

Clark County Board of Developmental Disabilities Agenda



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

**Tuesday, 11/21/2023 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 – Action Needed	1 2																											
5.	Approval of Minutes	Motion to approve the Minutes of the October 17, 2023 Board Meeting as presented. – Action Needed	1 2																											
6.	Financial Reports	<table border="1"> <thead> <tr> <th>October 31, 2023</th> <th>Expenditure</th> <th>Revenue</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td>\$ 941,624.72</td> <td>\$ 145,129.15</td> </tr> <tr> <td>Community Residential Fund</td> <td>\$ 492,466.29</td> <td>-</td> </tr> <tr> <td>FF Mueller Center Fund</td> <td>\$ 297,082.98</td> <td>\$ 281,391.00</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 70,176.33</td> <td>-</td> </tr> <tr> <td>Donation Fund</td> <td>-</td> <td>\$ 2,304.40</td> </tr> <tr> <td>Bequest Fund</td> <td>-</td> <td>\$ 461.30</td> </tr> <tr> <td>Medicaid Reserve Fund</td> <td>-</td> <td>-</td> </tr> <tr> <td>Totals</td> <td>\$ 1,801,350.32</td> <td>\$ 429,285.85</td> </tr> </tbody> </table>	October 31, 2023	Expenditure	Revenue	General Fund	\$ 941,624.72	\$ 145,129.15	Community Residential Fund	\$ 492,466.29	-	FF Mueller Center Fund	\$ 297,082.98	\$ 281,391.00	Capital Improvement Fund	\$ 70,176.33	-	Donation Fund	-	\$ 2,304.40	Bequest Fund	-	\$ 461.30	Medicaid Reserve Fund	-	-	Totals	\$ 1,801,350.32	\$ 429,285.85	1 2
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Motion for financial as presented: Action Needed																														
7.	Board Committees – Personnel Committee had a meeting prior to the November Board Meeting. Minutes will be presented at the December Board Meeting.																													
8.	Old Business – none																													
9.	Employee Recognition - none																													
10.	New Business																													
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		Motion for contracts as presented: Action Needed																												

	b.	OACB Delegate	Motion to nominate an OACB Delegate and Alternate for the Annual Meeting in December. Action Needed	1 2
	c.	Review MUI Data and MUI Training	Review MUI Data and MUI Training: Presented by Gretchen Hovda	
11.	Superintendent's Report Bagnola		Motion to approve Superintendent's Report as presented. Action Needed	1 2
12.	Executive Session		Motion to enter into Executive Session for the purpose of consideration of compensation of employees and other personnel matters (ORC 121.22[g][1]). - Action Needed <input type="checkbox"/> Andy Irick <input type="checkbox"/> Brad Boyer (excused) <input type="checkbox"/> Carmen Miesse <input type="checkbox"/> Darrell Jackson <input type="checkbox"/> Becky Carden <input type="checkbox"/> Eddie Ford <input type="checkbox"/> Rita Marshall	1 2
a.	Continued New Business		Motion for compensation of employees and other personnel matters. Action Needed:	1 2
b.	Health Insurance Update		Motion for Health Insurance, Dental and Vision as presented: Action Needed	1 2
13.	Communications			
	▪			
14.	Comments from the Board Members			
15.	The Next Meeting		The next regular meeting of the Clark County Board of Developmental Disabilities will be held on Tuesday, December 19, 2023 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.	
16.	Adjournment		Motion to adjourn the meeting at p.m. - Action Needed	1 2

Clark County Board of Developmental Disabilities Minutes

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



Tuesday, 10/17/2023, 5:15 p.m.
 Buckeye Conference Room.

1.	Call to Order	President called the meeting to order at 5:15 p.m.																														
2.	Roll Call	In attendance were: <input type="checkbox"/> Brad Boyer (excused) <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:	Shannon C, Tim N, Will B, Ravi S, Scott A, Scott J, Shundrick P, Gretchen H, Rachelle M																														
3.	Introduction of Visitors	Kathleen Brown, Lora Krugh Campbell, Lyndsay Lemon, Sam M																														
4.	Approval of Agenda	Motion to approve the Agenda as presented. – Action Needed: Motion Approved		1 B. Carden 2 E. Ford 6 Ayes 0 Nays																												
5.	Approval of Minutes	Motion to approve the Minutes of the September 19, 2023 Board Meeting as presented. – Action Needed: Motion Approved		1 A. Irick 2 C. Miesse 6 Ayes 0 Nays																												
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Action Needed: Motion Approved																																
Ravi presented the September financials to the board.																																
7. Board Committees - none																																
8. Old Business - none																																
9. Employee Recognition – Crystal Homberger (Scott Jones will introduce) was sick, Scott will introduce in November. Gretchen introduced Lyndsay Lemon, new IA. Will introduced Lora Krugh Campbell, Community Coordinator. Rachelle introduced Kathleen Brown.																																
10.	a. Contracts (pages)	<table border="1"> <thead> <tr> <th>Vendor</th> <th>Services</th> <th>Cost</th> <th>Beg/End Dates</th> </tr> </thead> <tbody> <tr> <td>Ohio Valley AV</td> <td>Buckeye Room AV system</td> <td>\$ 47,072.25</td> <td>Work completed within 120 days</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Vendor	Services	Cost	Beg/End Dates	Ohio Valley AV	Buckeye Room AV system	\$ 47,072.25	Work completed within 120 days													1 D. Jackson 2 C. Miesse 6 Ayes 0 Nays							
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Motion for contracts as presented - Action Needed: Motion Approved																																
Will presented the Ohio Valley AV contract to the board.																																

	b.	Medical Insurance	Motion to approve medical insurance premiums and changes to 2024 benefit plans. Action Needed: Tim spoke to the board regarding the medical insurance. Met with Medical Mutual on Monday. Tim will have numbers for the board in November. Tim and Ravi asked the board for a blanket approval of a 3% increase or less. The board did approve this.	1 A. Irick 2 B. Carden 6 Ayes 0 Nays
11.		Update to policy	Motion to approve Meetings of the County Board: Electronic Participation (BOM09a) as presented. Action Needed: Motion Approved Will presented the policy to the board	1 A. Irick 2 E. Ford 6 Ayes 0 Nays
12.		Positive Support	Motion to approve Development and implementation of behavioral support strategies as presented. Action Needed: Motion Approved Sam M presented to the board.	1 C. Miesse 2 A. Irick 6 Ayes 0 Nays
13.		Technology First	Motion to approve Technology First Procedure as presented. Action Needed: Motion Approved Scott A presented to the board.	1 A. Irick 2 E. Ford 6 Ayes 0 Nays
14.		Professional Development Plan	Motion to approve Will's Professional Development Plan as presented. Action Needed: Motion Approved Will presented his professional development plan to the board.	1 D. Jackson 2 E. Ford 6 Ayes 0 Nays
15.		Superintendent's Report Bagnola	Motion to approve Superintendent's Report as presented. Action Needed: Motion Approved Will presented the superintendent's report to the board. <ul style="list-style-type: none"> • We Thrive Together – Will shared the November 2023 calendar with the board. They have a friendly caller program. Daily check in service, that can be linked to the SSA. • Leslie Crew – Leslie from FCFC has resigned. We are looking for her successor. • Ohio Rise – The driver of this program is Medicaid. Getting this program off the ground has been tough. • Parents of minors can be the provider. This has been an ongoing discussion. • OACB – This is November 30th and December 1st in Columbus. We do not have any other details yet. Contact Heather Bowen if you would like to register. 	1 A. Irick 2 D. Jackson 6 Ayes 0 Nays
16.		Communications		
			▪ OACB Conference – Will spoke to the board about the upcoming OACB conference.	
17.		Comments from the Board Members		
18.		The Next Meeting	The next regular meeting of the Clark County Board of Developmental Disabilities will be held on Tuesday, November 21, 2023 , 5:15 p.m., Buckeye Conference Room, 2527 Kenton Street.	
19.		Adjournment	Motion to adjourn the meeting at 6:25 p.m. - Action Needed: Motion Approved	1 C. Miesse 2 E. Ford 6 Ayes 0 Nays

Financial Report (November 2023)
(Ravi Shankar, Comptroller)

Revenues:

The General fund revenue for the month of October 2023 include TCM reimbursements rent receipts and Part C reimbursements.

Expenses:

The expenses for the October 2023 are normal program expenses. We paid the first quarter 2024 waiver match of \$343,962.03

Request for Proposal (RFP) for Managed Computer Services:

The current contract for Managed computer system expires at the end of the year. A new RFP is posted for the services beginning from January 1st 2025 at Clark DD website. A recommendation for approval of a contract for Managed Computer services will be presented at the December 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 October 30th , 2023

	Annual Budget 2023	Actual Year to Date 2023	Actual Year to Date 2022	% of Actual to Budget 2023	% of Actual to Budget 2022
Real Estate Tax	\$ 12,043,000.00	\$ 12,445,294.69	\$ 12,237,688.49	103%	97%
Federal/Medicaid/Targeted Case Management	\$ 1,100,000.00	\$ 751,049.24	\$ 823,952.04	68%	63%
Federal/Medicaid Administrative Claiming	\$ 600,000.00	\$ 366,445.48	\$ 467,928.67	61%	82%
Federal/Title XX	\$ 87,000.00	\$ 68,335.75	\$ 57,421.88	79%	36%
Federal - ICF DD	\$ 2,723,000.00	\$ 2,222,690.36	\$ 2,589,660.32	82%	80%
Federal - Part C - Early Intervention	\$ 323,900.00	\$ 265,471.80	\$ 261,614.70	82%	76%
Prior Year Medicaid Match Reconciliation	\$ 1,599,000.00	\$ 1,305,093.04	\$ 1,225,249.97	82%	114%
Prior Years cost reports settlements	\$ 630,000.00	\$ 635,032.40	\$ 0.00	101%	
Active Treatment	\$ 50,000.00	\$ 115,140.93	\$ 56,782.87	230%	568%
Reimbursements/Refunds	\$ 141,000.00	\$ 120,777.34	\$ 89,589.13	86%	77%
Rental ECC	\$ 42,300.00	\$ 44,156.80	\$ 22,457.80	104%	23%
Rental Family Homes	\$ 35,700.00	\$ 31,255.00	\$ 28,154.72	88%	58%
FCFC Reimbursement	\$ 92,400.00	\$ 66,026.83	\$ 76,791.37	71%	66%
Capital Receipts	\$ -	\$ 1,377,651.23	\$ 86,041.65	0%	17%
Other Receipts	\$ 500.00	\$ 13,938.63	\$ 16,317.68	2788%	2577%
Total Receipts	\$ 19,467,800.00	\$ 19,828,359.52	\$ 18,039,651.29	102%	89%

