

# Clark County Board of Developmental Disabilities Agenda



*Mission Statement: Empowering people throughout their lifetime, to achieve their fullest potential.*

**Tuesday, 12/20/2022 5:15 p.m.  
Buckeye Conference Room.**

1.	Call to Order	President called the meeting to order at	p.m.																												
2.	Roll Call	In attendance were: <input type="checkbox"/> Brad Boyer <input type="checkbox"/> Darrell Jackson <input type="checkbox"/> Becky Carden <input type="checkbox"/> Andy Irick <input type="checkbox"/> Carmen Miesse <input type="checkbox"/> Eddie Ford <input type="checkbox"/> Rita Marshall																													
	Others in Attendance:																														
3.	Introduction of Visitors																														
4.	Approval of Agenda	Motion to approve the Agenda as presented. – <b>Action Needed</b>		1 2																											
5.	Approval of Minutes	Motion to approve the Minutes of the November 15, 2022 Board Meeting as presented. – <b>Action Needed</b>		1 2																											
6.	Financial Reports	<table border="1"> <thead> <tr> <th>November 30, 2022</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$681,507.11</td> <td>\$423,558.04</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$264,949.95</td> <td>\$ 534.99</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$288,033.38</td> <td>\$530,009.27</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 54,313.44</td> <td>-</td> </tr> <tr> <td>Donation Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bequest Fund</td> <td>-</td> <td>\$ 249.50</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Totals</td> <td>\$1,288,803.88</td> <td>\$ 954,351.80</td> </tr> </tbody> </table>		November 30, 2022	Expenditure	Revenue	General Fund	\$681,507.11	\$423,558.04	Community Residential Fund	\$264,949.95	\$ 534.99	FF Mueller Center Fund	\$288,033.38	\$530,009.27	Capital Improvement Fund	\$ 54,313.44	-	Donation Fund	-	-	Bequest Fund	-	\$ 249.50	Medicaid Reserve Fund	-	-	Totals	\$1,288,803.88	\$ 954,351.80	1 2
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8.	Old Business - None																														
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TAC Agreement	Janitorial Services	\$16.30 per hour	12/21/2022 – 12/31/2023													
<b>Action Needed:</b>																
	b.	Resolution	<p><b>Resolution 1: Then and Now Payments: Calendar Year 2023</b></p> <p>Approve the payment of bills and issuance of warrants of payment of those obligations for the Clark County Board of Developmental Disabilities that do not receive proper certifications, but will be certified by the County Auditor, pursuant to ORC and that the said funds are encumbered appropriated and available for said obligations for the period of January 1, 2023 through December 31, 2023</p> <p style="text-align: center;"><b>Resolution 2: Match commitment for Medicaid Services Calendar year 2023:</b></p> <p>Resolved that The Clark County Board of Developmental Disabilities will use up to \$7,737,000 in Calendar year 2023 to pay for the non- federal share of services required by Section 5126.057(A) of the Ohio Revised Code. This amount shall be adequate to assure that Medicaid Services will be available in the county in a manner that conforms to all state and federal laws.</p> <p style="text-align: center;"><b>Resolution 3: Budget 2023</b></p> <p>Motion to approve 2023 budget as presented – <b>Action Needed:</b></p>	1 2												
	c.	Behavior Support	Motion to approve changes to the Behavior Support Policy – <b>Action Needed</b>	1 2												
	d.	Strategic Plan Extension	Motion to approve Strategic Plan Extension as presented – <b>Action Needed</b>	1 2												
10.	<b>Superintendent’s Report Bagnola</b>		Motion to approve Superintendent’s Report as presented. <b>Action Needed</b>	1 2												
11.	<b>Communications</b>															
12.	<b>Comments from the Board Members</b>															
13.	<b>The Next Meeting</b>		The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, January 17, 2023</b> 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.													
14.	<b>Adjournment</b>		Motion to adjourn the meeting at p.m. - <b>Action Needed</b>	1 2												

# Clark County Board of Developmental Disabilities Minutes

Mission Statement: Empowering people throughout their lifetime, to achieve their fullest potential.



Tuesday, 11/15/2022 5:15 p.m.  
Buckeye Conference Room.

1.	Call to Order	President called the meeting to order at 5:17 p.m.																													
2.	Roll Call	In attendance were: <input checked="" type="checkbox"/> Brad Boyer <input checked="" type="checkbox"/> Darrell Jackson <input checked="" type="checkbox"/> Becky Carden <input checked="" type="checkbox"/> Andy Irick <input checked="" type="checkbox"/> Carmen Miesse <input checked="" type="checkbox"/> Eddie Ford <input checked="" type="checkbox"/> Rita Marshall																													
	Others in Attendance:	Cherie L., Will B., Marty F., Ravi S., Scott J., Rachelle M., Scott A., Carlissa P., Misty T., Shannon C.,																													
3.	Introduction of Visitors	Franks Research Group, Shannon Hall, Julie Holland, Leadership Associates																													
4.	Approval of Agenda (with Flexibility)	Motion to approve the Agenda with Flexibility – <b>Action Needed: Motion Approved</b>		1 B. Boyer 2 B. Carden 7 Ayes 0 Nays																											
5.	Approval of Minutes	Motion to approve the Minutes of the October 18, 2022 Board Meeting as presented. – <b>Action Needed: Motion Approved</b>		1 C. Miesse 2 D. Jackson 7 Ayes 0 Nays																											
6.	Strategic Plan Presentation	Presentation by Franks Research Group regarding its proposal for facilitating our strategic planning process - Informational																													
7.	Financial Reports	<table border="1"> <thead> <tr> <th>October 31, 2022</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$1,021,664.43</td> <td>\$852,868.32</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 388,877.07</td> <td>-</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 250,561.04</td> <td>\$ 15,649.00</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 890.46</td> <td>\$300,000.00</td> </tr> <tr> <td>Donation Fund</td> <td>-</td> <td>\$ 2,400.00</td> </tr> <tr> <td>Bequest Fund</td> <td>-</td> <td>\$ 202.48</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td><b>Totals</b></td> <td><b>\$1,661,993.00</b></td> <td><b>\$1,171,119.80</b></td> </tr> </tbody> </table>		October 31, 2022	Expenditure	Revenue	General Fund	\$1,021,664.43	\$852,868.32	Community Residential Fund	\$ 388,877.07	-	FF Mueller Center Fund	\$ 250,561.04	\$ 15,649.00	Capital Improvement Fund	\$ 890.46	\$300,000.00	Donation Fund	-	\$ 2,400.00	Bequest Fund	-	\$ 202.48	Medicaid Reserve Fund	-	-	<b>Totals</b>	<b>\$1,661,993.00</b>	<b>\$1,171,119.80</b>	1 R. Marshall 2 B. Boyer 7 Ayes 0 Nays
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		Motion for financial as presented: <b>Action Needed: Motion Approved</b> Ravi presented the October 31, 2022 financials to the board.																													
8.	Board Committees – Personnel committee met prior to board meeting. Minutes will be at the December board meeting.																														
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			Motion for contracts as presented: <b>Action Needed: Motion Approved</b>	
	b.	OACB Delegate	Motion to nominate an OACB Delegate and Alternate for the Annual Meeting in December. <b>Action Needed: Motion Approved</b> Rita Marshall will be the OACB delegate and Brad Boyer is the alternate.	1 E. Ford 2 C. Miesse 7 Ayes 0 Nays
	c.	Review MUI Data and MUI Training	Review MUI Data and MUI Training: Presented by Gretchen Hovda, this was an hour half training for the board members.	
12.	<b>Strategic Plan Presentation</b>		Presentation by Strategic Leadership Associates regarding its proposal for facilitating our strategic planning process - Informational	
13.	<b>Superintendent's Report Bagnola</b>		Motion to approve Superintendent's Report as presented. <b>Action Needed: Motion Approved</b> OACB is November 30 – December 2, 2022. It will be in person and also virtual. Mueller Director hired – Shrundrick Parker will be the director of Mueller. Shrundrick has been with us for awhile and will be mentored by Nancy Banks for the next few weeks. Shrundrick really knows each person at Mueller.	1 R. Marshall 2 D. Jackson 7 Ayes 0 Nays
14.	Executive Session		Motion to enter into Executive Session for the purposes of considering the sale of property and to review the results of current collective bargaining in which the Board has been involved- <b>Action Needed: Motion Approved</b> The board entered into executive session at 7:01pm.  <input checked="" type="checkbox"/> Andy Irick <input checked="" type="checkbox"/> Brad Boyer (excused) <input checked="" type="checkbox"/> Carmen Miesse <input checked="" type="checkbox"/> Darrell Jackson <input checked="" type="checkbox"/> Becky Carden <input checked="" type="checkbox"/> Eddie Ford <input checked="" type="checkbox"/> Rita Marshall	1 C. Miesse 2 B. Boyer 7 Ayes 0 Nays
a.	Continued New Business		<b>Action as Needed</b> , based on the result(s) of discussions occurring in Executive Session: <b>Motion Approved</b> The Board exited executive session at 7:21 pm. Discussion was held on the following issues.  1 – <b>Personnel Issue:</b> Renegotiated Teamster Collective Bargaining Agreement. Cherie reviewed the changes. Motion was Made by Darrell Jackson and seconded by Carmen Miesse to approve the changes and submit them to the County Commissioners. Motion carried.  2 – <b>Personnel Issue:</b> Cherie and Will recommended to the board to authorize the Superintendent to exercise flexibility in order to create appropriate positions in FFM Mueller Center and adjust the organizational structure and salary schedule as needed for a period of time to accommodate the recruitment of the most qualified management candidates. Darrell Jackson made the motion to approve. Rita Marshall seconded. Motion carried.  3 – <b>Sale of Property:</b> Will introduced the submission of an offer for the Leffel Lane property for \$875,000. Discussion was held on the implications. Brad Boyer made the motion to accept the offer. Rita Marshal seconded. Motion carried.  4 – <b>Engaging a Consultant for Strategic Planning:</b> Discussion as to the need for an outside consultant and which consultant to engage was held. Motion was made by Eddie Ford to engage an	1 D. Jackson 2 C. Miesse 7 Ayes 0 Nays  1 D. Jackson 2 R. Marshall 7 Ayes 0 Nays  1 B. Boyer 2 R. Marshall 7 Ayes 0 Nays  1 E. Ford 2 B. Boyer 6 Ayes 1 Nays

		<p>outside consultant. Brad Boyer seconded. Motion was carried by six members. Darrell Jackson dissented. A second motion was made by Eddie Ford to engage <i>Strategic Leadership Associates</i> with the exception of Phase III; the cost then being \$21,500. Brad Boyer seconded. Motion carried by six members. Darrell Jackson dissented.</p> <p>Carmen Miesse made a motion to dismiss the Board Meeting. Darrell Jackson seconded. Meeting was adjourned at 7:59 pm.</p>	
15.	<b>Communications</b>		
	▪		
16.	<b>Comments from the Board Members</b>		
17.	<b>The Next Meeting</b>	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on <b>Tuesday, December 20, 2022</b> 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.	
18.	<b>Adjournment</b>	Motion to adjourn the meeting at 7:59 p.m. - <b>Action Needed: Motion Approved</b>	1 C. Miesse 2 D. Jackson 7 Ayes 0 Nays

Financial Report (December 2022)  
(Ravi Shankar, Comptroller)

**Revenues:**

The General fund revenue for the month of November 2022 include federal TCM Medicaid Administrative Claiming reimbursement, Help Me Grow Part C and Title XX funds and other local rental receipts

**Expenses:**

The expenses for the month are normal program expenses.

**Resolution for the Now and then payments:** As required by the county auditor, the annual resolution is presented to the board for its adoption.

**Medicaid Match commitment:** As required by Ohio Revised code, an annual match commitment report is being presented to the board for its adoption.

**Budget 2023:** In-services are slated with the board members to review the draft 2023 program budget. A resolution for adoption of the 2023 program budget, will be presented at the board meeting.

