, and following up quarterly to check in to offer support as needed.



Beacon Summer Camp

Summer Camp applications have been distributed and are now being accepted.

We are working with OU KOC to hire students as our counselors. Once they complete their hiring process, we will supplement staffing needs through ACBDD hiring.



We also have several Beacon staff who have signed up to work. These staff help provide a strong background for camp; their knowledge of students is key to helping the events throughout camp go well.

Hannah Rowan, camp director, has begun working on the 3-day training our staff receive, including partnering with the school nurse, MUI, transportation, behavior supports, and OU KOC to provide a well-rounded training experience for our counselors.



We are excited to begin pulling things together and are starting to see camp applications rolling in!

Community Fair April 20th

**Athens County
Social Service Resource Fair**
April 20, 2023
Market On State
2 PM – 6 PM

Information on area resources:

- Employment Services
- Mental Health
- Addictions
- Overall Wellbeing
- Physical Health
- Child Health Services
- Aging Services
- And More



Event Community Partners

OhioMeansJobs-Athens County, Integrated Services,
OU Heritage College Community Health Programs,
PersonnelPlus, COAD, Athens County Children Services,
Athens City-County Health Department, Athens Public Library,
OhioHealth, Buckeye Hills Regional Council,
Athens County Board of Developmental Disability,
Athens County Department of Job & Family Services



We will be tabling at the community resource fair April 20th at the Market on State from 2 to 6 p.m.

Sharing what we do with the community is part of the event, as well as taking some time to meet with other tablers at the event to build on our many collaborations and community partners.

This event is open to the whole community to get connected to things they need.

COMCorps Partners with Integrate Athens to Provide Inclusive Bowling Day

Through an ATCO Legacy Fund grant, COMCorps is working to help build inclusion awareness through the 20+ COMCorps partners and are hosting an event. Site Supervisors and COMCorps Members are all invited, as well as all Day Habs in Athens County. If there is still availability after day Habs sign up, we will extend the invitation to others we serve on a first-come, first-serve sign-up basis.

Bowling for Everyone

🎳 Day Habs welcome! 🎳

Join COMCorps and Integrate Athens for an inclusive bowling experience

Accessible to people with intellectual and developmental disabilities

Bowling, bowling shoes, and food

✦ ALL FREE ✦

Scenic Lanes
Friday, May 5th
10 am - 1 pm
RSVP by April 28th





This event was made possible through the ATCO Legacy Fund.

Team Heart and Sole 2023 Schedule

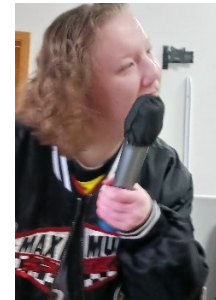
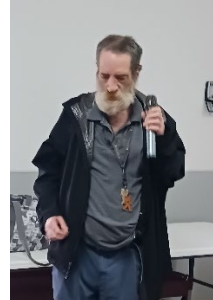
Athens Team Heart and Sole has shared their list of events for this year:

<i>Saturday, April 29</i>	<i>Race for a Reason 5K Run and 3K Walk</i>
<i>Saturday, May 20</i>	<i>CASA Superhero 5K Run and 3K Walk</i>
<i>Saturday, August 19</i>	<i>Parade of the Hills 5K Run and 3K Walk</i>
<i>Saturday, September 16</i>	<i>Paw Paw Festival Bike Ride (uncertain)</i>
<i>Saturday, September 30</i>	<i>THAS Fun Bike/Run/Walk</i>



They are always looking for teammates to run with the athletes. The ideal team is to have 2 to 4 teammates to support (push running carts in a rotation) one Athlete in their running event at each event. Let me know if you or anyone you know is interested in participating, and I can connect you to Paul Richard, Coordinator.

ATCO Idol 2023 Practices Underway



Reminder of ATCO Idol dates and Locations: Thursday May 18th at Stuart's Opera House & Sunday June 25th at Arts/West. Both Atco Idol performances are free and open to the public, so please mark your calendar and invite friends and family to come enjoy these fabulously fun evenings!

Lots of great things happening in our community! It is refreshing to be back in person on many things, while I am out and about at day habs and events it is nice to see them still adhering to COVID protocols after exposures and when people have symptoms.

- **Autumn Brown Director, Integrate Athens**



Administration

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

Early Intervention and Transition Services Board Report

April 2023

Prepared by Arian Smedley, Assistant Superintendent

High-level updates for EI

- Jodi Mitchell, Developmental Specialist, and I continue to meet monthly for check-ins. She continues to work well independently and mostly remotely.
- We completed refresher training on developing outcomes. Our EI State Consultant Lindsey Jay led the training. It was attended by all of the Hopewell EI staff, along with Jodi. This refresher was in response to the comments made by MEORC during the last mock accreditation review. We are hopeful the refresher training will result in improved outcomes going forward.
- Jodi has proposed developing a Developmental Sensory Play Group for children on her caseload who would benefit from social interactions with peers. We are in the planning phases of developing this new initiative. More details will be shared as plans are finalized.

High-level updates for Transition

- Doug continues to make connections throughout the community to better understand the options available for transition-age youth.
- We have hosted the first Teen Time since the changes were instituted. The March event had the highest RSVPs. In addition, we had representation from Athens City Schools, Beacon School, and Trimble Local Schools. The next event is scheduled for April 21, and we will have the Nelsonville-York High School Volleyball Team joining us.

Additional program-specific highlights on the following pages.