Schedule of Disbursements-Budget and Actual
For the Period Ended October 30th , 2023

	Annual Budget 2023	Actual Year to Date 2023	Actual Year to Date 2022	% of Actual to Budget 2023	% of Actual to Budget 2022
Salaries	\$ 7,623,400.00	\$ 5,749,094.45	\$ 5,462,333.30	75%	70%
Fringes & Benefits	\$ 4,430,700.00	\$ 2,787,111.73	\$ 2,964,380.26	63%	51%
Services & Materials	\$ 694,700.00	\$ 962,255.95	\$ 506,195.51	139%	36%
Program Services	\$ 6,460,200.00	\$ 4,453,936.25	\$ 3,919,896.55	69%	51%
Capital	\$ 494,500.00	\$ 271,060.14	\$ 335,746.00	55%	44%
Total Disbursements	\$ 19,703,500.00	\$ 14,223,458.52	\$ 13,188,551.62	72%	62%

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 \$0 are excluded from the Income and Disbursements in the statement above.

Clark County DD Revenue Report for October 2023

Report Period: 10/01/2023 to 10/31/2023

November 7, 2023

11:53:39AM

Account	Budget	October	YTD Total	% Received	To Be Received	
<i>F.F. Mueller Res.Cntr.</i>						
1271-220-421000.BODDFR40700	Medicaid ICF/DD	\$2,557,200.00	\$262,897.00	\$2,076,430.36	81.20%	\$480,769.64
1271-220-431000.BODDLR50611	Res Fees/Social Security	\$165,800.00	\$14,754.00	\$146,260.00	88.21%	\$19,540.00
1271-220-431000.BODDLR50612	Rental Income	\$30,300.00	\$3,150.00	\$26,540.00	87.59%	\$3,760.00
1271-220-481000.BODDLR50609	Miscellaneous	\$0.00	\$0.00	\$18,298.74	100.00%	-\$18,298.74
1271-220-481000.BODDLR50610	Utility Reimbursement	\$5,400.00	\$590.00	\$4,715.00	87.31%	\$685.00
1271-220-540000	Transfer In	\$982,300.00	\$0.00	\$0.00	0.00%	\$982,300.00
		\$3,741,000.00	\$281,391.00	\$2,272,244.10	60.74%	\$1,468,755.90
<i>Developmental Disabilities General</i>						
2080-220-411100	Real Estate	\$10,592,000.00	\$0.00	\$11,099,726.47	104.79%	-\$507,726.47
2080-220-411300	Tax Manufactured Homes	\$28,000.00	\$0.00	\$22,825.53	81.52%	\$5,174.47
2080-220-421000.BODDFR40400	Targeted Casemanagement	\$1,100,000.00	\$78,624.34	\$751,049.24	68.28%	\$348,950.76
2080-220-421000.BODDFR40800	Title XX	\$87,000.00	\$0.00	\$68,335.75	78.55%	\$18,664.25
2080-220-421000.BODDFR41301	Fed Other MAC	\$600,000.00	\$0.00	\$366,445.48	61.07%	\$233,554.52
2080-220-421000.BODDFR41302	Home Choice	\$0.00	\$0.00	\$7,812.00	100.00%	-\$7,812.00
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	\$0.00	\$0.00	\$562,863.87	100.00%	-\$562,863.87
2080-220-421000.BODDLR50600	Local F&CFC	\$92,400.00	\$0.00	\$66,026.83	71.46%	\$26,373.17
2080-220-421000.BODDLR50601	Local CAPTA/Service Coordinatio	\$323,900.00	\$48,519.86	\$265,471.80	81.96%	\$58,428.20
2080-220-421000.BODDLR50606	Waiver Refund	\$1,599,000.00	\$0.00	\$1,305,093.04	81.62%	\$293,906.96
2080-220-421000.BODDLR50607	Misc Local Revenue	\$93,000.00	\$2,486.73	\$28,781.59	30.95%	\$64,218.41
2080-220-421000.BODDSR50607	Misc. State Revenue	\$48,000.00	\$0.00	\$57,795.42	120.41%	-\$9,795.42
2080-220-421000.BODDSR50608	Family Outreach Communication C	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-421010	Title XIX Medicaid Cluster	\$630,000.00	\$0.00	\$635,032.40	100.80%	-\$5,032.40
2080-220-422110	Homestead Rollback Realestate	\$1,423,000.00	\$0.00	\$1,322,742.69	92.95%	\$100,257.31
2080-220-431000.BODDLR50602	Camp Fees	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2080-220-431000.BODDLR50603	Active Treatment	\$50,000.00	\$0.00	\$115,140.93	230.28%	-\$65,140.93
2080-220-431000.BODDLR50612	Rental ECC	\$42,300.00	\$6,369.46	\$44,156.80	104.39%	-\$1,856.80
2080-220-481000.BODDLR50608	Reimbursements	\$0.00	\$9,128.76	\$14,454.09	100.00%	-\$14,454.09
		\$16,708,600.00	\$145,129.15	\$16,733,753.93	100.15%	-\$25,153.93
<i>Developmental Disabilities Risk Mgt</i>						
2085-220-540000	DD Medicaid Reserve Transfer In	\$630,000.00	\$0.00	\$0.00	0.00%	\$630,000.00
		\$630,000.00	\$0.00	\$0.00	0.00%	\$630,000.00

Clark County DD Revenue Report for October 2023

November 7, 2023

Report Period: 10/01/2023 to 10/31/2023

11:53:39AM

Account	Budget	October	YTD Total	% Received	To Be Received
Supported Living/Wavier Match					
2090-220-481000.BODDLR50608 Misc Reimbursements	\$0.00	\$0.00	\$1,447.50	100.00%	-\$1,447.50
2090-220-540000 Tranfer from General Fund	\$3,522,300.00	\$0.00	\$0.00	0.00%	\$3,522,300.00
	\$3,522,300.00	\$0.00	\$1,447.50	0.04%	\$3,520,852.50
Donation					
2740-220-481000 Donation Revenue	\$2,500.00	\$2,304.40	\$2,304.40	92.18%	\$195.60
	\$2,500.00	\$2,304.40	\$2,304.40	92.18%	\$195.60
Bequest Neubert/Webb					
2750-220-471000 Bequest Interest Earned	\$500.00	\$461.30	\$3,822.23	764.45%	-\$3,322.23
	\$500.00	\$461.30	\$3,822.23	764.45%	-\$3,322.23
Developmental Disabilities Capital					
4040-220-481000 Other Misc Capital Revenue	\$0.00	\$0.00	\$814,787.36	100.00%	-\$814,787.36
4040-220-502000 Note Proceeds	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4040-220-540000 Operating Transfer Capital Fund	\$494,500.00	\$0.00	\$0.00	0.00%	\$494,500.00
	\$494,500.00	\$0.00	\$814,787.36	164.77%	-\$320,287.36
Grand Totals:	\$25,099,400.00	\$429,285.85	\$19,828,359.52	79.00%	\$5,271,040.48

Clark County DD Fund Report

November 1, 2023
8:40:18AM

Report Period: 10/01/2023 to 10/31/2023

County Fund	2023 Starting Cash Balance	Transfer Totals	YTD Expenses	YTD Revenue	Balance
1271 F.F. Mueller Res.Cntr. Fund	\$4,756,527.29	\$0.00	\$2,884,322.21	\$2,272,244.10	\$4,144,449.18
2080 Developmental Disabilities General Fund	\$21,956,819.32	\$0.00	\$8,779,204.35	\$16,733,753.93	\$29,911,368.90
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	\$6,944,997.13	\$0.00	\$2,288,871.82	\$1,447.50	\$4,657,572.81
2740 Donation Fund	\$10,228.58	\$0.00	\$0.00	\$2,304.40	\$12,532.98
2750 Bequest Neubert/Webb Fund	\$97,904.19	\$0.00	\$0.00	\$3,822.23	\$101,726.42
4040 Developmental Disabilities Capital Fund	\$372,538.81	\$0.00	\$271,060.14	\$814,787.36	\$916,266.03
Grand Totals:	\$38,784,290.49	\$0.00	\$14,223,458.52	\$19,828,359.52	\$44,389,191.49