Clark County Board of Developmental Disabilities  
2527 Kenton Street, Springfield, Ohio 45505

**Finance Report**

Schedule of Receipts-Budget and Actual  
For the Period Ended November 30, 2022

	Annual Budget 2022	Actual Year to Date 2022	Actual Year to Date 2021	% of Actual to Budget 2022	% of Actual to Budget 2021
Real Estate Tax	\$ 11,908,000.00	\$ 12,237,688.49	\$ 12,166,715.94	103%	104%
Federal/Medicaid/Targeted Case Management	\$ 1,200,000.00	\$986,243.79	\$919,262.86	82%	85%
Federal/Medicaid Administrative Claiming	\$ 571,200.00	\$ 621,528.10	\$ 516,916.35	109%	71%
Federal/Title XX	\$ 89,000.00	\$88,196.00	\$90,266.99	99%	91%
Federal - ICF DD	\$ 3,206,700.00	\$3,117,253.59	\$3,527,358.30	97%	78%
Federal - Part C - Early Intervention	\$ 312,672.00	\$287,182.67	\$287,022.44	92%	101%
Prior Year Medicaid Match Reconciliation	\$ 1,075,000.00	\$ 1,225,249.97	\$ 999,090.03	114%	111%
Prior Years cost reports settlements			\$1,049,657.57		101%
Active Treatment	\$ 10,000.00	\$ 79,958.03	\$ 671.28	800%	0%
Reimbursements/Refunds	\$ 102,300.00	\$ 92,486.33	\$ 159,419.43	90%	325%
Rental ECC	\$ 87,400.00	\$24,447.76	\$43,531.76	28%	137%
Rental Family Homes	\$ 45,500.00	\$ 30,570.72	\$ 52,789.65	67%	72%
FCFC Reimbursement	\$ 87,700.00	\$ 99,759.81	\$ 79,966.10	114%	66%
Capital Receipts	\$ 520,000.00	\$ 86,041.65	\$ 25,352.87	17%	39%
Other Receipts	\$ 500.00	\$ 17,396.18	\$ 6,735.22	3479%	1346%
<b>Total Receipts</b>	<b>\$ 19,215,972.00</b>	<b>\$ 18,994,003.09</b>	<b>\$ 19,924,756.79</b>	<b>99%</b>	<b>97%</b>

Schedule of Disbursements-Budget and Actual  
For the Period Ended November 30, 2022

	Annual Budget 2022	Actual Year to Date 2022	Actual Year to Date 2021	% of Actual to Budget 2022	% of Actual to Budget 2021
Salaries	\$ 7,817,600.00	\$ 5,984,596.19	\$ 6,239,118.18	77%	85%
Fringes & Benefits	\$ 5,794,663.00	\$ 3,204,673.94	\$ 4,238,294.34	55%	86%
Services & Materials	\$ 1,397,122.00	\$ 572,630.66	\$ 596,414.62	41%	61%
Program Services	\$ 7,739,585.00	\$ 4,325,395.27	\$ 3,976,470.54	56%	54%
Capital	\$ 771,689.00	\$ 390,059.44	\$ 323,770.50	51%	52%
<b>Total Disbursements</b>	<b>\$ 23,520,659.00</b>	<b>\$ 14,477,355.50</b>	<b>\$ 15,374,068.18</b>	<b>62%</b>	<b>72%</b>

Note:1. Available resources from the CCBDD year end carry over are budgeted to fund the difference between budgeted receipts and disbursements.

Note 2: Interfund transfers of \$300,000 are excluded from the Income and Disbursements in the statement above.

# Clark County DD Revenue Report for November 2022

Report Period: 11/01/2022 to 11/30/2022

December 8, 2022

3:49:04PM

Account	Budget	November	YTD Total	% Received	To Be Received
<b><i>F.F. Mueller Res.Cntr.</i></b>					
1271-220-421000.BODDFR40700 Medicaid ICF/DD	\$3,033,500.00	\$527,593.27	\$2,976,355.59	98.12%	\$57,144.41
1271-220-431000.BODDLR50611 Res Fees/Social Security	\$173,200.00	\$0.00	\$140,898.00	81.35%	\$32,302.00
1271-220-431000.BODDLR50612 Rental Income	\$39,500.00	\$2,220.00	\$26,360.00	66.73%	\$13,140.00
1271-220-481000.BODDLR50609 Miscellaneous	\$0.00	\$0.00	\$156.04	100.00%	-\$156.04
1271-220-481000.BODDLR50610 Utility Reimbursement	\$6,000.00	\$196.00	\$4,054.68	67.58%	\$1,945.32
1271-220-540000 Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
	<b>\$4,234,500.00</b>	<b>\$530,009.27</b>	<b>\$3,147,824.31</b>	<b>74.34%</b>	<b>\$1,086,675.69</b>
<b><i>Developmental Disabilities General</i></b>					
2080-220-411100 Real Estate	\$10,442,000.00	\$0.00	\$10,808,265.89	103.51%	-\$366,265.89
2080-220-411300 Tax Manufactured Homes	\$28,000.00	\$0.00	\$24,606.01	87.88%	\$3,393.99
2080-220-421000.BODDFR40400 Targeted Casemanagement	\$1,200,000.00	\$162,291.75	\$986,243.79	82.19%	\$213,756.21
2080-220-421000.BODDFR40800 Title XX	\$89,000.00	\$30,774.12	\$88,196.00	99.10%	\$804.00
2080-220-421000.BODDFR41301 Fed Other MAC	\$571,200.00	\$153,599.43	\$621,528.10	108.81%	-\$50,328.10
2080-220-421000.BODDFR41302 Home Choice	\$0.00	\$829.00	\$12,291.00	100.00%	-\$12,291.00
2080-220-421000.BODDFR41700 JARC Grant Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDFR41800 State Funding/Bridges	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421000.BODDL000001 Capital Assistance Grant	\$485,000.00	\$0.00	\$86,041.65	17.74%	\$398,958.35
2080-220-421000.BODDLR50600 Local F&CFC	\$87,700.00	\$22,968.44	\$99,759.81	113.75%	-\$12,059.81
2080-220-421000.BODDLR50601 Local CAPTA/Service Coordinatio	\$312,672.00	\$25,567.97	\$287,182.67	91.85%	\$25,489.33
2080-220-421000.BODDLR50606 Waiver Refund	\$1,075,000.00	\$0.00	\$1,225,249.97	113.98%	-\$150,249.97
2080-220-421000.BODDLR50607 Misc Local Revenue	\$64,100.00	\$1,745.30	\$67,591.15	105.45%	-\$3,491.15
2080-220-421000.BODDSR50607 Misc. State Revenue	\$38,200.00	\$0.00	\$799.49	2.09%	\$37,400.51
2080-220-421010 Title XIX Medicaid Cluster	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-422110 Homestead Rollback Realestate	\$1,438,000.00	\$0.00	\$1,404,816.59	97.69%	\$33,183.41
2080-220-431000.BODDLR50602 Camp Fees	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50603 Active Treatment	\$10,000.00	\$23,175.16	\$79,958.03	799.58%	-\$69,958.03
2080-220-431000.BODDLR50612 Rental ECC	\$87,400.00	\$1,989.96	\$24,447.76	27.97%	\$62,952.24
2080-220-481000.BODDLR50608 Reimbursements	\$0.00	\$616.91	\$16,591.08	100.00%	-\$16,591.08
	<b>\$15,928,272.00</b>	<b>\$423,558.04</b>	<b>\$15,833,568.99</b>	<b>99.41%</b>	<b>\$94,703.01</b>
<b><i>Developmental Disabilities Risk Mgt</i></b>					
2085-220-540000 DD Medicaid Reserve Transfer In	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>

# Clark County DD Revenue Report for November 2022

December 8, 2022

Report Period: 11/01/2022 to 11/30/2022

3:49:04PM

Account	Budget	November	YTD Total	% Received	To Be Received
<b>Supported Living/Wavier Match</b>					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$534.99	\$7,504.61	100.00%	-\$7,504.61
2090-220-540000 Tranfer from General Fund	\$3,522,300.00	\$0.00	\$0.00	0.00%	\$3,522,300.00
	<b>\$3,522,300.00</b>	<b>\$534.99</b>	<b>\$7,504.61</b>	<b>0.21%</b>	<b>\$3,514,795.39</b>
<b>Donation</b>					
2740-220-481000 Donation Revenue	\$0.00	\$0.00	\$4,091.20	100.00%	-\$4,091.20
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,091.20</b>	<b>100.00%</b>	<b>-\$4,091.20</b>
<b>Bequest Neubert/Webb</b>					
2750-220-471000 Bequest Interest Earned	\$500.00	\$249.50	\$1,013.98	202.80%	-\$513.98
	<b>\$500.00</b>	<b>\$249.50</b>	<b>\$1,013.98</b>	<b>202.80%</b>	<b>-\$513.98</b>
<b>Developmental Disabilities Capital</b>					
4040-220-481000 Other Misc Capital Revenue	\$35,000.00	\$0.00	\$0.00	0.00%	\$35,000.00
4040-220-502000 Note Proceeds	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-540000 Operating Transfer Capital Fund	\$454,500.00	\$0.00	\$300,000.00	66.01%	\$154,500.00
	<b>\$489,500.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>	<b>61.29%</b>	<b>\$189,500.00</b>
<b>Grand Totals:</b>	<b>\$24,175,072.00</b>	<b>\$954,351.80</b>	<b>\$19,294,003.09</b>	<b>79.81%</b>	<b>\$4,881,068.91</b>

# Clark County DD Fund Report

December 12,2022

11:00:54AM

Report Period: 11/01/2022 to 11/30/2022

County Fund	2022 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$3,893,719.62	\$0.00	\$3,163,573.35	\$3,147,824.31	\$3,877,970.58
2080 Developmental Disabilities General Fund	\$20,689,109.54	\$0.00	\$8,879,979.81	\$15,833,568.99	\$27,642,698.72
2085 Developmental Disabilities Risk Mgt Fund	\$4,645,275.17	\$0.00	\$0.00	\$0.00	\$4,645,275.17
2090 Supported Living/Wavier Match Fund	\$5,890,545.95	\$0.00	\$2,343,742.90	\$7,504.61	\$3,554,307.66
2740 Donation Fund	\$8,387.38	\$0.00	\$0.00	\$4,091.20	\$12,478.58
2750 Bequest Neubert/Webb Fund	\$96,593.74	\$0.00	\$0.00	\$1,013.98	\$97,607.72
4040 Developmental Disabilities Capital Fund	\$318,758.50	\$0.00	\$390,059.44	\$300,000.00	\$228,699.06
<b>Grand Totals:</b>	<b>\$35,542,389.90</b>	<b>\$0.00</b>	<b>\$14,777,355.50</b>	<b>\$19,294,003.09</b>	<b>\$40,059,037.49</b>