Administration & MUI
 801 W. Union Street
 Athens, Ohio 45701
 Phone: (740) 594-3539



ATCO Legacy Fund
 801 W. Union Street
 Athens, Ohio 45701
 Phone: (740) 594-3539



Early Intervention
 801 W. Union Street
 Athens, Ohio 45701
 Phone: (740) 594-3539



Beacon School
 801 W. Union Street
 Athens, Ohio 45701
 Phone: (740) 594-3539



Transition Services
 801 W. Union Street
 Athens, Ohio 45701
 Phone: (740) 594-3539



Integrate Athens
 9033 Lavelle Road
 Athens, Ohio 45701
 Phone: (740) 594-3539



Employment Options & PersonnelPlus
 The Market on State
 1002 E. State St., Suite 4
 Athens, Ohio 45701
 Phone: (740) 592-3416



Service & Support
 8 Harper Street
 The Plains, Ohio 45780
 Phone: (740) 592-6006



Transportation & Facilities
 9033 Lavelle Road
 Athens, Ohio 45701
 Phone: (740) 594-7489



Early Intervention Highlights

Caseload as of April 13, 2023:

Total: **12**

Additions: **2**

Exits: **0**

Evaluations/Assessments for February 2023:

Eligibility Evaluations: **1**

Redeterminations: **0**

Trainings and/or Meetings Attended:

- Monthly Meeting with Arian: 3/29/2023
- Weekly EI Team Meeting: 3/20, 3/27, 4/3/2023
- ACBDD Finance Meeting: 4/6/2023

Respectfully Submitted,
Jodi Mitchell
Developmental Specialist



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Transition Services

"Planning Early for Tomorrow's Dream"

Athens County Board of Developmental Disabilities (ACBDD)
Board Report-March 2023



Doug Mitchell
Transition Coordinator

Transition Services

- Transition services are provided to individuals who are enrollees of the ACBDD.
- Individuals served are ages 14- 21.
- Serve Athens, Alexander, Beacon, Federal Hocking, Nelsonville-York, New Story, Trimble, Tri-County Career Center schools.
- Transition Coordinator will attend IEP meetings upon invitation.
- Transition Coordinator connects and coordinates services for families and students.
- Transition Coordinator reports to the assistant superintendent and is located at Beacon School.
- Transition Coordinator works in conjunction with Integrate Athens, SSA Department, PersonnelPlus and Beacon School.
- Transition Coordinator is available for community presentations.

Transition Focus Areas

While transition services are person centered, the new transition process will offer students and families 4 focus areas to choose from. It may be that more than one focus area is chosen or that a student moves from one focus area to another. The purpose of the focus areas is to help students and families know what services are available and how to access them. These areas are highlighted in the new transition booklet. The 4 focus areas are:

1. Independent Living Skills, 2. Working Skills, 3. Education/Training, 4. Getting to Know Your Community.

Transition Services-March 2023-Numbers Served And School Districts

48 The number of transition-age youth that have been identified and are either participating or are in process of receiving transition services.

8 students attend **Athens City Schools**

12 students attend **Beacon School**

9 students attend **Tri-County Career Center**

11 individuals **do not attend school**

1 student attends **New Story School**

2 students attend **Federal Hocking School**

3 students attend **Trimble Local**

0 students attend **Nelsonville-York**

2 students attend **Alexander School**



ACBDD Transition Services March 2023

Zonez-Partnering with ACBDD-Beacon School Transition Students

On March 29, 2023, several young adults from Beacon School visited the local business, Zonez. Students were introduced to the overall operation of the printing business. Owner, Dave Kasler and his associate, Dan took the students on a tour of the business where they were able to see how printing posters and other materials were made. In addition, the students were able to help make their own Beacon Rays T-shirt. Each participant with the assistance of Dan was able push the button on the heat transfer machine that imprinted their T-shirt, donated by Zonez. The students also took turns asking questions about the business and what it would be like to work there.



ZONEZ



(Above) Bobby is learning the process of printing T-shirts. (Right) Bobby proudly displays his finished product - Beacon Rays T-shirt.

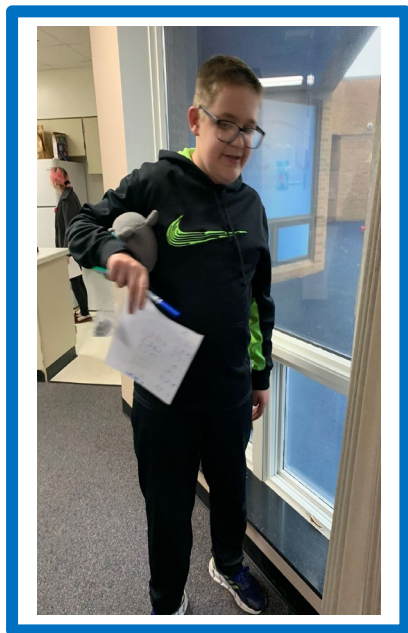


Peyton is very pleased to receive his T-shirt "hot off the press" from Dan, while he shows staff, Tami Harter.

Teen Time



Beacon staff, Anna, and Dan, from Zonez, give Kat her new Beacon Rays T-shirt.



(Left) Cam participates in the March Teen-Time, which featured a fun scavenger hunt. (Right) Kyle pursues items on his list and Emily (in background) is close behind.