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

11/01/2023

8:40:37AM

PO Number	Vendor	Description	Post Date	Amount
Developmental Disabilities Capital				
4040-220-744000 CAPITAL CONTRACT SERVICES				
200018039	Huntington National Bank	Acct Ending 8004 Clark County, OH-Maint.	10/27/2023	\$478.63
220025581	Ohio Valley Audio Visual, LLC	Clark DD-Merle Kearns rm A/V system upgr	10/27/2023	\$17,654.85
230027011	Cason Roofing	Clark DD-Replace roof on gym,lobby,mtg rm	10/13/2023	\$49,227.00
230027994	Huntington National Bank	Acct Ending 8004 Clark County, OH-FNA it	10/27/2023	\$1,924.97
230027994	City Electric Supply	Acct 04440325001 Clark DD-Wire for mini s	10/31/2023	\$890.88
				\$70,176.33
<i>Developmental Disabilities Capital</i>				\$70,176.33
Developmental Disabilities General				
2080-220-715000 Dental Insurance				
230028381	Medical Mutual	Grp 552866 Clark DD - Dental prem Nov 23	10/13/2023	\$3,816.36
				\$3,816.36
2080-220-716000 Life Insurance				
230027034	AMERICAN UNITED LIFE INSIGrp 006144910002000	Clark DD-Life Ins Pt	10/27/2023	\$589.28
230028524	AMERICAN UNITED LIFE INSIGrp 006144910002000	Clark DD-Life Ins Pt	10/27/2023	\$104.12
				\$693.40
2080-220-717000 Medical Insurance				
230026154	Positive Perspectives, Inc.	Clark DD-EAP Svcs Sep 23	10/20/2023	\$514.25
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/13/2023	\$3,234.36
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/20/2023	\$904.14
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/31/2023	\$3,907.58
230026154	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/27/2023	\$937.65
230027990	Medical Mutual	Grp 552866 Clark DD - Medical prem Nov 2	10/13/2023	\$109,886.14
CSOct23	Central States H & W Fund	Clark DD-H&W Oct 23	10/13/2023	\$10,666.50
				\$130,050.62
2080-220-718400 Travel				
230027679	Tracy Hixon	Clark DD-Reimb mileage Aug 23	10/13/2023	\$48.47
230027679	Bonnie Bazill- Davis	Clark DD-Reimb mileage 3/22-7/11/23	10/13/2023	\$77.29
230027679	Lisa Leslie	Clark DD-Reimb mileage 9/6-9/14/23	10/13/2023	\$81.88
230027679	Daryl Sue Osborne	Clark DD-Reimb mileage 9/5-9/15/23	10/13/2023	\$20.96
230027679	Kyle Gambill	Clark DD-Reimb mileage 9/6-9/28/23	10/13/2023	\$23.58
230027679	Jessica Messina	Clark DD-Reimb mileage 9/6-9/19/23	10/13/2023	\$46.51
230027679	Melissa Hobson	Clark DD-Reimb mileage Sep 23	10/13/2023	\$104.15
230027679	Jill Stewart	Clark DD-Reimb mileage Sep 23	10/13/2023	\$109.39
230027679	Virginia Aylward	Clark DD-Reimb mileage 7/26-9/22/23	10/13/2023	\$126.42
230027679	OACB	Clark DD-Summer conf 8/10 WB&RS	10/27/2023	\$200.00
230027679	Huntington National Bank	Acct Ending 8004 Clark County, OH-Office :	10/27/2023	\$824.00
230027679	Nicholas Jenkins	Clark DD-Reimb mileage Sep 23	10/31/2023	\$55.02
230027991	Alma Cano	Clark DD-FNA Reimb mileage Sep 23	10/13/2023	\$178.16
230027991	Theresa Gollihugh	Clark DD-FNA Reimb mileage Sep 23	10/13/2023	\$178.16
230027991	Renee Barnett	Clark DD-FNA Reimb mileage 8/3-9/14/23	10/20/2023	\$162.44
230027991	Erica Brown	Clark DD-Reimb mileage Sep 23	10/13/2023	\$141.48
230027991	Kristen Wheeler	Clark DD-Reimb mileage Sep 23	10/13/2023	\$219.43
230027991	Molly Lacey	Clark DD-Reimb mileage 8/2-8/17/23	10/13/2023	\$327.51
230027991	Taylor Barney	Clark DD-Reimb mileage Sep 23	10/20/2023	\$99.56
230027991	Crisis Prevention Institute	Acct 675135 Clark DD-CPI Instructor trainir	10/27/2023	\$8,498.00
230027991	Patty Davis	Clark DD-Reimb mileage Sep 23	10/20/2023	\$48.47
230027991	Gillermina Zaragoza	Clark DD-FNA Reimb mileage Sep 23 D Sar	10/27/2023	\$128.38
230028626	OACB	Clark DD-Diff. cases 10/12 VA & RMcC	10/27/2023	\$50.00
230028626	Huntington National Bank	Acct Ending 8004 Clark County, OH-Synerg	10/27/2023	\$200.18
230028626	Sherri Wheeler	Clark DD-FNA Reimb mileage Sep 23 (\$134	10/31/2023	\$134.96
230028626	Heather Hellwig	Clark DD-Reimb mileage Sep 23	10/31/2023	\$126.42

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

PO Number	Vendor	Description	Post Date	Amount
230028626	Angela Dawn Maroney	Clark DD-Reimb mileage 9/8-9/19/23	10/27/2023	\$15.72
230028626	Shannon Hall	Clark DD-Reimb mileage 9/14-9/20/23	10/27/2023	\$22.27
230028626	Carlisa L. Parker	Clark DD-Reimb mileage for conf/Sandusky	10/27/2023	\$157.20
				\$12,406.01
2080-220-721000 Supplies				
210020708	Rocky's ACE Hardware	Acct 18348 Clark DD-Maint. supplies	10/13/2023	\$191.38
210021984	Aqua Falls Bottled Water/Culligan	Acct 186978 Clark DD-Water delivery ECC	10/20/2023	\$26.95
220025124	Emily Comer	Clark DD-FNA Reimb/Diapers-Pullups C C	10/13/2023	\$29.99
220025621	Aqua Falls Bottled Water/Culligan	Acct 02739300 Clark DD-water delivery CL	10/13/2023	\$85.75
220025621	Mansfield Oil Company Of Gains	Acct 36197 Clark DD-Fuel Supplies	10/27/2023	\$2,370.24
220025621	Huntington National Bank	Acct Ending 8004 Clark County, OH-OUTR	10/27/2023	\$102.69
230027992	Grainger	Acct 882544745-Clark DD Maint. supplies	10/06/2023	\$251.64
230027992	Linda S Stampley	Clark DD-FNA Reimb-Eyewear E Staton	10/13/2023	\$145.20
230027992	Theresa Gollihugh	Clark DD-FNA Reimb Train.wheels&tablet-l	10/20/2023	\$60.87
230027992	Dooley Service Pro	Clark DD-Work on sewer line Admin bldg	10/13/2023	\$375.00
230027992	Office Depot	Acct 30234336 Clark DD-Office supplies BS	10/20/2023	\$424.25
230027992	Hillyard Ohio	Acct 277977 Clark DD-Cleaning supplies	10/31/2023	\$292.72
230027992	Office Depot	Acct 30234336 Clark DD-Office supplies HF	10/31/2023	\$432.69
230027992	Dooley Service Pro	Clark DD-Clean/repair sewer line Admin bld	10/31/2023	\$1,800.00
230027992	Amy Doggett	Clark DD-FNA Reimb Ipad App Touch Chat	10/31/2023	\$302.50
230027992	Hillyard Ohio	Cust 277977 Clark DD-Cleaning supplies	10/27/2023	\$5,073.60
230027992	Green Velvet Sod Farms, Ltd.	Acct 151 Clark DD - Weed killer (inv. recd 1	10/27/2023	\$682.80
230027992	ShiAnn Milligan	Clark DD-FNA Reimb baby toys	10/27/2023	\$185.54
230027992	Office Depot	Acct 30234336 Clark DD-Office supplies C1	10/31/2023	\$131.83
230027992	Dooley Service Pro	Clark DD-Clean/repair sewer line Admin bld	10/31/2023	\$879.00
230027992	Huntington National Bank	Acct Ending 8004 Clark County, OH-Office :	10/27/2023	\$1,669.29
				\$15,513.93
2080-220-740000 Repairs				
220025619	D & S Auto Parts	Acct 70477 Clark DD-Repair parts	10/20/2023	\$502.89
220025619	WS Electronics, LLC	Cust CCDD-Clark DD-Tower Space usage O	10/20/2023	\$225.00
				\$727.89
2080-220-743000 Contract Services - Facilitie				
210021252	T-Mobile	Acct 975818483 Clark DD- Phone usage 8/2	10/20/2023	\$26.14
210021723	T-Mobile	Acct 975818483 Clark DD- Phone usage 8/2	10/20/2023	\$27.58
220022485	Justifacts Credential Verification	Clark DD-Background verify new hires 6/30,	10/27/2023	\$87.43
220024003	Huntington National Bank	Acct Ending 8004 Clark County, OH-Items f	10/27/2023	\$39.50
220024685	Ashley Anderson (Therapist)	Clark DD-Speech therapy 9/18-9/26/23	10/31/2023	\$275.00
220025137	Roberta R Valley	Clark DD-OT Svcs 9/5-9/26/23	10/13/2023	\$507.50
220025237	T-Mobile	Acct 975818483 Clark DD- Phone usage 8/2	10/20/2023	\$34.10
220025237	Huntington National Bank	Acct Ending 8004 Clark County, OH-Gift ca	10/27/2023	\$24.08
230026155	Crisis Prevention Institute	Acct 675135 Clark DD-CPI training bklt	10/06/2023	\$2,749.00
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	10/06/2023	\$453.60
230026155	WYSO	Cont 25-00196774-005 Clark DD-Radio ads	10/20/2023	\$672.00
230026155	Cook & Logan Enterprise, LLC	Clark DD-Prov Reimb Acct 15309-classes St	10/13/2023	\$17.50
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	10/13/2023	\$162.00
230026155	American Red Cross	Cust P0004095 Clark DD-FA/CPR/AED clas	10/31/2023	\$162.00
230026155	Cincinnati Bell/Altafiber	Acct 9373223961930 Clark DD- phone usag	10/31/2023	\$69.82
230027414	Tac Industries Inc.	Clark DD-Prov Reimb ADS/IB Aug 23	10/13/2023	\$708.52
230027414	Shout It Out Design	Clark DD-Google ads 9/3 & 9/18/23	10/13/2023	\$657.00
230027414	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb NMT 9/11-9/26-23 A	10/13/2023	\$162.32
230027414	Tipperosa Transport Services	Clark DD-Prov Reimb NMT Sep 23	10/13/2023	\$2,556.54
230027414	Moriah R Smith	Clark DD-Art classes & supplies 8/23-8/30/2	10/13/2023	\$70.00
230027414	Mobility Solutions LLC	Clark DD-Prov Reimb NMT Jul 23	10/20/2023	\$4,492.50
230027414	Minuteman Press/Armstrong Print	Clark DD-Business cards (2 sets 250 ea)	10/20/2023	\$65.00