## Clark County DD Board Voucher List for 11/01/2022 to 11/30/2022

PO Number	Vendor	Description	Post Date	Amount
<b>Developmental Disabilities Capital</b>				
<b>4040-220-744000 CAPITAL CONTRACT SERVICES</b>				
170010630	Huntington National Bank	Acct Ending 8004 Clark County OH-Vacuun	11/25/2022	\$1,136.08
200018039	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint s	11/25/2022	\$711.92
210021639	Hauck Bros Inc	Cust 639 Clark DD - Boiler replacement	11/04/2022	\$43,675.00
220022488	Shower Buddy, LLC	Clark DD - Adapt. shower equip/lending libr	11/04/2022	\$3,226.65
220022488	Huntington National Bank	Acct Ending 8004 Clark County OH-CLS Le	11/25/2022	\$5,563.79
				<b>\$54,313.44</b>
<i>Developmental Disabilities Capital</i>				<b>\$54,313.44</b>
<b>Developmental Disabilities General</b>				
<b>2080-220-716000 Life Insurance</b>				
220023899	AMERICAN UNITED LIFE INSI	Grp G00614491-0002-000 Clark DD Life In:	11/25/2022	\$264.56
				<b>\$264.56</b>
<b>2080-220-717000 Medical Insurance</b>				
210020491	Positive Perspectives, Inc.	Clark DD- EAP Svcs Oct 22	11/11/2022	\$21.14
220024374	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/04/2022	\$2,808.47
220024374	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/11/2022	\$3,334.35
220024374	Medical Mutual	Grp 552866 Clark DD - Med Ins prem Dec 2	11/11/2022	\$38,294.70
220024374	Positive Perspectives, Inc.	Clark DD - EAP Svcs Oct 22	11/11/2022	\$259.36
220024681	Medical Mutual	Grp 552866 Clark DD - Med Ins prem Dec 2	11/11/2022	\$83,301.85
220024681	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/18/2022	\$1,773.66
220024681	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/25/2022	\$3,026.96
CSNov22	Central States H & W Fund	H&W Interest	11/04/2022	\$8,325.60
				<b>\$141,146.09</b>
<b>2080-220-718400 Travel</b>				
220024002	Kristen Wheeler	Clark DD-FNA Mileage Reimb 9/26/22	11/01/2022	\$52.91
220024002	Miranda Courtwright	Clark DD - FNA Mileage Reimb Sep 22	11/01/2022	\$57.50
220024002	Sarah Hess	Clark DD - Reimbursement mileage Sep-Oct	11/01/2022	\$68.13
220024002	Molly Lacey	Clark DD - Reimbursement mileage Sep 22	11/04/2022	\$90.00
220024002	Virginia Aylward	Clark DD - Reimbursement mileage Sep 22	11/04/2022	\$188.86
220025059	Jill Stewart	Clark DD-Reimbursement mileage Sep 22	11/04/2022	\$145.63
220025059	Melissa Baker	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$26.25
220025059	Percy "Marty" Fagans	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$28.13
220025059	Kyle Gambill	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$52.50
220025059	Nicholas Jenkins	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$54.38
220025059	April Wagner	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$75.00
220025059	Tracy Hixon	Clark DD-Reimbursement mileage Oct 22	11/11/2022	\$36.25
220025059	Hailey Ayala	Clark DD-Reimbursement mileage 8/20-10/1	11/11/2022	\$188.75
220025059	Amanda Hill	Clark DD - Tuition Reimbursment	11/18/2022	\$1,000.00
220025059	Huntington National Bank	Acct Ending 8004 Clark County OH-OSU Te	11/25/2022	\$400.00
				<b>\$2,464.29</b>
<b>2080-220-721000 Supplies</b>				
200017958	Melissa Hobson	Clark DD-Reimbursement/supplies for Boo F	11/11/2022	\$12.08
200017958	Shannon Chatfield	Clark DD-Reimbursement for pumpkins/Boc	11/11/2022	\$90.00
200017958	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint. :	11/25/2022	\$221.75
200018831	City Electric Supply	Acct 04440325001 Clark DD -T8 Light bulb:	11/18/2022	\$270.75
200018831	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint. :	11/25/2022	\$96.70
210021984	Robinson Insulation Co., Inc	Cust 17700 Clark DD - drywall for Maint.	11/11/2022	\$58.30
210021984	Shannon Chatfield	Clark DD-Reimbursement supplies for Boo F	11/11/2022	\$16.95
210021984	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint. :	11/25/2022	\$162.08
210022136	Handyman Ace Hardware	Cust 18348 Clark DD - Maint. supplies	11/11/2022	\$136.44
210022136	Aqua Falls Bottled Water	Acct 02739300 Clark DD - Water delivery C	11/11/2022	\$38.00
220022484	Huntington National Bank	Acct Ending 8004 Clark County OH-supplie:	11/25/2022	\$107.74

## Clark County DD Board Voucher List for 11/01/2022 to 11/30/2022

PO Number	Vendor	Description	Post Date	Amount
220024004	Hillyard Ohio	Cust 277977 Clark DD-Salt for sidewalks	11/01/2022	\$583.10
220024004	Staples Business Advantage	Acct 1037360 - Cleaning supplies	11/04/2022	\$629.46
220024004	Carr Supply	Clark DD-Toilet parts	11/04/2022	\$236.93
220024004	Brittany Rizer	Clark DD-Reimb family Develop. aid-SR	11/11/2022	\$48.25
220024004	Sharon Pruzanec	Clark DD-Reimbursement for supplies purch	11/04/2022	\$107.77
220024004	Hillyard Ohio	Cust 277977 Clark DD-cleaning supplies	11/11/2022	\$1,182.21
220024004	Huntington National Bank	Acct Ending 8004 Clark County OH-Costum	11/25/2022	\$956.42
220024682	Mansfield Oil Company Of Gains	Acct 36197 Clark DD - Fuel usage Sep 22	11/04/2022	\$2,749.05
220024682	Hillyard Ohio	Cust 277977 Clark DD-cleaning supplies	11/11/2022	\$1,426.47
220024682	Handyman Ace Hardware	Cust 18348 Clark DD - Maint. supplies	11/11/2022	\$240.37
220024682	Huntington National Bank	Acct Ending 8004 Clark County OH-Display	11/25/2022	\$13.72
				<b>\$9,384.54</b>

**2080-220-743000 Contract Services - Facilitie**

200018833	Robert A Wise	Clark DD-Prov Reimb NMT 11/8-11/11/22	11/25/2022	\$121.74
200018833	Brittany Crabtree	Clark DD-Chair massage for Wellness Event	11/25/2022	\$300.00
200018833	Ohio Edison	Acct 110014030495 Clark DD-Elec Usage N	11/25/2022	\$263.52
200018833	Robert A Wise	Clark DD-Prov Reimb NMT 11/1-11/4/22	11/18/2022	\$568.12
200018833	Ohio Edison	Acct 110062058968 Clark DD-Elec usage N	11/30/2022	\$71.05
200018833	Time Warner Cable/Charter Comm	Acct 057766001 Clark DD-Phone & Internet	11/18/2022	\$1,903.23
200018833	CBTS	Acct 6282936-Clark DD Phone usage 10/5-1	11/25/2022	\$4.80
200018833	T-Mobile	Acct 975818483 Clark DD-Phone usage 9/25	11/18/2022	\$2,009.76
200018833	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint. :	11/25/2022	\$264.97
220022485	American Red Cross	Cust P0004095 Clark DD - 1st Aid/CPR/AED	11/04/2022	\$210.00
220022485	Shout It Out Design	Clark DD-Google & Facebook Ads-Together	11/11/2022	\$2,613.73
220022485	Document Destruction LLC	Clark DD - Shredding Svcs Oct 22	11/11/2022	\$125.47
220022485	American Red Cross	Cust P0004095 Clark DD-1st Aid/CPR/AED	11/18/2022	\$35.00
220024001	Lamar Outdoor	Cust 642135 Clark DD-Together Billboards	11/11/2022	\$464.00
220024003	Consumer Support Services Inc	Clark DD-Prov Reimb ADS&NMT Sep 22	11/01/2022	\$1,031.22
220024003	Boomershine Skill Center	Clark DD - Prov Reimb Mtls Sep 22	11/01/2022	\$685.40
220024003	Consumer Support Services Inc	Clark DD-Prov Reimb ADS&NMT Aug/Sep	11/04/2022	\$1,174.55
220024003	Huntington National Bank	Acct Ending 8004 Clark County OH-Qtrly H	11/25/2022	\$56.00
220024375	Armstrong Printing	Clark DD - Business cards (3 names)	11/01/2022	\$102.00
220024683	Quest Adult Services	Clark DD - Reimb. Quest for artist pymt DSI	11/01/2022	\$150.00
220024683	Gem City Psych Consultants LLC	Clark DD - Psych eval 10/10/22 for V.D.	11/01/2022	\$175.00
220024683	Go Concepts	Cust 20925 Clark DD - APC Replacement B	11/01/2022	\$270.00
220024683	Boomershine Skill Center	Clark DD-Prov Reimb classes Sep 22	11/01/2022	\$366.42
220024683	EDOC Office	Clark DD - E-Sign mthly svc Oct 22	11/04/2022	\$500.00
220024683	ThyssenKrupp Elevator Corp.	Cust 51923 Clark DD - Elevator Maint. 10/1	11/04/2022	\$542.22
220024685	Ashley Anderson (Therapist)	Clark DD-Speech therapy Oct 22	11/11/2022	\$440.00
220024955	Angela Ward	Clark DD - Prov Reimb-Classes May/June &	11/01/2022	\$5,400.00
220024955	Springfield Museum of Art	Clark DD-Prov Reimb-classes Aug 22	11/04/2022	\$153.00
220024955	Consumer Support Services Inc	Clark DD-Prov Reimb-ADS&NMT Aug/Sep	11/04/2022	\$4,633.72
220024955	Response Fire Protection	Clark DD-Inspections/Fire alarms,sprinklers,	11/11/2022	\$1,826.00
220024955	Housing Connection of Clark Cou	Clark DD-Mgmt & Occupancy Fees-Oct 22	11/11/2022	\$16,553.58
220024955	Wiggins Cleaning and Carpet Serv	Clark DD-Cust. Svs T&C Nov 22	11/11/2022	\$2,257.20
220024955	Mary Katherine Somers Studio	Clark DD-Prov Reimb classes Nov 22 KS	11/11/2022	\$160.00
220024955	Theresa Fry	Clark DD-Prov Reimb-Art Classes	11/11/2022	\$432.00
220024955	Mobility Solutions LLC	Clark DD-Prov reimb-Transp. Sep 22	11/11/2022	\$4,200.03
220024955	Jessica L Sakaitis	Clark DD-Reimb. family for Speech Therapy	11/11/2022	\$328.86
220024955	Treasurer, State of Ohio BCI	Cust 1TA495 - Clark DD BCI/FBI/Rapback :	11/18/2022	\$463.50
220024955	Go Concepts	Acct 20925 Clark DD-Managed IT Svcs Nov	11/18/2022	\$21,144.65
220024955	Tipperosa Transport Services	Clark DD-Prov Reimb. Transp 10/3-10/31/22	11/11/2022	\$994.21
220024955	Ohio Edison	Acct 110014030552 Clark DD-Elec usage N	11/25/2022	\$1,638.60
220024955	Columbia Gas of Ohio	Acct 115544970030004 Clark DD-Gas usage	11/18/2022	\$2,293.35
220024955	City of Springfield	Acct 84800-17041 Clark DD-Water/Sewer/S	11/25/2022	\$1,162.04

**Clark County DD Board Voucher List for 11/01/2022 to 11/30/2022**

PO Number	Vendor	Description	Post Date	Amount
220024955	Cincinnati Bell/Altafiber	Acct 9373280553574 Clark DD-Phone usage	11/30/2022	\$365.59
220024955	Columbia Gas of Ohio	Acct 115935120010005 Clark DD-Gas usage	11/30/2022	\$746.08
220024955	Huntington National Bank	Acct Ending 8004 Clark County OH-Maint. (	11/25/2022	\$765.09
220025237	Ohio Edison	Acct 110014176215 Clark DD-Elec usage N	11/30/2022	\$3,156.08
				<b>\$83,121.78</b>

**Developmental Disabilities General****\$236,381.26****F.F. Mueller Res.Cntr.****1271-220-716000 Life Insurance**

200018184	AMERICAN UNITED LIFE INSTGrp G00614491-0002-000 Clark DD Life In:	11/25/2022	\$81.68
			<b>\$81.68</b>

**1271-220-717000 Medical Insurance**

200018185	Positive Perspectives, Inc.	Clark DD- EAP Svcs Oct 22	11/11/2022	\$229.50
220024678	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/04/2022	\$2,709.07
220024678	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/11/2022	\$76.04
220024678	Medical Mutual	Grp 552866 Clark DD - Med Ins prem Dec 2	11/11/2022	\$26,324.66
220024678	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/18/2022	\$316.36
220024678	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	11/25/2022	\$343.95
				<b>\$29,999.58</b>

**1271-220-721000 Supplies**

210021106	Absolute Pharmacy Inc.	ID 11363 FF Mueller-Fibersource & Syringe	11/18/2022	\$10.37
210021339	Absolute Pharmacy Inc.	ID 11363 FF Mueller-Fibersource & Syringe	11/18/2022	\$57.75
220022482	Carr Supply	Cust 00748-047325 Clark DD -Maint supplie	11/01/2022	\$217.95
220022482	Medline Industries	Cust 1049710 Clark DD - Nursing supplies	11/01/2022	\$1,659.77
220022482	Grainger	Acct 882544745 Clark DD - Pull stations cov	11/04/2022	\$1,315.83
220022482	Hillyard Ohio	Cust 277977 Clark DD-cleaning supplies	11/11/2022	\$1,135.81
220022482	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	11/11/2022	\$124.00
220022482	Absolute Pharmacy Inc.	ID11363 FF Mueller-Fibersource/Syringes/B	11/18/2022	\$181.78
220022482	Huntington National Bank	Acct Ending 8004 Clark County OH-FNA B	11/25/2022	\$329.79
220024679	McKesson Medical-Surgical	Acct 20011206 Clark DD - Nursing supplies	11/01/2022	\$18.25
220024679	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	11/04/2022	\$3,625.41
220024679	McKesson Medical-Surgical	Acct 20011206 Clark DD-nursing supplies	11/11/2022	\$1,984.16
220024679	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing Supplies	11/25/2022	\$6,476.91
220024679	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	11/25/2022	\$63.76
				<b>\$17,201.54</b>

**1271-220-736500 Bed Tax**

220025060	Ohio Treasurer of State	Cust 0559613 F.F.Mueller - ICF Franchise F	11/04/2022	\$37,384.78
				<b>\$37,384.78</b>