Teen Time returned after taking some time off to gather input from those eligible to attend, as well as their families. In February, Teen Time Coordinator India Mitchell, Transition Coordinator Doug Mitchell, and Assistant Superintendent Arian Smedley developed and sent out a survey asking possible attendees about their preference regarding the Teen Time event, such as day of the week, length of each event, location and other preferences. Teen Time is now scheduled for Fridays from 4:00 p.m.- 5:00 p.m. each month. The next Teen Time is scheduled for Friday, April 21, 2023 at Beacon School. The RSVP form must be completed by Friday, April 14, 2023. This will assist us with our planning. Another option is completing our online form, which can be found on the ACBDD's Facebook page or located at <https://forms.gle/TudAbnLhTtFuZZcF6>. For more Information, please contact India Mitchell, Teen Time Coordinator, at imitchell@athenscbdd.org or 740-541-9606, ext. 221.

(From left to right) Arian Smedley, Assistant Superintendent; India Mitchell, Teen Time Coordinator; and Doug Mitchell, Transition Coordinator for the Athens County Board of Developmental Disabilities at the DD Awareness Fest.

UPDATES-Serving Transition-Age Students And Families March 2023

- | | |
|---------|---|
| 3/7/23 | Met with Beacon student and guardian to talk about referring the student to OOD. |
| 3/7/23 | Met with Beacon student for the "OOD Kick Off" meeting to start services with the vendor. |
| 3/7/23 | Met with Beacon student and mom for OOD Intake meeting. |
| 3/8/23 | Attended IEP meeting for Beacon student from the Young Adult Class. |
| 3/10/23 | Attended job interview for Beacon student. |
| 3/20/23 | Met with Capabilities Job Coach to provide orientation for Beacon student starting a new job. |
| 3/21/23 | Met with "New Story" student and mom to advise them regarding OOD services. |
| 3/22/23 | Met with Beacon student and team for final IEP. |
| 3/23/23 | Met with Trimble student and mom for OOD kick off meeting. |

3/23/23 Met with Beacon School parent to discuss next steps for their child.
3/27/23 Participated in Beacon School Advocacy Day.
3/29/23 Organized and attended Business Field Trip at Zonez for Beacon students.
3/29/23 Attended last IEP meeting for Beacon School student.
3/30/23 Attended last IEP meeting for Beacon School student.
3/31/23 Met with Beacon student and mom to support them in OOD Intake meeting.
3/31/23 Assisted with "Teen Time" event.

Transition-Collaborating With ACBDD Departments And County/State Agencies March 2023

3/8/23 Attended OOD/SOCIL Leadership Forum meeting.
3/21/23 Participated in Disability Awareness Festival.
3/22/23 Participated in Planning Committee meeting for Beacon School Advocacy Day.
3/22/23 Participated in Tri-County Career Center Advisory Council meeting.
3/30/23 Met with SSA for an update on transition caseload.
3/30/23 Conducted monthly transition meeting with various ACBDD departments.



Transition Services
Planning Early for Tomorrow's Dream
Doug Mitchell, Transition Coordinator



Athens County Board of Developmental Disabilities

Financial Overview

Who Are We?

- The Athens County Board of Developmental Disabilities is the local county agency that funds and oversees services for Athens County residents with developmental disabilities
- As a local governmental agency, our funds are held by the county and all transactions (both revenue and expenses) flow through the county Auditor/Treasurer systems
- Local government offices (Auditor, Treasurer, Commissioners, etc.) are very important partners of ours. We work closely with them every day. Without their help, we could not operate.

Where does our money come from?

We have multiple revenue sources:

Levies (based on property taxes)

Grants

Reimbursements and Refunds

Gifts and Donations

Other Revenue

Levies

Our levy collections total roughly \$8.2m per year. This accounts for 76% of our total annual revenue.

We have four levies running currently: one termed levy that will expire in 2026, and three continuing levies.

Grants

Our annual revenue from grants total roughly \$2m per year. This accounts for 19% of our total annual revenue.

We receive the most grant money from these categories:

- Department of Education funding for students at Beacon (8%)

- Targeted Case Management (7%)

- Medicaid Administrative Claims (2%)

Other Revenue

The other 5% of our revenue comes from reimbursements, refunds, gifts, donations and other miscellaneous sources.

The two largest contributors to these revenue categories are the payments we receive from DODD for Medicaid waiver reconciliation, and for the Medicaid Cost Report Settlement.

Where does our money go?

Our expenses fall under the following categories:

Direct Services for Individuals with Developmental Disabilities

Staffing

Contract Services

Grounds and Building Costs

Other / Miscellaneous Costs

Direct Services

ACBDD spends roughly \$2.4 million on direct services to individuals with developmental disabilities, or 24% of total expenses. These can be broken down by:

Waiver costs	-	\$1.9 million
Supported Living	-	\$470k
FSS	-	\$50k

Staffing

ACBDD spends roughly \$6.1 million on staffing, which amounts to about 61% of total expenses. These can be broken down by:

Salaries	-	\$4.0 million
Insurance	-	\$1.5 million
Medicare/PERS-STRS	-	\$638k

All Other Expenses

The remaining 15% of our budget is broken down by:

Contract Services	-	\$639k
Grounds and Building	-	\$728k
Other	-	\$337k

Fund Accounting

We use “Fund Accounting” to keep track of our money. Almost all of our money goes into and comes out of one fund called the “General Fund”. We get direct deposits, we receive grant money, we pay-in physical checks, etc. and all of that money is lumped together in one account (or fund).

Additionally, we have a Capital Expenditure Fund that we can only use to pay for Capital Expenses (new roof, a new building, school buses, etc.).

Program Level Accounting

Having only one General Fund is not very helpful if you want to breakdown where your money goes and where it is coming from. So we also apply Program Level Accounting to our finances so we can keep track of things on a closer level.