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

PO Number	Vendor	Description	Post Date	Amount
230027414	Tac Industries Inc.	Clark DD-Leased clean svcs Sep 23	10/20/2023	\$1,173.60
230027414	Mary Katherine Somers Studio	Clark DD-Prov Reimb classes Oct 23-JS	10/13/2023	\$200.00
230027414	Boomershine Skill Center	Clark DD-Prov Reimb mtls Aug 23	10/13/2023	\$1,661.50
230027414	Huntington National Bank	Acct Ending 8004 Clark County, OH-Messa	10/27/2023	\$760.72
230027414	Minuteman Press/Armstrong Print	Clark DD-Business cards (250) AM	10/31/2023	\$56.66
230027414	Minuteman Press/Armstrong Print	Clark DD-Flyers & postcards	10/27/2023	\$137.11
230027414	Boomershine Skill Center	Clark DD-Prov Reimb-classes Sep 23	10/31/2023	\$690.01
230027414	Tac Industries Inc.	Clark DD-Prov Reimb-LF Transp. 8/30-9/30	10/27/2023	\$1,472.26
230027414	Moriah R Smith	Clark DD-Prov Reimb-Art classes 9/6, 9/13	10/31/2023	\$105.00
230028176	Courtney Bacca	Clark DD-PT svcs 9/6-9/29/23	10/13/2023	\$2,627.00
230028297	Go Concepts	Acct 20925 Clark DD-Adobe Acrobat Pro (2	10/06/2023	\$383.84
230028297	Autumn Trails Stable	Clark DD-FNA Riding prgm/fall session 23/1	10/06/2023	\$150.00
230028297	Heart of Unlimited Boundaries, In	Clark DD-Prov Reimb-Karting sessions 8/15	10/06/2023	\$600.00
230028297	Rose City Boutique & Consulting	Clark DD-Uptown Dreams support & Soc.M	10/06/2023	\$387.50
230028297	Tac Industries Inc.	Clark DD-Prov Reimb LF Svcs Aug 23	10/13/2023	\$3,931.94
230028297	Quest Adult Services	Clark DD-Reimb retirement gifts/staff	10/13/2023	\$416.00
230028297	Wiggins Cleaning and Carpet Serv	Clark DD-Custodial svcs T&C Oct 23	10/13/2023	\$2,257.20
230028297	Rose City Boutique & Consulting	Clark DD-Uptown Dreams studio & artists st	10/13/2023	\$837.50
230028297	Roberta R Valley	Clark DD-OT Svcs 9/5-9/26/23	10/13/2023	\$1,557.50
230028297	Tina Shaffer	Clark DD-Reimb family for OT svcs Aug 23	10/13/2023	\$650.00
230028297	Waste Management of Ohio Inc	Acct 94132122003 Clark DD-Dumpster svc	10/13/2023	\$659.00
230028297	Emily Ball	Clark DD-FNA Reimb/Psychotherapy sessio	10/13/2023	\$150.00
230028297	Treasurer, State of Ohio BCI	Cust ITA495 Clark DD-BCI & Rapback 8/2!	10/13/2023	\$204.00
230028297	Mercy Health Occupational Health	Clark DD-Drug screens 9/8-9/13/23	10/13/2023	\$212.00
230028297	Go Concepts	Acct 20925 Clark DD-Managed IT svcs Oct	10/13/2023	\$21,763.54
230028297	Primary Solutions, Inc.	Clark DD-Gatekeeper Qtrly Oct-Dec 23	10/13/2023	\$6,943.00
230028297	Housing Connection of Clark Cou	Clark DD-Mgmt & occup. fees Sep 23	10/13/2023	\$19,170.36
230028297	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 8/	10/13/2023	\$6,642.79
230028297	Hauck Bros Inc	Cust 639 Clark DD-Repair rooftop unit	10/13/2023	\$377.19
230028297	Mary Katherine Somers Studio	Clark DD-Theater perf. coaching Oct 23 - 4	10/13/2023	\$400.00
230028297	Mobility Solutions LLC	Clark DD-Prov Reimb NMT Jul 23	10/20/2023	\$1,756.82
230028297	Renee Barnett	Clark DD-FNA Reimb Respite 8/7-9/13/23 S	10/20/2023	\$162.50
230028297	Cook & Logan Enterprise, LLC	Clark DD-Prov Reimb Acct 15309 classes O	10/13/2023	\$157.50
230028297	Angela Ward	Clark DD-Prov Reimb classes Jul/Aug 23	10/13/2023	\$5,460.00
230028297	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 9/20-10	10/13/2023	\$3,347.46
230028297	Waste Management of Ohio Inc	Acct 94132122003 Clark DD-Dumpster svc :	10/20/2023	\$349.04
230028297	Columbia Gas of Ohio	Acct 115544970030004 Clark DD-Gas usage	10/20/2023	\$459.70
230028297	Justifacts Credential Verification	Clark DD-Background verify new hires Sep :	10/27/2023	\$926.02
230028297	Response Fire Protection	Clark DD-Inspections: Fire alarm, sprinkler,e	10/27/2023	\$1,122.00
230028297	EDOC Office	Clark DD-E-Sign mthly svc-Oct 23	10/27/2023	\$575.00
230028297	SWOCOG	Clark DD-Staffing 2 SSA 7/30/23-9/30/23	10/27/2023	\$36,692.74
230028297	Verizon Wireless	Acct 342555962-00001 Clark DD-phone usa	10/27/2023	\$594.84
230028297	Huntington National Bank	Acct Ending 8004 Clark County, OH-Maint.	10/27/2023	\$962.23
230028297	Time Warner Cable/Charter Comm	Acct 057766001 Clark DD-Phone & internet	10/20/2023	\$1,913.99
230028297	Columbia Gas of Ohio	Acct 115566540020009 Clark DD-Gas usage	10/20/2023	\$368.80
230028297	T-Mobile	Cust 277977 Clark DD-Cleaning supplies	10/20/2023	\$1,725.57
230028297	Downsize Farm Support/B Custer	Clark DD-Prov Reimb ADS/NMT Sep 23 TC	10/20/2023	\$1,391.92
230028297	Boomershine Skill Center	Clark DD-Prov Reimb - Class matls Sep 23	10/31/2023	\$43.01
230028297	Cook & Logan Enterprise, LLC	Acct 15309 Clark DD-Prov Reimb classes N	10/31/2023	\$70.00
230028297	Document Destruction LLC	Clark DD-Shredding svcs Oct 23	10/27/2023	\$110.39
230028297	Autumn Trails Stable	Clark DD-FNA-Riding program Fall session	10/27/2023	\$150.00
230028297	Evans Family Ranch LLC	Clark DD-Store gift cert. for DSP's not attent	10/27/2023	\$10,920.00
230028297	Hauck Bros Inc	Cust 639 Clark DD-Repair HVAC units	10/27/2023	\$690.12
230028297	Tac Industries Inc.	Clark DD-Prov Reimb-IB Transp 8/27-9/30/2	10/27/2023	\$5,872.72
230028297	Generator Systems	Cust 8399 Clark DD-Generator prev. maint.	10/27/2023	\$666.90