**1271-220-743000 Contract Services**

220022481	Document Destruction LLC	Clark DD - Shredding Svcs Oct 22	11/11/2022	\$18.53
220024058	Sharon Mullins	FF Mueller - OT Svcs 10/1-10/13/22	11/01/2022	\$455.00
220024058	Sharon Mullins	FF Mueller - OT Svcs 10/14-10/31/22	11/11/2022	\$390.00
220024368	Alto Healthcare Staffing	Clark DD-Temp Nursing staffing 9/19-9/21/2	11/04/2022	\$2,226.07
220024373	Creation Gardens	FF Mueller-Milk & Produce supplies	11/04/2022	\$238.00
220024373	Generator Systems	Clark DD - Annual generator maint.	11/04/2022	\$1,422.90
220024373	Brady, Ware & Company	Client 14330.000 FF Mueller-Prof Svcs Oct 2	11/11/2022	\$835.00
220024373	Spectrum	Acct 8363283230283133 FF Mueller-Digital	11/04/2022	\$126.20
220024373	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	11/11/2022	\$2,374.14
220024373	City of Springfield	Acct 248410-49763 Clark DD Water/Sewer/	11/11/2022	\$117.71
220024373	Response Fire Protection	Clark DD-Inspections/Red,Blue,Sunset-Fire	11/11/2022	\$2,125.00
220024373	Creation Gardens	Rt CS41 FF Mueller-Milk & produce supplie	11/11/2022	\$27.00
220024373	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	11/25/2022	\$1,373.88
220024373	Gordon Food Service	Cust 513230028 Clark DD - Food supplies	11/18/2022	\$2,052.54

**Clark County DD Board Voucher List for 11/01/2022 to 11/30/2022**

PO Number	Vendor	Description	Post Date	Amount
220024373	Columbia Gas of Ohio	Acct 115544970060001 Clark DD-Gas usage	11/18/2022	\$927.73
220024373	City of Springfield	Acct 84800-17041 Clark DD-Water/Sewer/S	11/25/2022	\$807.31
220024373	T-Mobile	Acct 975818483 - Clark DD-phone usage 9/2	11/18/2022	\$48.16
220024373	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	11/25/2022	\$62.84
220025058	Alto Healthcare Staffing	Clark DD-Temp Nursing staffing 9/25-10/1/2	11/04/2022	\$3,498.93
220025058	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 10	11/11/2022	\$11,177.24
220025058	Alto Healthcare Staffing	Clark DD-Temp Nursing staffing week end 1	11/25/2022	\$6,892.80
220025058	Alto Healthcare Staffing	Clark DD - Temp Nursing staffing week end	11/18/2022	\$7,012.40
220025249	Clark Co Bd of Development	FF Mueller - Day Hab Svcs Oct 22	11/25/2022	\$11,024.39
220025249	Ohio Edison	Acct 110014176215 Clark DD-Elec usage N	11/30/2022	\$2,193.22

**\$57,426.99****F.F. Mueller Res.Cntr.****\$142,094.57****Supported Living/Wavier Match****2090-220-744000.BODD0000103 I/O Wavier Match**

220024956	Ohio Treasurer of State	Cust Clark Cty Bd-Clark DD-Waiver IO 10/1	11/30/2022	\$3,943.61
220025343	Ohio Treasurer of State	Cust Clark Cty Bd-Clark DD-Waiver IO 10/1	11/30/2022	\$229,191.18

**\$233,134.79****2090-220-744000.BODD0500311 Contract Services**

210021569	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS 9/7-9/23, NMT :	11/01/2022	\$859.78
220022486	Laurel Booher	Clark DD-HPC Hrs Oct 22	11/11/2022	\$124.32
220023874	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS & NMT 9/26-9/2	11/01/2022	\$160.24
220023874	Phillip Myers	Clark DD - Rent assist. P Myers Oct 22	11/01/2022	\$234.00
220023874	Boomershine Skill Center	Clark DD - Prov Reimb Mtls Sep 22	11/01/2022	\$321.00
220023874	Capabilities, LLC	Clark DD-Prov Reimb Driv. Ed 9/2-9/21/22	11/04/2022	\$225.00
220023874	Frank A Wilson	Clark DD-Prov reimb-HPC Hrs 10/4/22	11/11/2022	\$194.88
220023874	Phillip Myers	Clark DD-Rental Assist. Nov 22	11/11/2022	\$234.00
220023874	Grace Adult Programming	Clark DD-Prov Reimb Day Svc & NMT Oct	11/11/2022	\$1,083.29
220024376	Springfield Museum of Art	Clark DD-Prov Reimb-classes Aug 22	11/04/2022	\$153.00
220024376	Stephanie Hudson	Clark DD-Prov Reimb HPC Hrs 10/21-10/30	11/11/2022	\$2,690.00
220024376	ENA, INC	Clark DD-Prov Reimb-Sept 22 JB	11/11/2022	\$14,550.00
220024684	Angela Ward	Clark DD - Prov Reimb-Classes May/June &	11/01/2022	\$800.00
220024684	Self-Reliance, Inc.	Clark DD - MRC ADL Svcs 9/1-9/2/22 JW&	11/01/2022	\$214.46
220024684	Theresa Fry	Clark DD-Prov Reimb-Art Classes	11/11/2022	\$112.00
220024684	John Misocky	Clark DD-Prov reimb-HPC Med Mileage 10/	11/11/2022	\$527.10
220024684	Frank A Wilson	Clark DD-Prov reimb-HPC Miles Oct 22	11/11/2022	\$421.80
220024684	Kevin Sanders	Clark DD-Rent assist. for AA Nov 22	11/11/2022	\$437.00
220024684	Independent Living of Ohio, Inc.	Clark DD-Prov Reimb HPC 10/9-10/15/22 N	11/11/2022	\$4,534.76
220024684	Gary D. Taylor	Clark DD-Prov Reimb HPC Hrs Oct 22	11/11/2022	\$290.08
220024684	Janet Nickerson	Clark DD-Prov Reimb HPC miles Oct 22	11/11/2022	\$568.60
220024684	Tippierosa Transport Services	Clark DD-Prov Reimb. Transp 10/3-10/31/22	11/11/2022	\$771.02
220024684	Claudia L. Shellabarger	Clark DD-Prov Reimb HPC Hrs 10/31/22	11/18/2022	\$1,334.24
220024684	Huntington National Bank	Acct Ending 8004 Clark County OH-Shredd	11/25/2022	\$974.59

**\$31,815.16****Supported Living/Wavier Match****\$264,949.95**

**Clark County DD Board Voucher List for 11/01/2022 to 11/30/2022**

12/12/2022

11:00:26AM

PO Number	Vendor	Description	Post Date	Amount
1271		Salaries F.F. Mueller		\$128,516.46
		P.E.R.S./E.R.I		\$17,842.90
		Medicare		\$1,820.58
		Dental		-\$67.08
		Life Insurance		\$81.68
		Medical Insurance		\$27,825.53
				<b>\$176,020.07</b>
2080		Salaries Facilities Management		\$16,501.60
		Salaries Community Living		\$136,949.74
		Salaries Early Childhood Center		\$63,887.32
		Salaries Administration		\$87,273.10
		Salaries Adult Services		\$19,049.10
		Salaries Transportation		\$21,296.30
		Pers/ERI		\$55,747.19
		Medicare		\$5,512.30
		Dental Insurance		-\$254.91
		Life Insurance		\$264.56
		Medical Insurance		\$131,520.93
				<b>\$537,747.23</b>
2090		I/O Wavier Match		\$233,134.79
		Contract Services		\$31,815.16
				<b>\$264,949.95</b>
4040		CAPITAL CONTRACT SERVICES		\$54,313.44
				<b>\$54,313.44</b>
<b>DD General Fund Payroll &amp; Benefits</b>				<b>\$537,747.23</b>
<b>DD General Fund Vouchers</b>				<b>\$94,970.61</b>
<b>DD General Fund Total</b>				<b>\$632,717.84</b>
<b>F.F. Mueller Fund Payroll &amp; Benefits</b>				<b>\$176,020.07</b>
<b>F.F. Mueller Fund Vouchers</b>				<b>\$112,013.31</b>
<b>F.F. Mueller Fund Total</b>				<b>\$288,033.38</b>
<b>Grand Total of all Funds:</b>				<b>\$1,240,014.61</b>



**Personnel Committee of the Board**

**November 15, 2022  
4:30 pm – 5:15 pm  
Meeting Minutes**

<b>Members present:</b>	Becky Carden, Darrell Jackson
<b>Others present:</b>	Will Bagnola, Cherie Lamborn
<b>Item #</b>	<b>Issue</b>
	Executive session of the Personnel Committee was called to order by Cherie Lamborn, Director HR at 5:05 pm. Roll call was taken.
	Executive Session for Personnel Issues
<b>1.</b>	The committee entered into executive session to discuss the changes to the Teamster Collective Bargaining Agreement which was negotiated on November 2 <sup>nd</sup> . Cherie briefly reviewed the changes to the contract.
<b>2.</b>	The committee discussion the SBAR seeking approval to allow the Superintendent flexibility in changing position descriptions and salary ranges in the leadership of FF Mueller Center due to the market pressure placed on an ability to recruit.
<b>Committee Action</b>	<p>The committee made the following motions:</p> <ul style="list-style-type: none"> <li>▪ Motion to recommend to the full board to approve the changes to the negotiated and ratified Teamster CBA. Darrell made the motion. Becky seconded. Motion carried.</li> <li>▪ Motion to recommend to the full board to authorize the Superintendent to exercise flexibility in order to create appropriate positions in FFM Mueller Center and adjust the organizational structure and salary schedule to accommodate the recruitment of the most qualified candidates. Darrell made the motion. Becky seconded. Motion carried.</li> </ul>
	Meeting was adjourned by Cherie Lamborn at 5:11 pm.
	Submitted by, Cherie Lamborn, Director Human Resources

## SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and effective this January 1, 2023 by and between Primary Solutions, an Ohio Corporation ("Developer") and Clark County Board of DD ("Customer").

Developer will provide maintenance services for its software program marketed under the name Infal (the "Software").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Customer agree as follows:

### 1. **Restrictions.**

Customer shall not modify, copy, duplicate, reproduce, license or sublicense the Software with the exception of the Customers right to install the software on multiple computers within Customers organization, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. That Customer may make one copy of the Software for backup or archival purposes.

Maintenance of the Software will be restricted to the following modules and limits, as defined by the Software:

- Infal 1
- Infal Lite Budgeting
- Infal Lite TimeCard
- Infal Auditor Interface
- Infal Touch Screen TimeClock (No Charge)

### 2. **Fees.**

In consideration for the maintenance of the Software for a period of one year, Customer agrees to pay Developer the sum of Eleven Thousand Nine Hundred and Sixty-Eight dollars (\$11,968.00).

In consideration for the on-going support of the Software, Customer agrees to pay Developer at a rate of Zero dollars (\$0) per hour for the first 4 hours of support, and rate of Ninety dollars (\$90) per hour for each hour thereafter. Custom software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Support can and will include any consultation requested by Customer or deemed reasonably necessary by Developer in connection with support for the Customer. Customer will approve any such consultation prior to the commencement of the work. Hours included in this Support will include travel time to the Customer's site. Customer will be charged separately for reasonable charges for any overnight or extraordinary travel expenses incurred in connection with support for the Customer. Installation of upgrades (including hours spent and miles traveled) to the Software will be performed at no charge to the Customer.

### 3. **Payment.**

Payment of the maintenance fee and any other amount owed by Customer to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Customer is not paid following ten (10) days written notice

## SOFTWARE MAINTENANCE AGREEMENT

from Developer, then in addition to any other amount due, Developer may impose and Customer shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

#### 4. **Taxes.**

In no event shall Customer be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

#### 5. **Warranty of Title.**

Developer hereby represents and warrants to Customer that Developer is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require Developer, at Developer's expense to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of substantially similar functionality that does not cause any breach, or iii) refund to Customer the full amount of the maintenance fee immediately upon the return of the Software and all copies thereof to Developer.

#### 6. **Warranty of Functionality.**

For a period of ninety (90) days following applicable Maintenance Service of the Software for the Customer (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. Customer's sole remedy shall be that Developer shall correct the Software, at Developer's expense, so that it operates according to the warranty. Notwithstanding the foregoing, in the event Developer is unable to correct the software so that it operates according to the warranty within ten (10) days from the date the software is returned to the Developer, this agreement shall terminate upon written notice of Customer and all fees paid by Customer to Developer hereunder shall immediately be refunded to Customer upon receipt of written notice. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

#### 7. **Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 8. **Software Maintenance and Technical Support.**

For the duration of this maintenance agreement, Developer shall provide to Customer any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software as well as any new or rewritten version of the Software. Developer shall have no obligation to fix errors in the Software within specific time duration.