Program Level Accounting

Our Program Level finances are separated into the following programs:

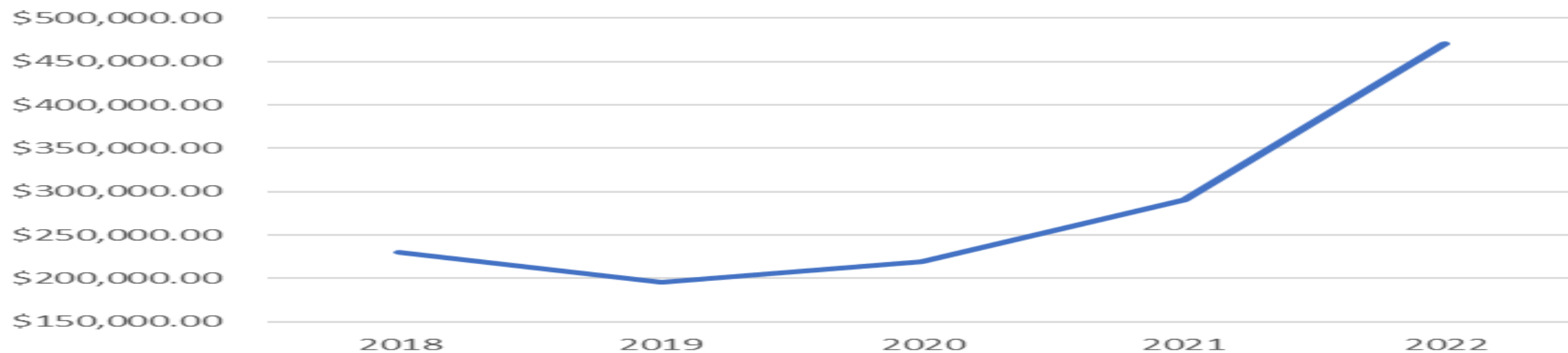
Beacon School
Integrate Athens
Personnel Plus
SSA
Transportation
Building Services
Board Admin
Info Systems
HR

2022 Actuals		Expenses		2022 Actuals		Revenue
School		\$ 1,558,719		School		\$ 874,463
Integrate Athens		\$ 117,648		Integrate Athens		\$ -
Personnel Plus		\$ 390,507		Personnel Plus		\$ 90,382
SSA		\$ 3,765,481		SSA		\$ 1,144,401
Transportation		\$ 312,383		Transportation		\$ 86,682
Building Services		\$ 335,266		Building Services		\$ 650
<i>Insurance/Benefits</i>		\$ 2,481,918		<i>Levy Collections</i>		\$ 8,240,134
<i>Transition</i>		\$ 76,349		<i>All other Admin Revenue</i>		\$ 419,294
<i>MUI</i>		\$ 103,319				
<i>Liability / Property Insurance</i>		\$ 39,830				
<i>Tax Settlement Fees</i>		\$ 164,157				
<i>All other Admin Costs</i>		\$ 710,806				
Board Administration		\$ 3,576,379		Board Administration		\$ 8,659,428
Info Systems		\$ 129,428		Info Systems		\$ -
HR		\$ 3,980		HR		\$ -
Capital Projects		\$ 98,612		Capital Projects		\$ -

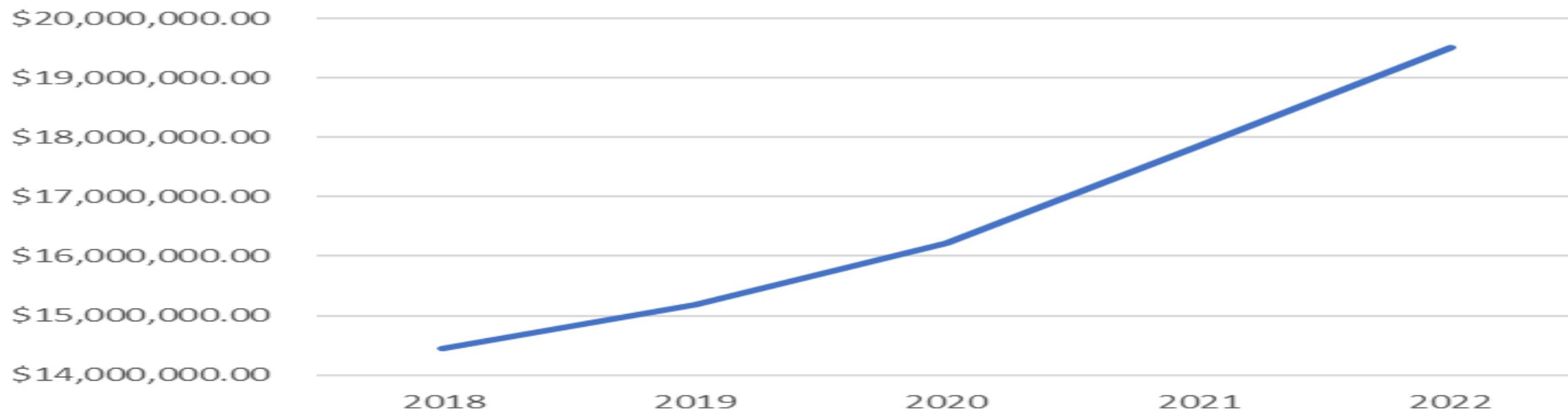
What Does Our Fiscal Future Look Like

Most costs are somewhat controllable and predictable (like salary increases, utility bill increases, infrastructure costs). However, the services we provide directly to individuals through the Medicaid Waiver system and the locally funded supportive living system have been growing at a rapid rate.