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

PO Number	Vendor	Description	Post Date	Amount
230028297	Haley Penwell	Clark DD-FNA Respite Reimb Sep 23 (only	10/27/2023	\$350.00
230028297	Esther Keyes	Clark DD-Translation svcs Sep 23	10/27/2023	\$1,910.00
230028297	Cincinnati Bell/Altafiber	Acct 9373280553574 Clark DD- phone usag	10/31/2023	\$250.80
230028297	City of Springfield Utility Billing	Acct 84800-17041 Clark DD-Water/Sewer/S	10/27/2023	\$1,041.33
230028297	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint O	10/31/2023	\$975.49
230028297	City of Springfield Utility Billing	Acct 841880-65419 Clark DD-Stormwater 9.	10/31/2023	\$272.74
230028297	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 9/	10/31/2023	\$3,087.51
230028297	Ashley Anderson (Therapist)	Clark DD-Speech therapy Oct 23	10/31/2023	\$742.50
				\$175,715.99
2080-220-749000 Capital Assistance				
230028593	Housing Connection of Clark Cou	Clark DD-Reimb of DMR-122402, 1983 Har	10/20/2023	\$127,337.27
				\$127,337.27
2080-220-751000 Equipment				
210020493	Huntington National Bank	Acct Ending 8004 Clark County, OH-Lendin	10/27/2023	\$79.00
				\$79.00
2080-220-790000 Other				
230026157	Kiwanis Club of Springfield, Ohio	Clark DD-Annual Dues 2023-2024 for M Fa	10/13/2023	\$240.00
230026157	Springfield Rotary Club	Clark DD-Meals 4th qtr 23	10/13/2023	\$150.00
230026157	We Thrive Together	Clark DD-Annual subscription 11/1/23-10/31	10/27/2023	\$2,500.00
				\$2,890.00
Developmental Disabilities General				\$469,230.47
F.F. Mueller Res.Cntr.				
1271-220-715000 Dental				
230027639	Medical Mutual	Grp 552866 Clark DD - Dental prem Nov 23	10/13/2023	\$920.52
				\$920.52
1271-220-716000 Life Insurance				
230027031	AMERICAN UNITED LIFE INSUR	Grp 006144910002000 Clark DD-Life Ins Pr	10/27/2023	\$199.00
				\$199.00
1271-220-717000 Medical Insurance				
230026151	Positive Perspectives, Inc.	Clark DD-EAP Svcs Sep 23	10/20/2023	\$420.75
230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/13/2023	\$138.72
230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/20/2023	\$304.20
230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/31/2023	\$2,867.13
230026151	Medical Mutual SuperMed	Group 552866 Clark DD SuperMed Share W	10/27/2023	\$412.51
230027640	Medical Mutual	Grp 552866 Clark DD - Medical prem Nov 2	10/13/2023	\$21,508.64
				\$25,651.95
1271-220-721000 Supplies				
230027641	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	10/13/2023	\$58.43
230028298	Office 360	Acct 38896 Clark DD-Office supplies/Mueller	10/06/2023	\$88.12
230028298	Lincare Long Term Care	Cust 1500-0952 FF Mueller-Oxygen concent	10/13/2023	\$61.57
230028298	Grainger	Acct 882544745 Clark DD Maint supplies	10/06/2023	\$131.08
230028298	Carmichael Appliances	Acct 3282675 Clark DD-Dryer parts	10/06/2023	\$79.96
230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	10/13/2023	\$131.53
230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	10/27/2023	\$494.00
230028298	Hillyard Ohio	Cust 277977 Clark DD-Cleaning supplies	10/13/2023	\$1,030.77
230028298	Remedi SeniorCare	Cust FFMCTG -FF Mueller-Facility Hse chg	10/20/2023	\$402.83
230028298	McKesson Medical-Surgical	Acct 20011206 Clark DD-Nursing supplies	10/13/2023	\$3,303.41
				\$5,781.70
1271-220-736500 Bed Tax				
230028009	Ohio Treasurer of State	Cust 0559613F.-FF Mueller-Bed tax/Blue 7/1	10/31/2023	\$1,204.04
230028054	Ohio Treasurer of State	Cust 0559613 F.-FF Mueller Bed Tax/Blue 7.	10/31/2023	\$28,850.00

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

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PO Number	Vendor	Description	Post Date	Amount
230028750	Ohio Treasurer of State	Cust 0476356 F.F.-FF Mueller/Bed Tax/Red	10/31/2023	\$4,294.16
				\$34,348.20
1271-220-743000 Contract Services				
220024058	Sharon Mullins	FF Mueller-OT svcs 10/1-10/12/23	10/27/2023	\$178.75
220024373	T-Mobile	Acct 975818483 Clark DD- Phone usage 8/2	10/20/2023	\$30.78
220024373	FilterShineMidwest, LLC	Clark DD-Oven filters exchange	10/27/2023	\$83.00
230027988	T-Mobile	Acct 975818483 Clark DD-Phone usage 8/25	10/20/2023	\$17.36
230027988	Creation Gardens	Rt CS41 FF Mueller-Milk & produce supplie	10/13/2023	\$93.50
230027988	Creation Gardens	Rt CS41-FF Mueller - Milk & produce suppl	10/31/2023	\$27.20
230027988	Creation Gardens	Rt CS41-FF Mueller-Milk & produce supplie	10/27/2023	\$267.00
230028296	City of Springfield Utility Billing	Acct 248410-49763 Clark DD-Water/Sewer/	10/06/2023	\$282.37
230028296	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 9,	10/06/2023	\$5,432.12
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/13/2023	\$63.48
230028296	Waste Management of Ohio Inc	Acct 123808773006 Clark DD-Dumpster svc	10/13/2023	\$528.61
230028296	PointClickCare Technologies Inc	FF Mueller-ALF ffmc-1/Sandbox,SL Prof,IN	10/13/2023	\$436.58
230028296	Stericycle Inc	Cust 1000804874 FF Mueller-Medical waste	10/13/2023	\$57.17
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/13/2023	\$1,578.08
230028296	Brady, Ware & Company	Client 14330.000 FF Mueller-Prof Svcs Sep	10/13/2023	\$835.00
230028296	Spectrum	Acct 8363283230283133 FF Mueller-Digital	10/13/2023	\$148.54
230028296	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 8/	10/13/2023	\$2,885.03
230028296	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 9,	10/13/2023	\$5,347.60
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/20/2023	\$8.86
230028296	AMITA R PATEL MD INST PSY	FF Mueller-Prof Svcs Sep 23	10/20/2023	\$622.30
230028296	Hydrotherapy Plus LLC	FF Mueller-Hydromassage yrly maint.	10/13/2023	\$350.50
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/13/2023	\$2,278.14
230028296	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 9/20-10	10/13/2023	\$447.84
230028296	Waste Management of Ohio Inc	Acct 123808773006 Clark DD-Dumpster svc	10/20/2023	\$664.07
230028296	Columbia Gas of Ohio	Acct 115544970060001 Clark DD-Gas usage	10/20/2023	\$511.60
230028296	City of Springfield Utility Billing	Acct 84800-17041 Clark DD-Water/Sewer/S	10/27/2023	\$831.77
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/31/2023	\$489.47
230028296	Bricker Graydon LLP	Client 017876 Clark DD-Legal svcs Sep 23/1	10/27/2023	\$211.50
230028296	Document Destruction LLC	Clark DD-Shredding svcs Oct 23	10/27/2023	\$22.61
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/27/2023	\$2,510.59
230028296	Hauck Bros Inc	Cust 639/Plan C134 Clark DD-Prev Maint O	10/31/2023	\$418.68
230028296	City of Springfield Utility Billing	Acct 953850-61301 Clark DD-Stormwater 9,	10/31/2023	\$176.96
230028296	Spectrum	Acct 8363283230283133 FF Mueller-Digital	10/31/2023	\$157.49
230028296	Gordon Food Service	Cust 513230028 Clark DD-Food supplies	10/31/2023	\$475.39
230028561	Response Fire Protection	Clark DD-Inspections:Fire alarms,sprinklers,	10/27/2023	\$2,125.00
230028561	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 0/	10/20/2023	\$5,561.84
230028561	Brady, Ware & Company	Client 14330.000 FF Mueller-Prof. Svcs Oct	10/31/2023	\$835.00
230028561	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 11	10/27/2023	\$3,340.10
230028561	AMITA R PATEL MD INST PSY	FF Mueller-Prof. Svcs Oct 23	10/31/2023	\$622.30
230028561	Ohio Edison	Acct 110014176215 Clark DD-Elec usage 9/	10/31/2023	\$2,145.56
230028774	REM Ohio Inc	FF Mueller-ADS Sep 23 RB	10/31/2023	\$29,625.75
230028792	Alto Healthcare Staffing	Clark DD-Temp nursing staffing week end 11	10/31/2023	\$17,087.34
				\$89,812.83
1271-220-746000 Rentals				
230027989	U S Bank Equipment Finance	Acct 806554 Clark DD-Printer rental 9/20-10	10/13/2023	\$389.05
				\$389.05
F.F. Mueller Res.Cntr.				\$157,103.25
Supported Living/Wavier Match				
2090-220-744000.BODD0000103 I/O Wavier Match				
230028652	Ohio Treasurer of State	Cust Clark Cty Bd-Waiver IO 10/1-12/31/23	10/27/2023	\$222,622.00