## SOFTWARE MAINTENANCE AGREEMENT

### 9. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Customer, regardless of whether Customer's claim is based on contract, tort, strict liability, product liability or otherwise.

### 10. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

### 11. Cancellation.

Cancellation of this contract may be requested by either party, at any time during the contract term. Notice must be given in written form to the parties listed in the agreement no later than 60 days prior to the requested termination date.

### 12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

### 13. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without the prior express written approval of Developer.

### 14. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

### 15. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, Developer and Customer have executed this Software Maintenance Agreement on the day and year first above written.

Primary Solutions

Clark County Board of DD

By: \_\_\_\_\_  
Brian Marshall  
President

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

**AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN OHIO COUNCIL OF GOVERNMENTS  
AND  
DEVELOPMENTAL DISABILITIES OF CLARK COUNTY**

THIS AGREEMENT is entered into by and between the Southwestern Ohio Council of Governments, located at 412 S. East Street, Lebanon, OH 45036 hereinafter referred to as “SWOCOG”, a Council of Governments organized according to the laws of the State of Ohio pursuant to Chapter 167 of the Ohio Revised Code, and Developmental Disabilities of Clark County, located at 2527 Kenton Street, Springfield, OH, 45505 hereinafter referred to as “DD of CLARK COUNTY”. **The term of this contract shall commence on January 1, 2023 and shall remain in effect through December 31, 2023.**

WHEREAS, DD OF CLARK COUNTY desires to obtain the services of SWOCOG, to provide Service and Support Administration and;

WHEREAS, SWOCOG desires to provide Service and Support Administration for the benefit of individuals served by DD OF CLARK COUNTY;

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

**Section I**      **SWOCOG’s Obligations**

SWOCOG will provide the following services to DD OF CLARK COUNTY:

1. SWOCOG personnel will provide Service and Support Administration monitoring and follow up to individuals assigned by DD OF CLARK COUNTY in accordance with the [Ohio Administrative Code Section 5123:4-02](#)
2. SWOCOG shall ensure that personnel (providing services under this contract) have sufficient academic background, experience, certification, and licensure necessary to provide the services under this contract in accordance with [Ohio Administrative Code Section 5123:2-5-02](#)
3. SWOCOG personnel will provided monitoring and follow up to individuals via phone, virtually, and in person.
4. SWOCOG personnel will document case notes directly into the DD OF CLARK COUNTY targeted case management database.
5. SWOCOG will cooperate with any reviews of the individuals served by the COG.
6. SWOCOG personnel will report unusual incidents to DD OF CLARK COUNTY in accordance with [Ohio Administrative Code Section 5123:17-02](#)

7. SWOCOG agrees to abide by all applicable Rules and Regulations of the Ohio Department of Developmental Disabilities.
8. SWOCOG employees shall in no way be considered employees of DD OF CLARK COUNTY for any purpose including, but not limited to, retirement benefits, worker's compensation, unemployment compensation, health insurance, or any other fringe benefit.

## **Section II**     **Developmental Disabilities of Clark County Obligations**

1. DD OF CLARK COUNTY shall be responsible for identifying the eligible individuals who are referred to SWOCOG for purposes of acquiring services.
2. DD OF CLARK COUNTY shall assist SWOCOG by placing at its disposal all available information pertinent to the services to be provided.
3. DD OF CLARK COUNTY shall provide SWOCOG personnel access into their case note database.
4. DD OF CLARK COUNTY agrees to abide by all applicable Rules and Regulations of the Ohio Department of Developmental Disabilities.
5. DD OF CLARK COUNTY shall provide SWOCOG with information or other assistance that is deemed necessary to perform the stated responsibilities.

## **Section III**     **Compensation**

1. SWOCOG will provide up to two people working 37.5 hours a week each.
2. SWOCOG's rate is \$51.59 per hour per SSA plus mileage at the IRS rate.
3. The total contract will not exceed \$209,106.90.
4. SWOCOG shall invoice DD of CLARK COUNTY by the end of the following month the service was provided.
5. DD of CLARK COUNTY shall make invoices payable to SWOCOG within 15 days of receipt.

## **Section IV**     **Laws and Regulations**

1. SWOCOG will ensure that a criminal background investigation is completed of all personnel who will be engaged under this agreement to provide service. SWOCOG will provide evidence of compliance with Ohio Revised Code 5126.28 and 5126.281 when requested.
2. SWOCOG shall comply with all local, state, and federal requirements regarding fair employment practices and wage/hour standards.

3. SWOCOG shall document services provided under this contract in a format and manner mutually agreed upon by the parties. A copy of such documentation shall be maintained for a period of six years from the date SWOCOG receives payment for the services or until any audit initiated during the six years is completed, whichever is longer.
4. HIPPA Compliance and Confidentiality. The parties shall comply with all laws and regulations that relate to confidentiality of information regarding individuals receiving DD services. The parties shall cooperate to operationalize the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including but not limited to, the requirement set forth in a Memorandum of Understanding between the parties.

#### **Section V Insurance**

SWOCOG shall maintain appropriate liability insurance and the cost of this coverage shall be borne by SWOCOG. SWOCOG shall carry comprehensive General Liability insurance in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$2,000,000.

#### **Section VI Disclosure**

1. SWOCOG shall maintain such records as are required to fulfill reporting requirements to the State of Ohio.
2. SWOCOG shall make its records available for examination by DD OF CLARK COUNTY.

#### **Section VII Dispute Resolution**

SWOCOG shall respond in a timely manner to any deficiencies or complaints made by DD OF CLARK COUNTY for services described herein.

#### **Section VIII Termination/Amendment/Addendum**

1. Either party may cancel this contract at any time with sixty (60) days written notice sent by certified mail, return receipt requested, to the other party.
2. This contract may be amended by mutual agreement of both parties.
3. DD OF CLARK COUNTY and SWOCOG may mutually agree to attach an addendum to this contract. The terms and provisions of any addendum shall supersede any other conflicting or inconsistent terms and provision in this agreement to which an addendum is attached, including all exhibits or attachments thereto and all documents incorporated therein by reference.

#### **Section IX Employment Opportunity**

In accordance with SWOCOG policies against discrimination, no person shall be illegally excluded from employment, participation in, or be denied the benefits of, the programs which

are subject to this contract on the basis of race, color, religion, sex, military status, national origin, disability, age, or veteran status.

**Section X      Notices**

All notices or other communication shall be in writing with respect to this agreement and shall be effective upon receipt if personally delivered, or 3 days after being deposited in the United States mail, properly stamped and addressed as follows:

If to DD OF CLARK COUNTY:

Will Bagnola  
Superintendent  
Developmental Disabilities of Clark County  
2527 Kenton Street  
Springfield, OH 45505  
(937) 328-2675  
[wbagnola@clarkdd.org](mailto:wbagnola@clarkdd.org)

If to SWOCOG:

Sharon Travis  
Executive Director  
Southwestern Ohio Council of Governments  
412 S. East Street  
Lebanon, OH 45036  
(513) 559-4413  
[Sharon.travis@swocog.org](mailto:Sharon.travis@swocog.org)

**Section XI      Miscellaneous**

1. Should any administrative or judicial officer or tribunal or competent jurisdiction deem any portion of this contract unenforceable, the balance of this contract shall remain in full force and effect unless amended or terminated pursuant to Section VI of this Contract.
2. This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and any other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall not be valid or binding.
3. At all times, the relationship of the parties shall be as independent contractors.
4. Neither this contract nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.
5. Neither party shall be liable to the other in the event that circumstances or events beyond that party's reasonable control (a "Force Majeure Event") prevents, restricts, or interferes with that party's performance of its obligations under this Agreement, so long as the affected party notifies the other party when the Force Majeure Event occurs and uses its best efforts to resume performance promptly after the Force Majeure Event.
6. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

**DEVELOPMENTAL DISABILITIES OF CLARK COUNTY**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SOUTHWESTERN OHIO COUNCIL OF GOVERNMENTS**

By: Sharon Travis  
Signature

11/23/22  
Date

Sharon Travis  
Print Name

Executive Director  
Title

## BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into, by and between Southwestern Ohio Council of Governments (referred to hereinafter as “Business Associate”) and Developmental Disabilities of Clark County (referred hereinafter as “DD Board”). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

The term of this Agreement shall commence on January 1, 2023 and shall remain in effect through December 31, 2023.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the services delivered by SWOCOG to the DD Board; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

### 1. Definitions

#### Catch-all definition:

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By-Laws, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. *Applicable Requirements* means all of the following:
  - i. applicable law
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- e. *Business Associate* means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means SWOCOG.
- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated there under as may be amended.
- g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules

at 45 CFR Part 160 and Part 164.

- h. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
  - i. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
  - j. *Underlying Service Contract* means the contract entered into between the DD Board and the Business Associate.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
  3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
  4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
  5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
    - a. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
      - Disclosure is required by law; or
      - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
      - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
    - b. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
  6. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
  - a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S.

Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the HIPAA Rules, and any amendments thereto.

13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, and are intended to remain effective and to continue in operation.
15. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
17. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Business Associate Agreement by their duly authorized representatives on the dates shown below.

**DEVELOPMENTAL DISABILITIES OF CLARK COUNTY**

By: \_\_\_\_\_  
Will Bagnola, Superintendent  
Developmental Disabilities of Clark County  
2527 Kenton Street  
Springfield, OH 45505  
(937) 328-2675  
[wbagnola@clarkdd.org](mailto:wbagnola@clarkdd.org)

Date \_\_\_\_\_

**SOUTHWESTERN OHIO COUNCIL OF GOVERNMENTS**

By:  \_\_\_\_\_  
Sharon Travis, Executive Director  
Southwestern Ohio Council of Governments  
412 S. East Street  
Lebanon, OH 45036  
(513) 559-4413  
[Sharon.travis@swocog.org](mailto:Sharon.travis@swocog.org)

11/23/22 \_\_\_\_\_  
Date

**Primary Solutions**  
 2780 Airport Drive, Suite 130  
 Columbus, OH 43219  
 United States  
 (614) 430-0355



<b>Bill To:</b>
Clark County Board of DD Attn: Ravi Shankar 2527 Kenton Street Springfield, OH 45505

<b>Date</b>	<b>Invoice</b>
01/01/2023	43972
<b>Account</b>	
Clark	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 Days	01/31/2023		Annual Billing for 2023

Description	Quantity	Price	Amount
Agreement Infal Maintenance Agreement			
Tech support/Upgrades for Infal I software	1.00	5,527.00	5,527.00
Software License for Infal 1 Lite Budgeting	1.00	2,633.00	2,633.00
Software License for Infal 1 Lite TimeCard	1.00	3,430.00	3,430.00
Software License for Infal Auditor Payroll and/or Voucher Interface	2.00	189.00	378.00
Software License for Infal Touch Screen TimeClock	1.00	0.00	0.00

Make checks payable to Primary Solutions	<b>Invoice Subtotal:</b>	11,968.00
	<b>Sales Tax:</b>	0.00
	<b>Invoice Total:</b>	<b>11,968.00</b>
	<b>Payments:</b>	0.00
	<b>Credits:</b>	0.00
	<b>Balance Due:</b>	<b>11,968.00</b>

Thank you for your business!

## **Clark County Board of Developmental Disabilities** **Agreement for Services with Non-Government Entities**

This Professional Service Agreement is made between **Ohio Valley AV, LLC (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall complete services to Board pursuant to this Agreement for a term of 120 days commencing on the date this contract is signed and ending within 120 days. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **Reference Annexure A**

### **3. Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office when the job is completed. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **Eighteen Thousand Four Hundred and Twenty-Nine Dollars and Eight-five Cents. (18,429.85)**. Any amount over the above amount will require an approved change order.

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

a) is disclosed by Board without restriction;

- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be

responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Insurance**

**Ohio Valley AV, LLC** will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by the County's liability coverage provider:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. Board of Clark County Commissioners (3130 E. Main St., Springfield, Ohio 45503) must be included as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

**Ohio Valley AV, LLC** failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract if not cured within a reasonable time after click to enter text receives written notice from the County. In the event of such an uncured breach, the County shall have the right to withhold any further payment(s) due to click to enter text and to terminate the contract immediately without liability for any such further payment(s). For purposes of clarity, any such termination shall not affect the County's responsibility for accrued charges for services performed prior to termination.

## **12. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

## **13. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

## **14. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Hold Harmless**

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **16. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate

against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**17. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**18. Successors**

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

**19. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, 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, the Board has the right to annul this Agreement without liability.