Supported Living



Waiver Authorized Costs



What Does Our Fiscal Future Look Like

Athens CBDD, and the SSA Department in particular, have worked hard to address these increased costs. There is a Cost Review Committee that meets weekly to discuss and consider requests for Supported Living, and the SSA Director is facilitating Healthy Futures Workgroup meetings to address our waiver costs.

At the end of the day though, we serve individuals with complex needs which result in the need for comprehensive (and thus costly) services.

What Does Our Fiscal Future Look Like

Our forecasted costs due to the waiver system and required supported living services are unpredictable. The only thing we know is that these costs are rising, and will continue to rise.

Unfortunately our revenue does not automatically adjust due to these rising costs. We can not control how much we receive in state funding for Beacon students, or the TCM rate, or the majority of other details on the revenue we receive.

What Does Our Fiscal Future Look Like

This means, in summary, that increased costs over time will eclipse the amount of revenue we bring in. And since levy collections result in 82% of our revenue, our fiscal health has been and will continue to be tied directly to that support from our community.

Fortunately our community support is strong so we do not anticipate the loss of any current financial support. It is imperative however that we maintain a positive public reputation and image to ensure our local community continues with the responsibility of helping fund our system.

Questions?

Scott Zielinski

Director of Finance

szielinski@athenscbdd.org

740-541-8473



Our Board

We are grateful to the ACBDD’s Board Members. These individuals are well respected in our community. They volunteer an enormous amount of time and energy ensuring people with intellectual and developmental disabilities receive the highest quality of services in Athens County.

						
Margaret Demko Board President	Dr. Jason Jolley Board Vice President	Pam Bond Board Secretary	Dr. Leonard Allen Board Member	Dr. Carolyn Bailey Lewis Board Member	Katie Conner Board Member	Barry Oches Board Member

Our Superintendent

We thank the Athens County community for supporting the ACBDD. This past year, we continued to help over 700 individuals with developmental disabilities stay safe, achieve their dreams, and live their fullest life possible.

Throughout 2022, the ACBDD focused on slowly transitioning back to life pre-COVID-19. We were thrilled to resume all in-person programming and start new ones.

In addition, we explored creative ways to address the DSP crisis, expanded our Transition Services, and continued to serve individuals with intellectual / developmental disabilities and their families.


We are grateful for our staff for their dedication to our mission and vision. And we are grateful to Athens County residents for their continued support of what we do.



In the fall of 2022, we were fortunate to host a visit from the Ohio Department of Developmental Disabilities Director Kimberly Hauck. We spent time discussing the future of our field, we held a Q&A forum for our SSA department, and we ended with an Open House so advocates, providers, and others in the community could meet with the new director. The conversations were insightful and productive. We appreciated the director visiting and learning more about Athens County.

Ken R Davis

Front cover: SSA Sara Pelfrey poses with student Shayann during Teen Time, the ACBDD’s new social club for enrollees who are age 13-21.



In the spring of 2022, the ACBDD partnered with Tri-County Career Center and local providers to launch the DSP Readiness Program. The goal was to introduce high school students to the Direct Support Professional (DSP) and developmental disabilities fields and have them complete the Basic DSP certification. They concluded the series by participating in a job shadow experience with local providers. Here Emily, a Tri-County student, helps Marsha get a pet rabbit during a job shadow experience with the day program at Sech-Kar.

About Our Agency

Since its inception in 1957, the ACBDD has provided individuals opportunities to learn, grow, and enrich their lives. We provide quality services by assessing individual needs and creating individual plans. We help to integrate individuals with developmental disabilities into their community as valued citizens.