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

PO Number	Vendor	Description	Post Date	Amount
230028653	Ohio Treasurer of State	Cust Clark Cty Bd- Retention Waiver IO 4/1-	10/27/2023	\$121,340.03
				\$343,962.03
2090-220-744000.BODD0500311 Contract Services				
220025365	Phillip Myers	Clark DD-Rent assist reimb-P Myers Oct 23	10/20/2023	\$468.00
230027416	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb HPC 9/1-9/28/23 JT	10/13/2023	\$510.83
230027416	Kevin Sanders	Clark DD-Rent assist-RAP A Armstrong Oct	10/20/2023	\$437.00
230027416	Amanda Sue Cochran	Clark DD-Prov Reimb-Palliative care 8/3-8/2	10/20/2023	\$560.00
230027416	John Misocky	Clark DD-Prov Reimb-HPC Med miles Sep 2	10/20/2023	\$666.52
230027416	Mary Katherine Somers Studio	Clark DD-Prov Reimb classes Oct 23-CC	10/13/2023	\$70.00
230027678	Grace Adult Programming	Clark DD-Prov Reimb ADS & NMT Sep 23	10/13/2023	\$833.30
230027678	Tippierosa Transport Services	Clark DD-Prov Reimb NMT Sep 23	10/13/2023	\$852.18
230027678	Restpoint Program Services, LLC	Clark DD Prov Reimb-Respite Sep 23 V,D.	10/13/2023	\$5,850.00
230027678	Stephanie Hudson	Clark DD-Prov Reimb HPC hrs Sep 23	10/13/2023	\$1,936.80
230027678	Restpoint Program Services, LLC	Clark DD-Prov Reimb-Respite/mentoring Se	10/20/2023	\$193.00
230027678	Choices in Community Living	Clark DD-Prov Reimb HPC & transp. Sep 23	10/20/2023	\$885.26
230027678	Frank A Wilson	Clark DD-Prov Reimb-HPC miles 9/5-9/28/2	10/13/2023	\$632.28
230027678	Boomershine Skill Center	Clark DD-Prov Reimb classes 7/31-8/29/23	10/13/2023	\$420.00
230027678	Toni Lewis	Clark DD-Prov Reimb HPC hrs Sep 23	10/20/2023	\$1,015.12
230027678	Boomershine Skill Center	Clark DD-Prov Reimb-classes Sep 23	10/31/2023	\$354.99
230027993	Stephanie L Kieffer	Clark DD-Prov Reimb HPC hrs 9/3-9/21/23	10/06/2023	\$1,054.48
230027993	Miss Bee's H.I.V.E. LLC	Clark DD-Prov Reimb ADS & NMT 9/6-9/21	10/13/2023	\$723.67
230027993	Vicki Vincent	Clark DD-Prov Reimb-HPC miles Sep 23 M	10/13/2023	\$2,946.43
230027993	Self-Reliance, Inc.	Clark DD-Prov Reimb ADS & NMT 9/10-9/2	10/13/2023	\$1,019.45
230027993	Sage J Acton	Clark DD-Prov Reimb HPC miles Sep 23	10/13/2023	\$607.20
230027993	Deana E Lawson	Clark DD-Prov Reimb-HPC hrs 9/13-9/30/23	10/13/2023	\$2,797.60
230027993	Karen L Henry	Clark DD-Prov Reimb HPC Sep 23	10/20/2023	\$3,900.00
230027993	Vicki L Rayburn	Clark DD-Prov Reimb HPC hrs Sep 23	10/20/2023	\$1,689.32
230027993	Choices in Community Living	Clark DD-Prov Reimb HPC & transp Sep 23	10/20/2023	\$767.82
230027993	Angela Ward	Clark DD-Prov Reimb classes Jul/Aug 23	10/13/2023	\$1,960.00
230027993	Consumer Support Services Inc	Clark DD-Prov Reimb ADS & NMT Sep 23	10/27/2023	\$4,684.81
230028011	Ohio Treasurer of State	Cust-Clark Cty Bd-Admin Fees 1.25% 7/1-9,	10/27/2023	\$387.87
230028627	Toni Lewis	Clark DD-Prov Reimb HPC hrs Sep 23	10/20/2023	\$39.36
230028627	Ohio Treasurer of State	Cust Clark Cty Bd-Clark DD-CDC DB Sep 2	10/20/2023	\$29,406.00
230028627	Grace and Hope Home Healthcare	Clark DD-Prov Reimb-HPC & transp. 8/15-5	10/27/2023	\$1,828.00
230028627	Boomershine Skill Center	Clark DD-Prov Reimb - Classes Sep 23	10/31/2023	\$504.99
230028627	Housing Connection of Clark Cou	Clark DD-Rent assist/pending housing vouch	10/27/2023	\$410.00
230028627	Dana Shawler	Clark DD-Prov Reimb-Money mgmt 8/9-9/3	10/27/2023	\$152.60
230028650	Ohio Treasurer of State	Cust-Clark Cty Bd-Admin Fees 1.25% 7/1-9,	10/27/2023	\$78,834.10
				\$149,398.98
Supported Living/Wavier Match				\$493,361.01

Clark County DD Board Voucher List for 10/01/2023 to 10/31/2023

11/01/2023

8:40:37AM

PO Number	Vendor	Description	Post Date	Amount
1271		Salaries F.F. Mueller		\$121,061.57
		P.E.R.S./E.R.I		\$16,699.45
		Medicare		\$1,708.24
		Dental		\$385.66
		Life Insurance		\$199.00
		Medical Insurance		\$26,697.28
				\$166,751.20
2080		Salaries Facilities Management		\$17,136.42
		Salaries Community Living		\$145,024.72
		Salaries Early Childhood Center		\$62,623.64
		Salaries Administration		\$95,594.47
		Salaries Adult Services		\$17,182.67
		Salaries Transportation		\$25,612.70
		Salaries Community Connection		\$54,360.67
		Pers/ERI		\$59,397.83
		Medicare		\$5,800.99
		Dental Insurance		\$1,245.78
		Life Insurance		\$693.40
		Medical Insurance		\$122,281.34
				\$606,954.63
2090		I/O Wavier Match		\$343,962.03
		Contract Services		\$148,504.26
				\$492,466.29
4040		CAPITAL CONTRACT SERVICES		\$70,176.33
				\$70,176.33
DD General Fund Payroll & Benefits				\$606,954.63
DD General Fund Vouchers				\$334,670.09
DD General Fund Total				\$941,624.72
F.F. Mueller Fund Payroll & Benefits				\$166,751.20
F.F. Mueller Fund Vouchers				\$130,331.78
F.F. Mueller Fund Total				\$297,082.98
Grand Total of all Funds:				\$1,802,245.04

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

This Professional Service Agreement is made between **Hauck Bros. Inc. (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 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 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 **Thirteen Thousand Six Hundred and Eighty-Two dollars and 0 cents. (\$13,682.00)**. **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

Hauck Bros. Inc. 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

Hauck Bros. Inc. 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

Hauck Bros. Inc. 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: Hauck Bros. Inc.
1974 Commerce Circle
Springfield, OH 45504
Attn: Kevin R Matthies
[Click here to enter text.](#)

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.

Hauck Bros. Inc.

Clark County Board of DD

By: _____
Kevin R Matthies

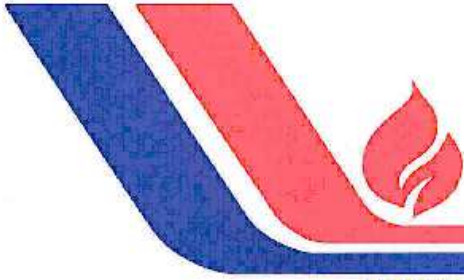
By: _____
Will Bagnola , Superintendent

Date: _____

Date: _____

Approved as to form and legal sufficiency

By Clark County Prosecutor's Office approved to form Date: January 2023
William Hoffman Assistant Prosecuting Attorney



HAUCK BROS. INC.

HEATING • COOLING



1974 COMMERCE CIRCLE, SPRINGFIELD, OHIO 45504 937/325-0636

Name	Clark County MRDD	Date	11/08/2023
Mailing Address	2527 Kenton St.	Phone	
Work to be performed at	E.I. Kitchen	Zip	45505
		Other	

We offer to furnish and install in a workmanlike manner heating and/or cooling equipment and related products in and about the structure described above in accordance with the conditions and specifications in this proposal.

HVAC Quote

(1) Bryant 3 ton, 36,000 BTU single zone mini-split heat pump unit matched to	<u>\$13,682.00</u>
(1) 36,000 BTU high-wall fan coil mounted on North wall. Includes pad, refrigerant lines, drain line to roof, control wire and thermostat.	

Power wiring & disconnect switch by others.

Other

Quote includes all equipment, materials & labor. Tax Exempt.

TOTAL INSTALLED PRICE \$13,682.00

TERMS OF PAYMENT NET CASH UPON RECEIPT OF INVOICE

(937)325-0636

HAUCK BROS., Inc.
1974 Commerce Circle
www.hauckbrothers.com

Kevin R Matthies

kevinm@hauckbrothers.com

I/ We have read the foregoing offer and proposal and
I/We as BUYER(S) accept the foregoing Offer and Proposal

Agreement Date _____

Buyer

Buyer

Clark County Board of Developmental Disabilities

Agreement for Services with Non-Government Entities

This Professional Service Agreement is made between **Elaine Dyar (Dietitian)** 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 **11/30/2023** and ending **11/30/2024**. 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 Dietitian, the Board may terminate this Agreement immediately upon delivery of written notice to the last known address of Dietitian.

2. Duties

The Board and Dietitian agree to the following:

- Nutritional assessments, initial, quarterly, annual and all others as indicated by nutritional guidelines
- Menu development, review, and coordination
- Meetings as requested by the facility

3. Service Site F.F. Mueller Residential Center

4. Devotion of Time

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

5. Fees

Dietitian 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 **\$50.00 per hour**, and shall not exceed **sixteen thousand, two hundred dollars (\$16, 200)**.

6. Confidentiality

During the term of this Agreement, and thereafter in perpetuity, Dietitian 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 Dietitian
- 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, Dietitian 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 Dietitian shall be the property of the Board and will remain the property of the Board after termination of this agreement.
- b. Dietitian 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 Dietitian is unable to provide the service by reason of temporary or permanent illness, disability, incapacity or death.
 - ii. Nonperformance by Dietitian of any terms, covenants, performance standards, or conditions of this Agreement.
 - iii. Breach or default by Dietitian 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 Dietitian or the filing by Dietitian 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

Dietitian is now and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the Board. Dietitian 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 Dietitian to perform the duties hereunder, Dietitian 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.

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

11. Insurance

Dietitian 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

Dietitian 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, Dietitian 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

Dietitian warrants that it has not employed or retained any company or person, other than a bonafide employee, working solely for Dietitian, 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 Dietitian, 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

The ARC of Ohio 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: **Elaine Dyar**
1315 Victory Rd.
Springfield, OH 45504

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.

Elaine Dyar

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 2023

William Hoffman Assistant Prosecuting Attorney



PORTABLE IMAGING AND DIAGNOSTIC TESTING SERVICES AGREEMENT (NON SNF)

THIS AGREEMENT is made and entered into as of the 1st day of December, 2023 (the “Effective Date”) by and between BioTech X-ray Inc. (BTX) and affiliates, BTX Iowa Inc., BTX KOI Inc. and BTX KS Inc., collectively provider (“Provider”) and FF Mueller Center (“Company”). Provider and Company are collectively referred to herein as “Parties” or individually as “Party”.