**20. Compliance with HB 694**

**Ohio Valley av** hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**21. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**22. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Ohio Valley AV, LLC  
858 Distribution Drive  
Beavercreek, OH 45434  
Attn: Sean T. Merkle  
Title: President

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Ohio Valley av**

**Clark County Board of DD**

By: \_\_\_\_\_  
*Sean T. Merkle, President*

By: \_\_\_\_\_  
*Will Bagnola, Superintendent*

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

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

*Approved as to form and legal sufficiency  
By Clark County Prosecutor's Office approved to form Date: February 2022  
William Hoffman Assistant Prosecuting Attorney*



ohio valley av

WORLD - CLASS PRESENTATION SOLUTIONS

	<b>ohio valley av</b> WORLD - CLASS PRESENTATION SOLUTIONS	858 Distribution Drive Beavercreek, OH 45434 Phone: 937-438-9710 Fax: 937-438-9712 <a href="http://www.ohav.com">www.ohav.com</a>	<b>Ohio Valley AV, LLC STS Contract:</b> <b>Index # STS581</b> <b>Contract # 800928 effective 08/22</b>
Company: Clark County		Ohio Valley AV Job#: PR-4802	
Job Description: Merle Kearns Room A/V System Upgrade			
Customer Address: 2430 Van Buren Ave City, State, Zip: Springfield, OH 45505		Date: 12/07/2022 Version: 2.00	
Contact: Bonnie Davis Phone: 937-371-9923 Fax:		Salesperson: Sean Merkle Engineer: JFI	
Email: <a href="mailto:bdavis@clarkdd.org">bdavis@clarkdd.org</a>		© The Contents Of This Proposal Are Proprietary And Confidential. Unauthorized Use Is Prohibited.	

Item	Qty.	Model	Manufacturer	Description	Each	Total	STS/Contract Number
1.	1	PowerLite L630U	Epson	6200 ANSI Lumen Projector, WUXGA (16:10) Native Resolution, Laser Light Engine	\$3,467.00	\$3,467.00	800912
2.	1	RPAU	Chief	Projector Mount	\$201.75	\$201.75	800928
3.	1	CMA443	Chief	Ceiling Plate	\$135.00	\$135.00	800928
4.	1	CMS203	Chief	Adjustable Pole	\$136.50	\$136.50	800928
5.	1	CMA473	Chief	Ceiling Box	\$165.75	\$165.75	800928
6.	1	116379	Draper	165" Diagonal (16:10 Format) Wall Mounted Electrically Operated Projection Screen, Contrast Grey Fabric	\$1,169.00	\$1,169.00	800826
7.	1	121223	Draper	Low Voltage Controller	\$220.00	\$220.00	800826
7.	1	227212	Draper	Wall Brackets	\$21.00	\$21.00	800826
8.	1	60-1761-02	Extron	70V Ohm Audio Amplifier, To Be Installed Instead Of Audio Amplifier Above	\$787.00	\$787.00	800826
9.	6	SYSTEM 19	Quam	2x2 Ceiling Tile Replacement Style Speakers	\$160.00	\$960.00	800928
9.	1	Apprimo Touch 7 Black	Biamp	7" Wired Touchpanel	\$875.00	\$875.00	800928
10.	1	Impera Tango	Biamp	Controller	\$875.00	\$875.00	800928
11.	1	AN-310-SW-R-8-POE	Araknis	Control Switch	\$557.00	\$557.00	Open Market
12.	1	GLO-IP2CCP	Global Cache	Relay Bus Box	\$156.00	\$156.00	Open Market
13.	1	GLO-IP2SLP	Global Cache	RS232 Bus Box	\$156.00	\$156.00	Open Market
14.	1	AP-S15	Atlas IED	Rack Power Center	\$131.00	\$131.00	800826
15.	1	UFA-8-F1	Middle Atlantic	Rack Shelf	\$58.00	\$58.00	800826
16.	1	BRK12	Middle Atlantic	12 Space Equipment Rack, Black Laminate	\$203.00	\$203.00	800826
17.	1	RK-RR12	Middle Atlantic	Rear Rack Rails	\$38.85	\$38.85	800826
18.	1	60-190-10	Extron	Rack Shelf	\$130.00	\$130.00	800826
19.	1	Custom	Ohio Valley AV	Single Gang Back Box	\$28.00	\$28.00	Open Market
20.	1	ORP2	Ohio Valley AV	Rack Plate With Service Jack	\$31.00	\$31.00	Open Market
21.	1	CG03858	Legrand	Jack Panel	\$14.00	\$14.00	Open Market
8.	1	30030	Legrand	HDMI Wall Plate Transmitter/Receiver Over Cat Cable System	\$865.00	\$865.00	Open Market
9.	1	60-1761-01	Extron	8 Ohm Audio Amplifier	\$645.00	\$645.00	800826
10.	1	Custom	Ohio Valley AV	Surface Mounted Wire Raceway	\$225.00	\$225.00	Open Market
11.	1	Job Materials	Ohio Valley AV	Materials (Bulk Wire, Connectors, Hardware, etc.)	\$401.00	\$401.00	
12.	1	Labor	Ohio Valley AV	Engineering, Programming, PM, Mock Up, and Installation Labor	\$4,472.00	\$4,472.00	800928
13.		S&H	Ohio Valley AV	Estimated Shipping & Handling	\$1,306.00	\$1,306.00	
<b>TOTAL</b>						<b>\$18,429.85</b>	
SERVICE AND MAINTENANCE AGREEMENT							
<b>SYSTEM GRAND TOTAL</b>						<b>\$18,429.85</b>	
Quote Expiration Date:						01/07/23	
© The Contents Of This Proposal Are Proprietary And Confidential. Unauthorized Use Is Prohibited.							

## DEVELOPMENTAL DISABILITIES OF CLARK COUNTY MERLE KEARNS ROOM A/V SYSTEM UPGRADE – SCOPE OF WORK

This project entails a ceiling mounted 6200 ANSI Lumen Laser projector with WUXGA (16:10) native resolution that will project images on to a new 165" diagonal (16:10 Format) wall mounted electrically operated projection screen. The source for this projector will be a wall mounted HDMI input plate which the existing PC can connect to. Source audio will be heard through the six new 2x2 ceiling tile replacement speakers driven by a new audio amplifier. Surface mounted wire raceway will be utilized to route A/V wiring where needed.

CUSTOMERS INITIALS: \_\_\_\_\_ ROOM INTEGRATION  
 SOW  
 DATE: \_\_\_\_\_ **1 OF 2**



**ohio valley av**

WORLD - CLASS  
PRESENTATION  
SOLUTIONS

A control system will be installed that will make the operation of this A/V system as easy to use as possible. A 7" diagonal wired control system touchpanel will be installed on the main desk in this room and will have an intuitive custom user interface programmed into it. A small equipment rack located near the main table will house audio and control processing equipment.

**It is herein set forth that:**

Developmental Disabilities of Clark County will be responsible for the following items:

- Providing any necessary wiring conduits
- Providing an electrical outlet (isolated 110V) at the projector location in the ceiling
- Providing an electrical outlet (isolated 110V) at the equipment rack location
- Providing and connecting hard-wired electrical service (110V) to the projection screen motor and controller
- Providing a PC with an HDMI output for use with this A/V system
- Full access to the facility during normal business hours to allow for completion of the project within reasonable guidelines agreed upon by Developmental Disabilities of Clark County and Ohio Valley AV

Ohio Valley AV will be responsible for the following items:

- Removing the existing wall mounted projection screen and speakers
- Pulling and terminating all new low voltage A/V cables
- Mounting and aligning the ceiling mounted projector and projection screen
- Mounting and wiring the speakers in the ceiling area
- Mounting and wiring the input plate as described above
- Mounting all racked and non-racked equipment and terminating all connections
- Programming of the control system touchpanel to control this A/V system as described above
- Start-up, test, adjust, and finalize all installation details

CUSTOMERS INITIALS: \_\_\_\_\_

SOW

DATE: \_\_\_\_\_

ROOM INTEGRATION

**2 OF 2**

# **Clark County Board of Developmental Disabilities**

## **Agreement for Services with Government Entities**

This Professional Service Agreement is made between **Esther Keyes (Contractor)**, and the **Clark County Board of Developmental Disabilities ("Board")**.

### **1. Term**

Contractor shall provide services to Board pursuant to this Agreement for a term commencing on **January 1, 2023** and ending **March 31, 2023**. The Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, however, that in the event of default by Contractor, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Contractor.

### **2. Duties**

The Board and Contractor agree to the following: **to serve as a translator/interpreter, on an as-needed basis for the Board. Duties will include assisting with the translation/interpretation of interviews between families of Board services and Board staff and accompanying information.**

3. **Service Site** 2527 Kenton Street, Springfield, OH 45505

### **4. Devotion of Time**

Contractor agrees to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement and Contractor obligation hereunder.

### **5. Fees**

Contractor shall submit an itemized bill for services to the business office by the first working day of each month. In order for the bills to be paid, they must be accompanied by all of the supporting documentation forms.

This Agreement is in the amount of **40.00 per hour for translator/interpreter services** and shall not exceed dollars (**\$5,000.00**).

### **6. Confidentiality**

During the term of this Agreement, and thereafter in perpetuity, Contractor shall not, without the prior written consent of Board, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Board's proprietary and confidential information such as, but not limited to: customer lists, business plans, marketing plans, financial information, designs,

drawings, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- a) is disclosed by Board without restriction;
- b) becomes publicly available through no act of Contractor
- c) is rightfully received by Contractor from a third party not associated with the Board.
- d) is a public record under Ohio Revised Code Section 149.43, subject to the limitations of Ohio Revised Code Section 149.431.

Notwithstanding the above, Contractor shall follow confidentiality requirements as outlined in the Ohio Revised Code Section 5126.044

## **7. Products of the Agreement**

- a. All products created for the Board by Contractor shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Contractor shall maintain all records and forms necessary to document the services provided through this Agreement for as long as required by any law, rule, or regulation but in all cases for a period of at least seven (7) years from receipt of payment or for six (6) years after any initiated audit is completed and adjudicated, whichever is longer.

## **8. Termination**

- a. This Agreement may be terminated by Board as follows:
  - i. If Contractor is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
  - ii. Nonperformance by Contractor of any terms, covenants, performance standards, or conditions of this Agreement.
  - iii. Breach or default by Contractor of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Board.
- b. Any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any law for the relief of, or relating to debtors.
- c. The filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of Contractor property.

## **9. Independent Contractor**

Contractor is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Contractor shall not be entitled to nor receive any benefit normally provided to Board's employees such as, but not limited to, vacation payment, retirement, health care, or sick pay. Board shall not be responsible for withholding income or other taxes from the payments made to Contractor pursuant to this Agreement. The parties hereby agree that all individuals employed by the Contractor who provide personal services to the Board are not public employees for purposes of Chapter 145 of the Ohio Revised Code.

**10. Use of Agents or Assistants:**

To the extent reasonably necessary to enable Contractor to perform the duties hereunder, Contractor shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties.

Contractor agrees to be fully responsible for Agreements/Contracts signed with entities other than the Board.

**11. Equipment and Supplies**

Unless otherwise agreed to by the Board in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies. Equipment/supplies purchased by the Board and shall remain the property of the Board.

**12. Controlling Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**13. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**14. Nondiscrimination Clause**

(1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

**15. Assignment**

Neither the Agreement nor any duties or obligations hereunder shall be assignable by Contractor without prior written consent by the Board. In the event of an assignment by Contractor to which the Board has consented, the assignee or a legal representative shall agree in writing with the Board to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

**16. Successors**

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

**17. Solicitation**

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than the bonafide employees working solely for Contractor, 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, the Board has the right to annul this Agreement without liability.

**18. Compliance with HB 694**

Esther Keys hereby certifies that they are in full compliance with campaign contributions provisions as outlined in Ohio Revised code 3517.13.

**19. Final Agreements**

The Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. The Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**20. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier services to the following:

If to: Esther Keyes  
232 W. Lincoln Street  
Brohman, Michigan 49312

If to: Clark County Board of DD  
2527 Kenton Street  
Springfield, OH 45505  
Attn: Will Bagnola  
Title: Superintendent

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

**Esther Keyes**

**Clark County Board of DD**

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

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

*Will Bagnola, Superintendent*

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

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

*Approved as to form and legal sufficiency*

*By Clark County Prosecutor's Office approved to form Date: February 2022*

*William Hoffman Assistant Prosecuting Attorney*



**Contract for Janitorial Services  
Rendered to Community Living Services and Early Intervention**

**Scope of Duties to be performed:**

- Provide janitorial services, which include:
  - Clean bathrooms - clean bowl, disinfecting toilets, sinks, counter tops, replace paper products and soap and dust and wet mop floors.
  - Sweeping entrance carpets.
  - Dust tables in file and meeting rooms, dust top of cubicles
  - Trash (regular and recycled).
  - Break room – wipe off table/chairs and dust/wet mop floors.
  - Clean drinking fountains and sinks.
  - Disinfecting door knobs
  - Cleaning lobby windows
  - Sweep Carpets-Monday and Wednesday Only
- Provide supervision of TAC Leased Employees, individuals, performing Janitorial Services at Community Living Facility.
- Assuring daily/weekly duties are performed to expectation.
- Provide training/re-training when necessary.