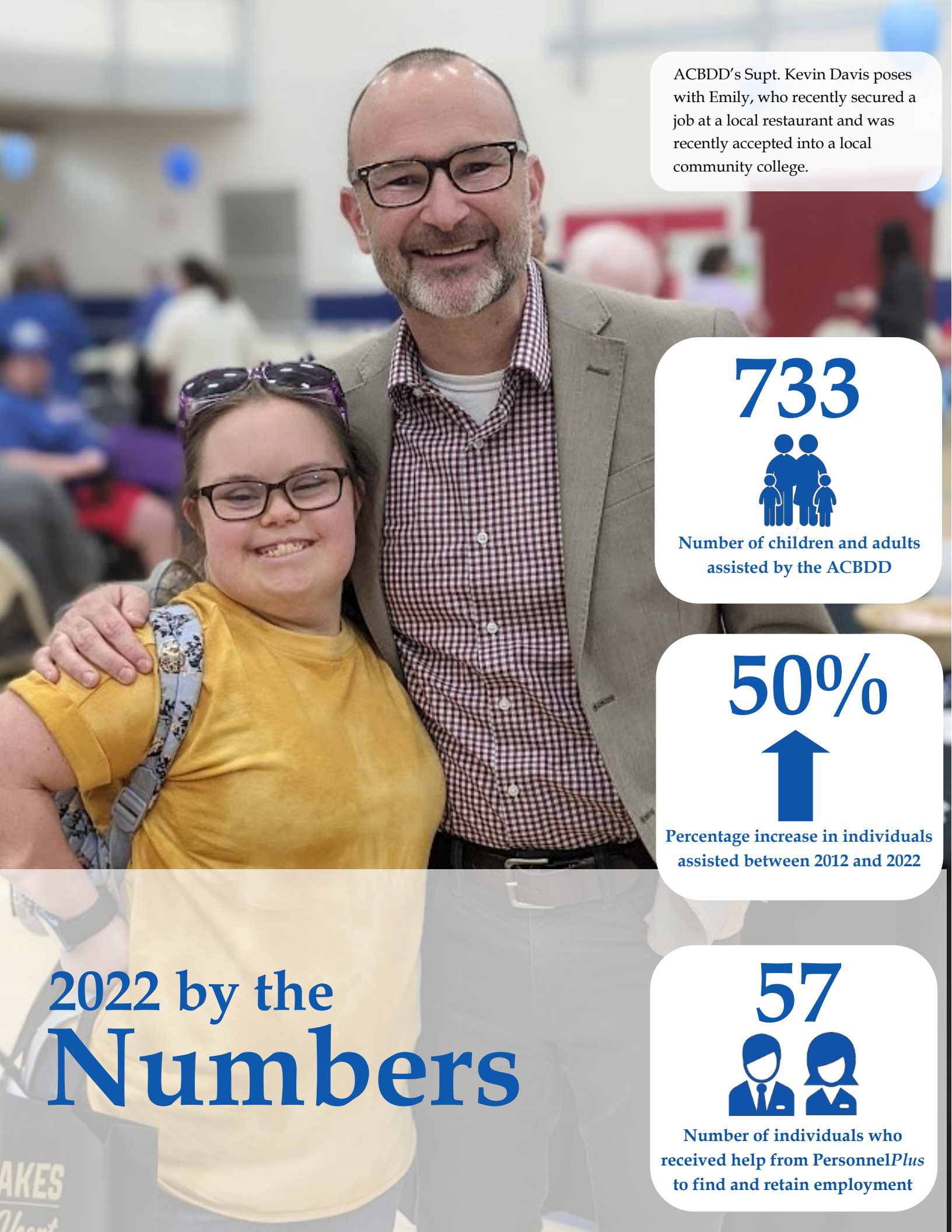
Our Mission & Vision

Our mission is to serve our community with compassion, innovation and transparency.

Our vision is an integrated and inclusive Athens County.

Our Core Values

Respecting Everyone
Spending Responsibly
Thriving Communities
Working Together
New Ideas
Openness
Honesty
Reliability



ACBDD's Supt. Kevin Davis poses with Emily, who recently secured a job at a local restaurant and was recently accepted into a local community college.

733



Number of children and adults assisted by the ACBDD

50%



Percentage increase in individuals assisted between 2012 and 2022

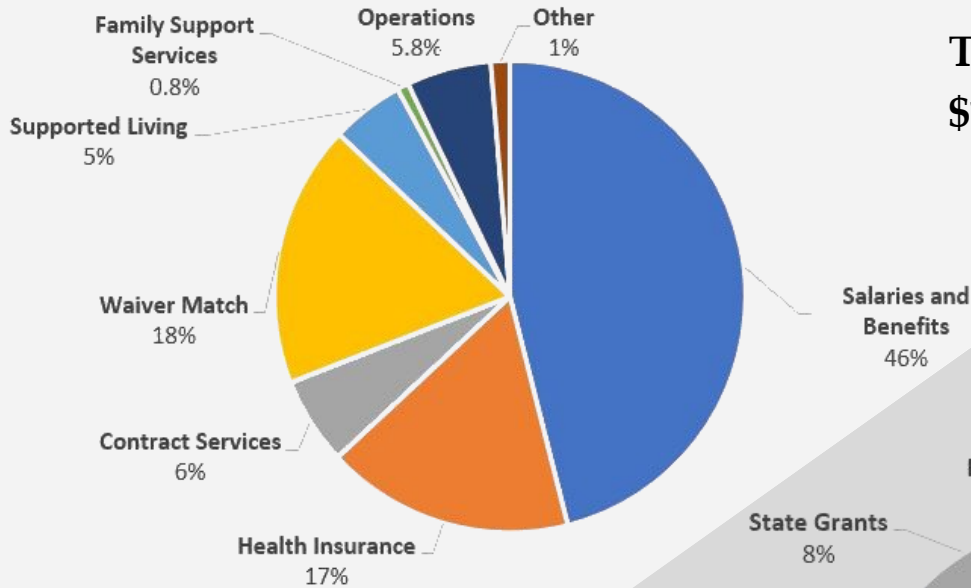
2022 by the Numbers

57

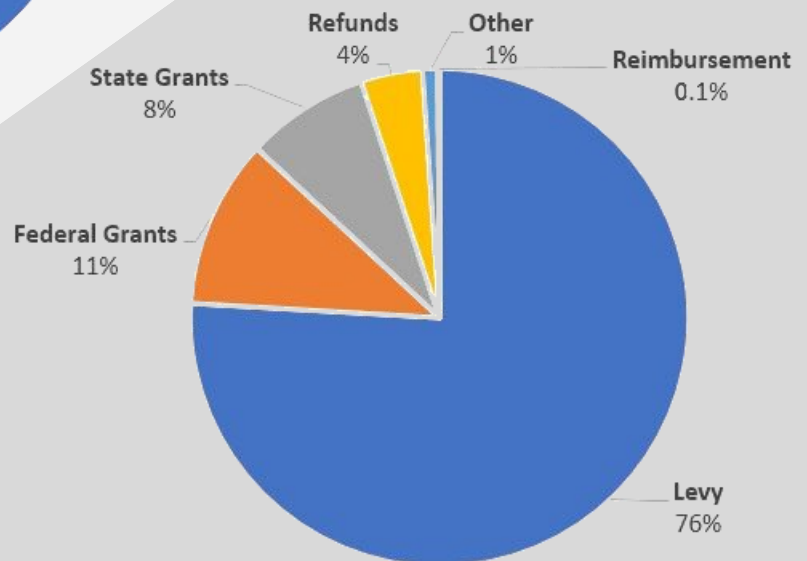


Number of individuals who received help from PersonnelPlus to find and retain employment

2022 by the Numbers



Total Revenue
\$10,856,005.01



447



Number of those receiving case management services through the Service & Support Division

56



Number of young people age 3-21 who are enrolled in Preschool or Beacon School

48



Number of youth between the ages of 14-21 who receive Transition Services to help them prepare for life after graduation

2022 by the Numbers

For the sixth year, the ACBDD partnered with Ohio University's Kids on Campus to host Beacon Summer Camp, which in 2022 supported 41 youths for five weeks.