RECITALS

WHEREAS Provider provides portable imaging and other diagnostic testing services to patients whose diagnoses and/or medical conditions require medically necessary portable services; and

WHEREAS Company desires that Provider perform certain portable imaging and diagnostic testing services for its patients/clients (collectively the “Patients” or individually a “Patient”),

NOW, THEREFORE, in consideration of the mutual promises and agreements, representations, warranties, and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are forever acknowledged and accepted, the Parties, intending to be legally bound, hereby agree as follows:

1) Duties and Obligations of Provider:

- a) Portable imaging and other diagnostic testing services will be rendered by Provider at the location requested by Company (hereinafter “Services”). Provider will render services upon receipt of a valid order from a licensed and Pecos enrolled physician or qualified non-physician practitioner (NPP).
- b) Services will be performed by qualified personnel using portable imaging and other diagnostic testing equipment supplied by Provider. Provider shall submit evidence of personnel qualifications upon request. Written results of diagnostic testing will be forwarded in a timely manner to the Company.
- c) Provider shall provide protective leaded equipment to the company agent in attendance when additional assistance is required.
- d) Provider shall provide Company with a copy of images upon request of the company or ordering physician or NPP. Images may also be viewed using online access to Providers portal. Images are also available through the Company EMR when interfaced.

2) Duties and Obligations of Company:

- a) Company shall request Services from Provider by telephone, through Provider’s online ordering system, or by bidirectional EMR integration (when applicable).
- b) Company shall supply Provider the following information when Services are requested:
 - (1) Patient demographics, including the patient’s name, DOB, and two forms of billing information or a full copy of the face sheet.
 - (2) Ordering/Referring Information to include the full name of the PECOS enrolled treating clinician.



- c) Order must specify:
 - (1) Name and DOB of patient.
 - (2) Type of diagnostic test(s) requested including the body part(s) to be examined and number of views.
 - (3) Medical necessity (current signs and symptoms) for diagnostic test(s)
 - (4) A statement describing why the exam needs to be performed portably, and
 - (5) Clearly stated request for STAT testing when the order or referral included such requests.
- d) Company shall furnish access to and permit Provider to use sufficient private space within the Company's designated location to perform the Services.
- e) Company shall supply a copy of the clinician's order or phone order as documented in the patient's chart to the Provider's representative upon request before Services are completed. Company will forward a copy of the signed order / referral as soon as it is available. A compliant order and face sheet for ultrasound, doppler or echo studies must be faxed to the Provider prior to scheduling the exam.
- f) Company will aid with the patient during the exam upon request from Provider.
- g) Company shall be responsible for verifying the legibility of a treating clinician's signature, such as a signature log for verification of a written signature.
- h) Company shall maintain and permit Provider access to the Patient's protected health information and other patient records, including records supporting the medical necessity of the Services, including after the testing has been completed.
- i) Company shall permit Provider to audit patient records related to Services provided upon request. Audit requests may include but are not limited to physician or NPP orders or referrals, documents evidencing valid signatures, progress notes or documents with patient information required to submit a claim for Services.
- j) Company shall notify the ordering clinician of results transmitted to them by the provider, and document recommended action.
- k) Company acknowledges that patients have the right to exercise freedom of choice to know and consent to the provider of services.

3) Invoices and Payments

- a) **MEDICARE PART B - PATIENT INSURANCE:** If the patient's primary insurance coverage for PROVIDER's services is Medicare part B, PROVIDER will invoice Medicare part B directly. Company must provide the applicable billing information, including the secondary billing information for the 20% Medicare part B co-pay.
- b) **MEDICARE PART B – PATIENT INSURANCE – LIMITED COVERAGE SERVICES:** Medicare part B covers services that are believed to be reasonable and necessary for the diagnosis and treatment of the patient, therefore, some services requested by the Company may not routinely be covered under the Medicare part B program. Some examples are, but are not limited to, annual or routine exams, pre-operative exams, and admission exams. In such cases where there is reason to believe that a service will not be covered under Medicare part B, Company can accept financial responsibility for the service or provide an Advance Beneficiary Notice (ABN) to allow the patient and their responsible party the opportunity to make an informed decision on whether to receive the service. The responsible party must sign the ABN before the exam can be performed, accepting financial responsibility in the case that Medicare part B does not pay. The signed ABN must be attached to the requisition form. If an ABN is not attached, Company shall accept financial responsibility.

- c) Provider reserves the right to charge a \$100 cancellation fee for any exam not canceled by Company prior to Providers arrival.

4) Commercial Insurance

- a) If the patient's primary insurance coverage for the PROVIDER's services is commercial insurance plan, the PROVIDER shall invoice the commercial insurance company on the patient's behalf. If the commercial insurance company fails to pay the invoice within a reasonable period, the PROVIDER shall invoice the patient or the patient's responsible party for payment.

(1) Some commercial insurance companies require pre-authorization or pre-certification for services. Company must provide this authorization number on the request form.

5) Billing Information

- a) The Company shall supply to the PROVIDER all pertinent information as it applies to billing. This includes but is not limited to the patient's name, symptoms and diagnosis, Medicare part A status, social security number, Medicare, Medicaid and/or other insurance billing information and the responsible party's name, address, and phone number.

6) Insurance

- a) PROVIDER during the term of this Agreement, Provider agrees to maintain in full force and effect general and professional liability insurance covering Provider and its employees in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, in the performance of Services under this Agreement. Provider also agrees to maintain adequate workers compensation coverage for Provider's employees engaged in delivering Services pursuant to this Agreement as required by law. Provider shall promptly provide Company with certificates evidencing insurance coverage upon written request.
- b) Company's Coverage. During the term of this Agreement, Company agrees to maintain in full force and effect general and professional liability insurance covering Company and its employees in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Company also agrees to maintain adequate workers compensation coverage for Company's employees as required by law. Company shall promptly provide Provider with certificates evidencing insurance coverage upon written request.

7) Discrimination

- a) The Parties agree that there shall be no discrimination in the performance of this Agreement against any employee, patient, or other person as the result of that individual's race, color, disability, religion, sex, sexual preference, age or national origin or in violation of applicable federal, state or local law and regulation.

8) Personnel

- a) PROVIDER hereby certifies that all Radiologic Technologists employed by PROVIDER are certified and registered in accordance with applicable Federal, State and local laws.

9) Confidentiality

- a) Confidentiality of the Agreement. During the term of this Agreement, Company and Provider agree to hold all provisions of this Agreement in confidence and to refrain from disclosing any of such provisions to any third party without the prior written consent of the other Party or unless such disclosure is required by law.

10) Patient Information/Records

- a) Patient Records. Provider acknowledges that the records Company maintains on each of its patients (which includes medical records and other patient records), are the sole property of the Company. Company acknowledges that other records (which includes billing records, invoices, correspondence, and other patient and business records) required to be maintained separately by Provider to support its billing for Services are the sole property of Provider. At all times in which this Agreement is in effect, and after its termination, each Party shall have sole ownership of all its own records.
- b) HIPAA Compliance. Insofar as Provider and Company are “covered entities” rendering services to the same Patients, both Parties acknowledge and agree that this Agreement shall be subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Privacy Rule implementing HIPAA, 45 CFR part 160 and part 164, the Security Standards implementing HIPAA, 45 CFR parts 160, 162 and 164, the amendments to HIPAA set forth in Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health Act or “HITECH Act,” which are relevant to the Agreement and the applicable provisions of the regulations implementing certain provisions of the HITECH Act published as a Final Rule on Modifications to the Privacy, Security, Enforcement and Breach Notification Rules. Each such party shall take all further actions reasonably requested by another party as are necessary to comply with HIPAA and the HITECH Act.

11) Confidential Information

- a) Company and Provider shall: (a) comply with all applicable state and federal laws respecting the confidentiality of proprietary information, data and other confidential or personal information concerning the medical, personal, or business affairs of the Parties acquired under, or in connection with, this Agreement (“Confidential Information”); (b) not use or disclose Confidential Information that is not otherwise public information unless necessary to meet the duties and obligations under this Agreement and (c) keep confidential any information, not described above, specified in writing by either Party as “Confidential Information”. For purposes of the foregoing, information shall not be considered Confidential Information if such information’s disclosure is compelled by court order, by applicable law or if such information was obtained from an unrelated third party not itself subject to a confidentiality requirement with respect to such information. The Parties shall immediately notify the other Party in writing upon receipt of such court order or other process compelling disclosure of otherwise Confidential Information listed above.

12) Independent Contractor

- a) It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation and the Parties remain independent parties. Neither Party, nor employees of either party, shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency. Both Parties shall be under no obligation to provide worker’s compensation, disability, health, or other insurance, vacation pay, sick leave, retirement benefits, social security, worker’s compensation, disability or unemployment benefits, or employee benefit of any kind or to provide unemployment benefits for to the other Party or to withhold, deduct or pay income or social security taxes for that other Party.



13) Term and Renewal. This Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year and shall automatically renew annually for successive terms of one (1) year, unless terminated by 30 (thirty) notice by Company or Provider. The term of each renewal period shall commence immediately upon the conclusion of the original term of the Agreement or each renewal period, as the case may be.

NOTICES:

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received upon receipt via standard overnight express mail carrier, or by registered or certified mail, postage prepaid, return receipt requested, to the Parties as follows:

If to Provider: BioTech X-ray, Inc.
 1065 Executive Parkway, Ste 220
 St. Louis, MO 63141-6367
 Attention: Tamara Schwartz, President

If to Company: FF Mueller Center
 Attention: Shundrick Parker, Director
 2535 Kenton St
 Springfield, Ohio 45505

Any Party may change the address to which communications or copies are sent by giving notice of such change of address

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed through their authorized representatives:

PROVIDER	BioTech X-ray, Inc.
By:	Mobile Technician
Name:	Bob Park
Title	Client Success Manager
Date:	Oct 30th, 2023

Company	FF Mueller
By:	
Name:	Shundrick Parker
Title:	Director
Date:	Oct 30th. 2023

**SOCIAL SERVICES BLOCK GRANT – CFDA 93.667
TITLE XX GRANT AGREEMENT**

Federal Fiscal Years 2024 – 2025

This Grant Agreement (the “Agreement”) is entered into by and between the County Board of Developmental Disabilities (hereinafter “Subrecipient” as defined in 2 C.F.R. §200.1) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “parties.”