**Projected Schedule of Services:**

- Janitorial services will be provided Monday through Friday with times varying though out the week due to individual's schedules.
- Supervision and training/re-training may occur anytime individuals are working.

**Manpower:**

- 2-3 individuals to provide the janitorial service and 1 staff to provide training as needed

**Labor Cost:**

- \$16.30 per hour, which includes the cost of supervision.
- Only actual labor hours will be billed and will not exceed 20.5 hours per week.
- DEVELOPMENTAL DISABILITIES OF CLARK COUNTY will be invoiced weekly and payment made within 15 days of receipt thereof.

**Proposal Terms:**

This agreement is in effect for one year, at which time renewal will occur pending agreement from both parties. Either party may discontinue services with a 24 hour notice.

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Developmental Disabilities of Clark County Authorization

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TAC Authorization

## Clark County Board of Developmental Disabilities

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**Policy:** Positive Support

**Application:** Program Wide

**Procedure:** Development and implementation of behavioral support strategies.

**Application:** Program Wide

**Board Approved:** \_\_\_\_\_

**CARF Ref:** Section III.C.3 (P)

**Revised:**

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NOTE: All parenthetical references in red refer to OAC 5123-2-06

### (1) Purpose of behavioral support strategies

- a. Individuals with developmental disabilities are supported in a caring and responsive manner that promotes dignity, respect, and trust and with recognition that they are equal citizens with the same rights and personal freedoms granted to Ohioans without developmental disabilities (A,1)
- b. An individual's services and supports are based on an understanding of the individual and the reasons for his or her the individual's actions (A, 2)
- c. Effort is directed at creating opportunities for individuals to exercise choice in matters affecting their everyday lives and supporting individuals to make choices that yield positive outcomes. (A, 3)
- d. The focus of a behavioral support strategy is the proactive creation of supportive environments that enhance an individual's quality of life by understanding and respecting the individual's needs and expanding opportunities for the individual to communicate and exercise choice and control through identification and implementation of positive measures such as (D, 1, a – e):
  - i. Emphasizing alternative ways for the individual to communicate needs and to have needs met;
  - ii. Adjusting the physical or social environment;
  - iii. Addressing sensory stimuli;
  - iv. Adjusting schedules; and
  - v. Establishing trusting relationships.

### (2) Restrictive measures

- a. Restrictive measures include manual, mechanical, or chemical restraint as defined in OAC 5123:2-2-06-C, as well as restriction of an individual's rights as enumerated in section 5135.62 of the Revised Code.

- b. Restrictive measures are to be used only when necessary to keep people safe and always in conjunction with positive measures. (A, 4)
- c. A behavioral support strategy may include manual, mechanical, or chemical restraint only when an individual's actions pose risk of harm. (D, 7, d, i, a)
  - i. "Risk of harm" means there exists a direct and serious risk of physical harm to the individual or another person. For risk of harm, the individual must be capable of causing physical harm to self or others and the individual must be causing physical harm or very likely to begin causing physical harm. (C, 20).
  - ii. Chemical restraint may also be utilized in the presence of a precisely-defined pattern of behavior that is very likely to result in risk of harm (D, 7, d, i, b)
  - iii. A behavioral support strategy that includes manual or chemical restraint must specify when and how the provider will notify the individual's guardian when such restraint is used. (D, 6)
- d. A behavioral support strategy may include restriction of an individual's rights only when an individual's actions pose risk of harm or are very likely to result in the individual being the subject of legal sanction such as eviction, arrest, or incarceration. (C, 19, a)
  - i. Absent risk of harm or likelihood of legal sanction, an individual's rights shall not be restricted (e.g., by imposition of arbitrary schedules or limitation on consumption of food, beverages, or tobacco products). (C, 19, b)
- e. Reconsideration of a medication initially presumed to not be a chemical restraint (all below in E 1 and 2):
  - i. If a medication not previous presumed to be a chemical restraint results in a general or non-specific blunt suppression of behavior (i.e., the effect of the medication results in a noticeable or discernible difference in the individual's ability to complete activities of daily living), the qualified intellectual disability professional or the service and support administrator is to:
    1. Ensure the individual's team and medication prescriber are notified
    2. Meet with the team to consider what actions may be necessary (examples: possible adjustment of medication by the prescriber, seeking opinions from other prescribers, introducing activities that mitigate the medication's impact)
    3. Address the use of the medication as a Chemical Restraint if the general or non-specific blunt suppression of behavior continues beyond thirty days.

(3) A behavioral support strategy that includes restrictive measures requires (all below in D, 2):

- a. Documentation that demonstrates that positive measures have been employed and have been determined ineffective

- b. An assessment conducted within the past twelve months by a person meeting the criteria set forth 5123-2-06-D-4 and which clearly describes:
  - i. The behavior that poses risk of harm or likelihood of legal sanction;
  - ii. The level of harm or type of legal sanction that could reasonably be expected to occur with the behavior;
  - iii. When the behavior is likely to occur;
  - iv. The individual's interpersonal, environmental, medical, mental health, communication, sensory, and emotional needs; diagnosis; and life history including traumatic experiences as a means to gain insight into origins and pattern of the individual's actions
- c. A description of actions to be taken to:
  - i. Mitigating risk of harm or likelihood of legal sanction;
  - ii. Reducing and ultimately eliminating the need for restrictive measures; and
  - iii. Ensuring individuals are in environments where they have access to preferred activities and are less likely to engage in unsafe actions due to boredom, frustration, lack of effective communication, or unrecognized health problems.

(4) A behavioral support strategy that includes restrictive measures shall (a. – h. below in D, 5):

- a. Be designed in a manner that promotes healing, recovery, and resilience
- b. Have the goal of helping the individual to achieve outcomes and pursue interests while reducing or eliminating the need for restrictive measures to ensure safety;
- c. Describe tangible outcomes and goals and how progress toward achievement of outcomes and goals will be identified;
- d. Recognize the role environment has on behavior;
- e. Capitalize on the individual's strengths to meet challenges and needs;
- f. Delineate restrictive measures to be implemented and identify those who are responsible for implementation
- g. Specify steps to be taken to ensure the safety of the individual and others
- h. As applicable, identify needed services and supports to assist the individual in meeting court-ordered community controls (such as mandated sex offender registration, drug-testing, or participation in mental health treatment) or to outline necessary coordination with other

entities (e.g., courts, prisons, hospitals, and law enforcement) charged with the individual's care, confinement, or reentry to the community.

- i. Never involve prohibited measures as defined in OAC 5123-2-06-C-14, including (D, 3):
  - i. Prone (i.e., face-down/chest-down) restraint
  - ii. Restraint that has the ability to inhibit breathing, is medically contraindicated, or causes pain or harm
  - iii. Disabling an individual's communication device
  - iv. Denial of meals, snacks, or beverages (excluding denial of snacks or beverages for an individual with primary polydipsia or a compulsive eating disorder attributed to a diagnosed condition such as "Prader-Willi Syndrome," and denial is based on specific medical treatment of the diagnosed condition and approved by the human rights committee).
  - v. Placing an individual in a room with no light
  - vi. Subjecting an individual to damaging or painful sound
  - vii. Application of electric shock to an individual's body (excluding electroconvulsive therapy prescribed by a physician as a clinical intervention to treat a diagnosed medical condition and administered by a physician or a credentialed advanced practice registered nurse).
  - viii. Subjecting an individual to any humiliating or derogatory treatment
  - ix. Squirting an individual with any substance as an inducement or consequence for behavior
  - x. Using any restrictive measure for punishment, retaliation, convenience of providers, or as a substitute for services
- j. Not use time-out procedures as defined in OAC 5123:2-2-06-C-24

(5) When a behavioral support strategy that includes restrictive measures is proposed by an individual and the individual's team the qualified intellectual disability professional or service and support administrator, as applicable, shall (a. – d. below in D, 7):

- a. Ensure the strategy is developed in accordance with the principles of person-centered planning and trauma-informed care and incorporated as an integral part of the individual service plan.
- b. When indicated, seek input from persons with specialized expertise to address an individual's specific support needs
- c. Secure the informed consent of the individual or individual's guardian, as applicable (and as defined in C, 9).

- d. Submit to the human rights committee (HRC) the strategy and documentation, including the record of restrictive measures described in OACB 5123-2-6 (F)(4). This strategy shall be based upon an assessment that clearly indicates:
  - i. the justification of the proposed restrictive measure with relation to risk of harm or likelihood of legal sanction
  - ii. the nature and degree of risk to the individual if the restrictive
- e. Notify the individual or guardian at least seventy-two hours in advance of the date, time and location of the HRC meeting. The individual or guardian has the right to attend to present related information in advance of the human rights committee commencing its review. (H, 2, b)
- f. Ensure the strategy is reviewed by HRC or superintendent designee and approved prior to implementation and whenever the behavioral support strategy is revised to add restrictive measures. Strategies may be reviewed by either emergency request or routine request procedures as detailed in OAC 5123-2-6-H and Clark County Board of Developmental Disabilities Human Rights Committee Procedure (15).
- g. Communicate to the individual or guardian the HRC's written determination of approval or rejection of the strategy, including the HRC's explanation if the strategy was rejected. (H, 2, d).
- h. Submit an individual or guardian's written request for HRC reconsideration of strategy rejection.
  - i. Such a request should have additional information provided as rationale for the request and should be submitted to the qualified intellectual disability professional or service and support administrator within fourteen days of receipt of HRC's rejection. (H, 2, e)
  - ii. This request should be forwarded to the HRC within seventy-two hours of receipt, after which the HRC will consider the request and respond in writing to individual or guardian within fourteen days of receiving the request. (H, 2, e)
  - iii. If dissatisfied with the strategy or process used to develop the strategy, an individual or guardian may, as applicable, either appeal to the intermediate care facilities' specially constituted committee or seek administrative resolution per OAC 5123-4-04. (H, 2, f and g)

(6) Use of a restrictive measure without prior approval

- a. Nothing in this rule shall be construed to prohibit or prevent any person from intervening in a crisis situation as necessary to ensure a person's immediate health and safety. (I, 1)
- b. Use of a restrictive measure, including use of a restrictive measure in a crisis situation (e.g., to prevent an individual from running into traffic), without prior approval in accordance with

paragraph (H) of this rule shall be reported as an "unapproved behavioral support" in accordance with rule 5123-17-02 of the Administrative Code. (I, 2)

(7) Implementation, documentation, and monitoring of restrictive measures

- a. Information regarding behavioral support strategies that include restrictive measures shall be entered in DODD's restrictive measures notification system by the county board or intermediate care facility (as appropriate). Entries are to be made after HRC or emergency approval and prior to strategy implementation, as well as when a restrictive measure is discontinued. (J, 1 and 2)
- b. Restrictive measures shall be implemented with sufficient safeguards and supervision to ensure the health, welfare, and rights of individuals receiving specialized services. (F, 1)
- c. Each person providing specialized services to an individual with a behavioral support strategy that includes restrictive measures shall successfully complete training in the strategy prior to serving the individual. (F, 2)
- d. After each incidence of manual restraint, a provider shall take any measures necessary to ensure the safety and wellbeing of the individual who was restrained, individuals who witnessed the manual restraint, and staff and minimize traumas for all involved. (F, 3)
- e. Each provider shall maintain a record of the date, time, and antecedent factors regarding each event of a restrictive measure other than a restrictive measure that is not based on antecedent factors (e.g., bed alarm or locked cabinet). The record for each event of a manual restraint or a mechanical restraint will include the duration. The provider will share the record with the individual or the individual's guardian, as applicable, and the individual's team whenever the individual's behavioral support strategy is being reviewed or reconsidered. (F, 4)
- f. The qualified intellectual disability specialist or service and support administrator will ensure the strategy is reviewed by the individual and the individual's team at least every ninety calendar days or more frequently when specified by the human rights committee to determine and document the effectiveness of the strategy and whether the strategy should be continued, discontinued, or revised. The review shall consider (all below in D, 7, f):
  - i. Numeric data on changes in the severity or frequency of behaviors that had been targeted for reduction due to a threat to safety or wellbeing;
  - ii. New skills that have been developed which have reduced or eliminated threats to safety or wellbeing;
  - iii. The individual's self-report of overall satisfaction in achieving desired outcomes and pursuing interests; and
  - iv. Observations by paid staff and/or natural supports as they relate to safety or wellbeing and the individual's achievement of desired outcomes and pursuit of interests.
  - v. The perspective of the individual and at least one direct support professional involved if manual restraint has been used in the last ninety days. These perspectives should

address the reason the manual restraint occurred and what could be done differently in the future to avoid manual restraint.