In 2022, based on completion of the standardized needs assessment, six individuals were enrolled in Medicaid funded waivers to meet their needs. Additionally, the agency added two new waivers for individuals leaving an ICF/DC, and three waivers were transferred from another county. The projected annualized cost is as follows (based on average waiver costs, per individual): Individual Options (\$119,871); Level One (\$16,913); and SELF (\$34,020).



45



Number of children from birth through age 3 participating in Early Intervention

217



Number of individuals supported to live safely in their chosen community setting

92

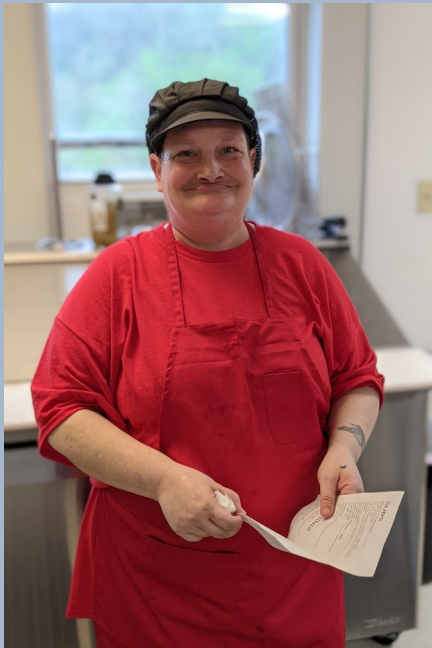


Number of partners working with Integrate Athens on inclusive opportunities

The ACBDD In 2023 and beyond

In the years to come, we will continue to work toward our vision of creating an integrated and inclusive Athens County. Specifically, we plan to focus on these areas:

Employment



We will continue to evolve the employment services arm of the agency to support or prepare individuals seeking employment or who are already employed. In addition, we will support other agencies who also offer supported employment services through training and technical assistance.

HCBS



In 2023, the ACBDD anticipates enrolling up to eight individuals to receive home and community based waiver services (HCBS). These services will be phased in based on the assessed need of the individual and the use of the free choice of provider process.

Other Inclusion Efforts



We will continue to serve all ages in connecting to their community. We will do this through relationship building and supporting community partnerships and collaboration. This includes working to expand inclusive experiences, promote leadership opportunities, and support our community in working toward accessibility and inclusion.

The Nelsonville-York Buckeyes varsity volleyball team, individuals who attend the Sech-Kar Company's adult day program and others pose after a game. This group developed a special friendship during the last season.



1

Bid Opening Meeting April 25, 2023

Present:

Scott Zielinski *Phill Griffith*

Chris Linscott (ACBDD), Scott Zielinski (ACBDD), Phill Griffith (Kramer Engineers), Kevin Davis (ACBDD)

Danny Wilfong (FoamCoat Roofing and Coatings, Inc.)

Chris Linscott

Kevin Davis

Bids received:

FoamCoat Roofing and Coatings, Inc.

PO Box 149

Davisville, WV 26142

Stamped: 4/5/2023 1:45 p.m.

The Athens Messenger

Affidavit of Publication
The State of Ohio
Athens County SS

ATHENS COUNTY BOARD OF DD
CAROL JANES-TINKHAM
801 W UNION ST
Athens, OH 45701

Account: 804098
Ticket: 684793
RE: Beacon School Roof Replacement

Before, the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Tom Leake, Who being first duly sworn, deposes and says: that he is the Agent of The Athens Messenger, published, issued and entered as second class mail in the city of Athens: that he is authorized to make this affidavit and sworn statement: that the notice or other legal advertisement, a true copy of which is shown here to, was published in The Athens Messenger on the following date(s): 04/01/23, 04/08/23, 04/15/23

Tom Leake

Signature of sworn person above

Sworn to and subscribed before me this 4/17/23

Adam Calhoun

Signature of Notary Public

Cost of Notice: \$314.50
Published on: 04/01/2023, 04/08/2023, 04/15/2023

The Athens Messenger
9300 Johnson Rd.
P.O. Box 4210
Athens, OH 45701

FED ID 61-1731416

LEGAL NOTICE
Beacon Schools Roof Replacement
Athens County Board of Developmental Disabilities
801 West Union Street
Athens, Athens County, Ohio

BIDS DUE: Tuesday April 25, 2023, at 2:00 p.m., at Beacon Schools, Administration Offices 801 West Union Street, Athens, Ohio 45701 when all Bids will be publicly opened and read aloud. Bid tabulations will be posted no later than 5:00 p.m. on the day bids are opened.

EDGE Participation Goal: Not required on this Project.
PREVAILING WAGE Rates requirements are applicable to this Project.
EQUAL EMPLOYMENT OPPORTUNITY Requirements are applicable to this Project.
DOMESTIC STEEL Use as Required Per Code Section 153.011.

CONTRACT	ESTIMATED COST
Prime Contract	\$600,000.00
Construction Allowance	\$45,000.00
Unit pricing per square foot for damaged areas	\$28.50

PRE-BID MEETING: Wednesday, April 12, 2023, at 10:30 a.m. until approximately 11:30 a.m., at Athens County Board of Developmental Disabilities, Beacon School Site, 801 West Union Street, Athens, Ohio 45701. The walk through will start in the main entrance lobby. All those wishing to bid are strongly encouraged to attend.

Addenda:
Addenda will be issued to all known plan holders registered at Key Blueprints. No addenda will be issued after 11 o'clock a.m., Wednesday, April 19, 2023, unless a bid extension is included.

BID DOCUMENTS: The Contract Documents are available for purchase from Key Blueprints, 195 E Livingston Ave, Columbus, OH 43215, Phone: (614) 228-3285, website: www.keycompanies.com. All Contract Documents and shipping costs are at the requestor's expenses.
Athens Messenger
684793
4-1,8,15



3

Document 00 41 13 - Bid Form (General Contracting Project)
State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by the Athens County Board of Developmental Disabilities at 801 West Union Street Athens, Ohio 45701 for:

Project
Beacon Schools Roof Replacement
at

Athens County Board of Developmental Disabilities
801 West Union Street
Athens, Ohio 45701
Athens County
for the

Athens County Board of Developmental Disabilities

The time for Substantial Completion of all Work is **90** consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
<u>1</u>	<u>13 April 2023</u>
<u>2</u>	<u>19 April 2023</u>
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The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package 101 – GENERAL CONTRACT

BASE BID (Including Allowances and Subtotal of Unit Price Extensions above):

ALL LABOR AND MATERIALS, for the sum of \$ 551,000.00

Sum in words: Five Hundred Fifty One Thousand Dollars

 and /100 dollars.

CONSTRUCTION ALLOWANCE (note on sheet A101)

Allowance A-101

\$45,000

This allowance SHALL NOT be carried in the base bid. It is a construction allowance that must be listed on the schedule of values on forms G710 and G702. It is hereby filled out automatically for the bidding contractor.

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Beacon Schools Roof Replacement

Alternate G1: To provide for the interior parapet walls a metal coping cap per Carlisle Detail F-3C "cross Section A" in lieu of base bid continuous SPF insulation (without metal cap). Reference Coded Note 01, Drawing Sheet 1.

ALL LABOR AND MATERIALS, for the sum of \$ 19,800.00

Sum in words: Nineteen Thousand Eight Hundred Dollars
_____ and _____ /100 dollars.

Alternate G2: To raise existing low-profile plumbing vents to 8" minimum above the top of the new roofing. Reference Coded Note 05, Drawing Sheet 1.

The probable cost estimate is \$7850.00.

ALL LABOR AND MATERIALS, for the sum of \$ 9,200.00

Sum in words: Nine Thousand Two Hundred Dollars
_____ and _____ /100 dollars.

Unit Price 1: The cost to remove and provide 1 SF of replacement SPF insulation the full depth of the system (approximately 3"). This cost will be used to provide for additional wet or damaged insulation and/or for the credit of the required base bid insulation quantities as indicated in Coded Note 1A, Drawings Sheet 1 and the referenced "PEMCO THERMAL REPORT - 02-28-23".

The probable cost estimate is \$28.50 per square foot.

ALL LABOR AND MATERIALS, for the sum of \$ \$28.50 per sq ft

Sum in words: _____
_____ and _____ /100 dollars.

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Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

1. Principal business location of Contractor:

Address

City, State, Zip

- Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

- Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

**COMMITMENT TO PARTICIPATE
IN THE
EDGE BUSINESS ASSISTANCE PROGRAM**

Bidder: Mark only one option.

Use "✓" or "X" to mark option included in Bid

If marking Option B, also show percentage of proposed participation.

___ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully-completed **Bidder's Qualification Form**, including an **EDGE Affidavit** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option B (also indicate percentage – see text)**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* _____ **percent of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

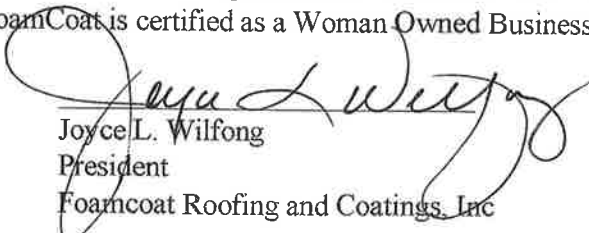
Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed **Demonstration of Good Faith** form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed **Bidder's Qualification Form**, including an **EDGE Affidavit** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

We contacted the Edge Program Advisor and were told that since the Principle owner was not a resident of the State of Ohio we could not be qualified as Edge certified. We do not have any subcontractors for this project either. FoamCoat is certified as a Woman Owned Business in the State of West Virginia.


Joyce L. Wilfong
President

Foamcoat Roofing and Coatings, Inc

DSP Retention Payment Program

The Board will continue the 6.5% DSP retention payment that will cease when the Public Health Emergency ends later this year. In addition to continuing this 6.5% increase, the Board also agrees to increase the retention payment by the percentage needed to make it a \$1 an hour increase as originally committed. This additional amount needed to make the \$1 whole again will be approximately \$45,394 a year.

County	Total Retention Bonus Program Cost	Local Match Required for Retention Program (36%)	Total Cost of \$1/hr Increase	Local Match Required for \$1/hr Increase (36%)	Total Cost Increase to \$1/hr from Retention Program	Local Match Increase to \$1/hr from Retention Program (36%)
Athens	\$1,000,917	\$360,330	\$1,127,011	\$405,724	\$126,094	\$45,394