- vi. Up-to-date information used to justify if the strategy should be continued.
- g. Annually, the county board or intermediate care facility (as appropriate) will compile and analyze aggregate data extracted from DODD's restrictive measures notification application. Data and analysis will be made available to HRC by March fifteenth for each year for the preceding year and will also be available to DODD upon request. Data compiled and analyzed shall include, but is not limited to (all below in K 1 and 2):
  - i. Nature and frequency of risk of harm or likelihood of legal sanction that triggered development of strategies that include restrictive measures;
  - ii. Number of strategies that include restrictive measures by type of restrictive measure (i.e., chemical restraint, manual restraint, mechanical restraint, and rights restriction) reviewed, approved, rejected, and reauthorized by HRC;
  - iii. Number of restrictive measures by type of restrictive measure (i.e., chemical restraint, manual restraint, mechanical restraint, and rights restriction) implemented;
  - iv. Number of strategies that include restrictive measures that have been discontinued and the reasons for discontinuing the strategies;
  - v. An in-depth review and analysis of either:
    - 1. Trends and patterns regarding strategies that include restrictive measures for purposes of determining methods for enhancing risk reduction efforts and outcomes, reducing the frequency of restrictive measures, and identifying technical assistance and training needs; or
    - 2. A sample of implemented strategies that include restrictive measures for purposes of ensuring that strategies are developed, implemented, documented, and monitored in accordance with this rule.

## SUMMARY OF CHANGES TO BEHAVIOR SUPPORT POLICY

All changes to county policy mirror changes in state behavior support rule effective 10/1/22. Summary of changes are as follows:

- Detailed emphasis on positive/preventative measures, even when restrictions are present, to enhance the individual's quality of life, including:
  - expanding opportunities to exercise choice and control
  - explore new/alternative ways for individuals to communicate needs
  - adjusting physical/social/sensory environments and schedules
  - establishing trusting relationships
  
- Updated definition and monitoring criteria of chemical restraints:
  - no longer determined by diagnosis - now based around evidence of "blunt suppression of behavior" that creates difficulties in completing daily living activities such as walking, speaking, or participating in desired activities.
  - also includes use of medication used to treat sexual offending behavior
  
- Clarifications regarding prohibited measures:
  - Denials of meals, snacks, or beverages are only allowed within the context of specific medical treatments for compulsive eating/drinking disorders such as primary polydipsia or Prader-Willi Syndrome.
  - Electroconvulsive therapy prescribed by a doctor for a diagnosed medical condition is appropriate and is different from the still-prohibited use of "shock treatments" as a consequence for behavioral concerns.
  
- New guidelines/considerations for team development of restrictive measures and Human Rights Committee (HRC) approval of such measures:
  - team and HRC must consider the nature & degree of risk to the individual from the use of the proposed restriction
  - team must seek specialized expertise as deemed necessary
  - new emergency request process for HRC approval, including justification risk of harm and evidence that all available positive measures have proved ineffective or infeasible
  - HRC may request team reviews of restriction to be more frequent than standard 90 day requirement
  
- New provisions for individual/guardian involvement in restrictive measure approval process and monitoring:
  - individual or guardian will be notified a minimum of 72 hours prior to HRC review of strategy and have opportunity to present information to HRC
  - If the HRC rejects a restricted measure, the individual or guardian may submit a rationale for reconsideration with 14 days of the initial decision. If dissatisfied with the team process for developing behavioral supports, individual or guardian may appeal to either a specifically constituted committee (if residing in an ICF) or otherwise may seek administration resolution with county board.
  - strategies must specify when and how guardians want to be notified about the use of manual or chemical restraint

- provider will share record of use of restraint with individual or guardian whenever behavior strategy is being reviewed
  
- New guidelines on implementation and monitoring of restrictive measures:
  - Minimum of 90 day team review must include:
    - data on changes in frequency or severity of behavior of risk
    - reports from supports regarding individual's wellbeing
    - any new skills individual is developing, as well as individual's overall satisfaction with life and discussion of tangible outcomes and goals individual is trying to achieve which may help reduce or eliminate need for restrictive measures
    - if a manual restraint has been used, input from both individual and staff involved on what could be done differently in the future to avoid use of restraint.
  - After use of manual restraint, a provider shall take any measures necessary to ensure safety and minimize trauma for the individual who was restrained, individuals who witnessed the restraint, and any staff involved.
  
- Updated instruction on annual analysis of restrictive measures data from DODD app for both ICF and county board (separate analysis).

**Clark County Board of Developmental Disabilities**  
**January 1, 2023 – April 30, 2023 Strategic Plan (continued from 2022)**

**Goal A: Attain Operational Excellence**

1. Strengthen strategic partnerships.
  - Examples – Mental Health, Rocking Horse Center, providers
2. Restructure FF Mueller services, as needed.
3. Utilize data to increase efficiency and make quality decisions across the agency.
4. Retain good employees.
5. Continue to strengthen leadership development and supervisory skills.
6. Utilize effective and efficient technology to enhance operational excellence.
  - Enhance technology in Clark DD through appropriate capital investments
  - Train staff in use of technology

**Goal B: Increase public understanding, support, and engagement**

1. Encourage and foster inclusive personal relationships for people with developmental disabilities.
2. Support schools in creating an inclusive environment for all students.
3. Support families with challenges experienced, particularly those resulting from the pandemic.
4. Continue community education and outreach.
  - Supporting inclusive personal relationships
  - Sharing success stories

**Goal C: Enhance quality services**

1. Partner with provider agencies and independent providers to increase quality and quantity in the workforce.
2. Improve person-centered planning; ensure all plans are person centered.
  - Encourage the individual to advocate for him or herself in the planning
  - Development of quality service outcomes
  - Matching with proper provider of services
  - Monitoring
  - Clear explanation of provider and SSA responsibilities
3. Expand the use of Assistive and Supportive Technology.
  - Within the agency to connect with individuals in meaningful ways
  - For individuals we serve to support independent living and working

**Goal D: Increase individual success in employment and community integration**

1. Increase the number of individuals with DD working in the community.
  - Assist individuals in learning about community employment options
  - Continue to coordinate activities for individuals that help individuals learn about strengths and interests and that further progress on the individual's path to community employment
  - Continue to educate and foster relationships with employers
2. Increase provider options/services to better support individual interests and needs.

## Community Connections & Employment

The CCE team had a wonderful time participating in the Springfield Rotary's 100<sup>th</sup> annual Christmas Party for elementary students from each of the Clark County school districts. 150+ students enjoyed showing off their dance moves with Minions "Kevin" (Beth Lamb) & "Bob" (Melissa Treon) and taking photos with them! The CCE team did an outstanding job taking photos, dancing, and printing photos!



December 12, 2022

# EMPLOYMENT NEWS

## CC&E Department Newsletter

November 30, 2022



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<b>Bruce</b>	<b>Woerber Mustard</b>	<b>Production</b>	<b>32 years</b>
<b>John</b>	<b>Pizza Hut</b>	<b>Box Folder</b>	<b>12 years</b>
<b>Michael</b>	<b>McDonald's</b>	<b>Lobby Attendant</b>	<b>3 years</b>
<b>Brock</b>	<b>WPAFB</b>	<b>Security Clerk</b>	<b>3 years</b>
<b>Jeremiah</b>	<b>Silfex/Staffmark</b>	<b>Production Worker</b>	<b>1 year</b>
<b>Seth</b>	<b>Wright-Patterson Inn</b>	<b>Laborer</b>	<b>1 year</b>
<b>Brooklyn</b>	<b>SRMC</b>	<b>Housekeeping</b>	<b>1 year</b>
<b>David</b>	<b>Bargain Hunt</b>	<b>Cashier</b>	<b>New this month</b>
<b>Jamie</b>	<b>Community Markets</b>	<b>Cashier</b>	<b>New this month</b>

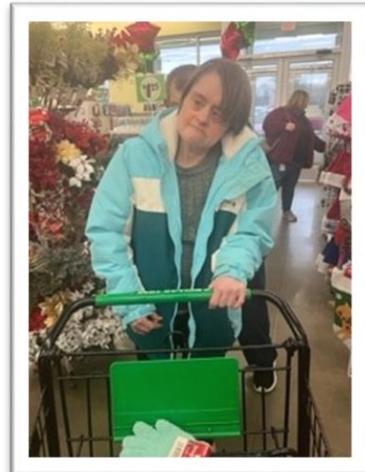


## Adult Services at Town and Country Center



*It's always fun at Town and Country as Joanne, John, Chris and Cathy have fun making crafts having lunch and decorating the doors.*

### **Community Integration**



*Kathy and Tony enjoy getting out in the community spending time shopping at the local dollar store.*

## Early Childhood

Welcome to the season of giving! All of us here in the Early Childhood Department give back to our community each year with a donation or an effort of kindness. This year we have decided to help with the toy drive the Salvation Army puts on. We will be sorting toys that have been donated for the children of our community and assisting with the bagging. We are excited as this is something different for us.



Our staff have grown by leaps and bounds. 9 years ago, when I took on the role of supervisor for this department we had 6 developmental specialists, an administrative assistant and myself. Today that number has grown! Currently we have 6 developmental specialists, 4 service coordinators, 2 SSAs for the 3-5-year old's, 1 speech therapist, 1 occupational therapist, a Spanish interpreter, the same wonderful administrative assistant, and myself. Each person is so dedicated and valued for their roles and expertise. Our newest member of the team is Jessie Messina. Jessie is a service coordinator who is learning the role and growing every day in her knowledge of resources to be able to help her families. When you see her out and about please welcome her to the board!

If you thought that was good news.....



Meet Ariya! Ariya came to us in January at two months old with several health concerns. During our time we have worked on meeting developmental milestones and talking through medical appointments. We have been working on gross motor skills for the past few months. Ariya is now crawling. She is able to follow mom and dad around the house and play with them. Mom and dad are so happy with where Ariya has come so far and they are excited to see where she will go! Great Job Ariya!!!

## FF Mueller Residential Services



Great month in October for activities: Kenny, Tom, and Andria had a great time at Young's Dairy Farm! They were able to see and touch the farm animals which was very calming and therapeutic for the individuals. Which was topped off with a nice healthy lunch from Young's Dairy Farm. As you see Andria & Tom love to eat Young's hamburgers and fries.

### **Thanksgiving Dinner**



In November all the individuals were able to eat a nice Thanksgiving dinner with their families. The delicious food and deserts were prepared by Robert Haggard. The individuals, families, and staff had a delightful time congregating, laughing, and listening to holiday music. This was a chance for Marquetta, Billy, Matt, and Kathy to spend time with their love ones.

## HUMAN RESOURCES

November was busy with **Teamster negotiations**, a review of **claims from our medical insurance** (0% increase for 2023!), an open enrollment period and **five interviews with top candidates for the Director Human Resources** position. We have selected four candidates to meet with the leadership team for a final assessment. The hope is to select the new director, with a start date sometime in January for a 3-month orientation overlap.

3<sup>rd</sup> quarter turnover is below. We remain steady at 27%, but hope that the economy slows down a bit for less movement among employees.



### TURNOVER ANALYSIS JANUARY-SEPTEMBER 2022

# OF TERMS	# OF CURRENT STAFF	DEPARTMENT	CURRENT % OF TURNOVER	ANNUALIZED % OF TURNOVER
15	31	Mueller Residence	48.4%	64.5%
1	17	Administration	5.9%	7.8%
6	32	CLS	21.9%	29.2%
1	11	Transportation	9.1%	12.1%
0	5	ADS	0.0%	0.0%
1	12	CEC	0.0%	0.0%
1	14	Early Childhood Intervention	7.1%	9.5%
1	5	Facilities	20.0%	26.7%
26	127		20.5%	27.3%

#### TURNOVER HISTORY

YEAR	TURNOVER %
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2019	29.8%
2020	30.4%
2021	27.3%
2022	27.3%