WHEREAS, the Social Service Block Grant, Title XX of the Omnibus Reconciliation Act of 1981 [P.L. 97-35], is administered by the Office of Community Services, Administration for Children and Families, U.S. Department of Health and Human Services;

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) is the prime recipient of the federal award(s) and shall allocate fourteen and fifty-seven one-hundredths per cent of the award(s) to the Department in accordance with Section 5101.46(C)(2) of the Ohio Revised Code (“the Grant”); and

WHEREAS, the Department shall act as the pass through entity of the Grant as defined in 2 C.F.R. §200.1.

NOW THEREFORE, the parties agree as follows:

Section 1 - Grant of Funds

1.1 Program Description and Use of Funds. The Department subawards Grant funds to County Boards of Developmental Disabilities to support the provision of a variety of social services including early intervention, employment, information and referral, non-medical transportation, adult day care, and recreational services. Subrecipient shall perform the responsibilities outlined in this Agreement and shall use the Grant funds only for expenditures incurred during the performance period of the Grant. Department authorized Title XX Services are listed in the Title XX Program Goals & Service Definitions (“Exhibit A”). Title XX funding may not be used for activities or services outlined in 42 U.S.C. § 1397d – Limitations on Use of Grants (“Exhibit D”).

1.2 Allocation Methodology and Award Information. Allocations to County Boards of Developmental Disabilities are calculated biannually on a formulaic basis. A county board’s allocation percentage is based on the following weighted criteria at the county level: poverty rate (50%), individuals with DD served (35%), unemployment rate (10%, and tax millage rate (5%). Allocation percentages and other award information required by the federal Office of Management and Budget Uniform Guidance 2 C.F.R. §200.332(a) are provided in the Award Information and Allocation Table (“Addendum A”) and the Department Grants Management System (GMS).

1.3 Grants Management System (GMS) and Security Access. The Subrecipient shall use GMS to review and take any necessary actions to select services, submit expense reports, and upload support documentation as required per this Agreement. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID in order to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly with the Ohio Office of Shared Services to update address and payment information as needed using <http://www.supplier.obm.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the Title XX GMS User Guide (Exhibit E), which details requesting access to GMS, assigning and managing user roles, selecting services and submitting units of service estimates for the Comprehensive Social Services Plan, viewing obligations and payments, and submitting expense reports. In the event of a system outage, perceived & realized risk, or any other circumstance impacting the administration of this Grant, the Department may instruct the Subrecipient to use alternative methods to review and take necessary actions related to this Grant.

1.4 The Title XX Comprehensive Social Services Plan (CSSP). Prior to the beginning of each federal fiscal year, the US Department of Health and Human Services requires each state to submit a CSSP, which includes the estimated expenditures and number of people served by Title XX service. To comply with this federal reporting requirement, County Boards of Developmental Disabilities electing to serve as a Subrecipient for the subsequent grant year shall submit a CSSP to the Department. The CSSP shall be submitted via GMS by the deadline communicated by the

Department. Failure to submit the CSSP by the due date may result in a loss or forfeiture of grant funds. Only the services selected in the CSSP with estimated expenditures and people served will be eligible for payment of grant funds. Additional services may be added during the grant year by amendment to this Agreement that is agreed to by both Parties. Requests to amend service selection shall be made in GMS.

1.5 Obligations. During the grant year, ODJFS will notify the Department when a federal Grant award is made by the US Department of Health and Human Services and identify the portion of the award allocated to the Department. Upon receipt of this notification, the Department shall obligate Grant funds in accordance with Section 1.2 of this Agreement via GMS.

1.6 Quarterly Expense Reports. Quarterly expense reports shall be submitted in GMS by the thirtieth (30th) day from the end of each preceding quarter as follows:

2024 – 2025 Quarterly Reporting Periods		
Fiscal Year	Quarter/Dates	Report Due Date
FFY 24	Quarter 1 (October 1, 2023-December 31, 2023)	January 30, 2024
FFY 24	Quarter 2 (January 1, 2024-March 31, 2024)	April 30, 2024
FFY 24	Quarter 3 (April 1, 2024-June 30, 2024)	July 30, 2024
FFY 24	Quarter 4 (July 1, 2024-September 30, 2024)	October 30, 2024
FFY 25	Quarter 1 (October 1, 2024-December 31, 2024)	January 30, 2025
FFY 25	Quarter 2 (January 1, 2025-March 31, 2025)	April 30, 2025
FFY 25	Quarter 3 (April 1, 2025-June 30, 2025)	July 30, 2025
FFY 25	Quarter 4 (July 1, 2025-September 30, 2025)	October 30, 2025

Subrecipient shall enter the total units of service provided by service during the quarter as well as the number of people served within the age groups listed below:

- (1) Individuals under the age of 18
- (2) Individuals age 18-59
- (3) Individuals age 60 and over

By service and by age group, Subrecipient shall report the total number of people served during the quarter. Additionally, the Subrecipient shall report the number of people served that were not previously reported for the grant year in order to collect an unduplicated count of individuals served during the relevant grant year.

Expenditures are calculated in GMS by multiplying the units of service entered by service and the service rate, as included in the Program Goals & Service Definitions (“Exhibit A”). Payments shall not exceed the amount obligated and shall comply with the fiscal and administrative requirements listed in 45 C.F.R. §96.30 regarding block grants.

If errors are identified after an expense report has been submitted in GMS, Subrecipient shall offset the error on the next available expense report. Subrecipient shall maintain documentation supporting the adjustment(s) and may upload the documentation to GMS.

If errors are identified after final expense reports have been submitted and the grant year is closed, Subrecipient shall notify the Department. The Department may collect a refund for errors/inaccuracies that result in overpayments.

1.7 Annual Reallocation. At the end of each grant year, the Department may reallocate obligated funds that remain unspent after the due date of the final quarterly expense report. The methodology for reallocating unspent funds shall be at the discretion of the Department.

1.8 Payment of Funds. The Department agrees to pay Subrecipient within thirty (30) days of receipt of Department approved expense reports in GMS. Subrecipient agrees that lack of timely submission of quarterly reports may result

in reduced or forfeited payment, which may be reallocated to other participating subrecipients at the end of the Grant period.

1.9 Federal Funds Requirements. Subrecipient agrees to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS or its successor. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management). Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the “allow the selected record to be a public display record” feature in SAM. The Department will reference available UEI numbers on file to validate SAM registrations. If the UEI has changed since the previous year, Subrecipient shall provide the Department with the UEI by emailing the notice contact identified in Section 6.

1.10 Availability of Funds. Subject to the provisions of ORC Sections 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state, federal, and other external funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire and this Agreement will be terminated with notice to the Subrecipient.

1.11 Subcontractors. Subrecipient may subcontract portions of work or activities constituting the Grant. All subcontracts shall be made subject in all respects to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 C.F.R. §200. Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from October 1, 2023 through September 30, 2025 unless terminated prior thereto pursuant to this Section. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after September 30, 2025.

2.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant Funds. Subrecipient, upon receiving notice of termination, will:

- (a) Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities; and
- (b) Prepare and furnish a report to the Department within sixty (60) days after the termination that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may require Subrecipient to repay to the Department any or all of the Grant Funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant Funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Title XX payment for services provided may result in the repayment of funds by the Subrecipient.

Section 3 – Documentation Requirements

3.1 Units of Service. Subrecipient agrees to prepare and maintain documentation that supports the units of service billed to Title XX. The Units of Service Log (DODD 1017 “Exhibit B”) is included as a sample. The Subrecipient may develop a different form or report, but documentation must include each of the following required elements:

Individual Identifying Information:

- (1) Individual name
- (2) Individual Social Security Number (or Unique Identification Number so long as Subrecipient maintains a cross walk matching the Unique Identifier to the Social Security Number) *
- (3) Individual date of birth

Service Information:

- (4) Provider Name and Location
- (5) Service date
- (6) Service start and end times (excluding Transportation)

Billing Preparation:

- (7) Calculated service duration (per individual, per service, per day)
- (8) Number of units billed
- (9) 5-digit Title XX Service Billing Code

* For units billed to Special Services for Persons with Developmental Disabilities: Early Intervention, a unique ID is required, but it does not have to be a Social Security Number.

3.2 Billing of Title XX Services. With the exception of Information & Referral Services, Subrecipient shall only bill Title XX for services that meet the following criteria:

- (1) The individual receiving the service is eligible for DD services in accordance with OAC 5123-4-01 or is eligible for EI services per Part C of IDEA;
- (2) The service billed is included in the individual's ISP or IFSP;
- (3) The service was selected by the Subrecipient, as evidenced by the services approved to bill in GMS;
- (4) The service is not billable to another federal program (e.g. Medicaid, Medicare);
- (5) The expenditures for the service shall not be billed to any other program;
- (6) The service is not included in Exhibit D of this Agreement (42 U.S.C. § 1397d, Title XX – Section 2005 Limitations on the Use of Grants).

Subrecipient shall maintain records that substantiate compliance with the criteria identified in this section and make those records available when required (e.g. audit, county board accreditation). The Certification of Proper Billing form ("Exhibit C") is included as a sample.

3.3 Title XX Policy. Subrecipient shall maintain a Board approved Title XX Policy. The local policy shall incorporate this Agreement and the CSSP submitted in accordance with Section 1.4 of this Agreement.

3.4 Maintenance of Records. Copies of all materials produced under or pertaining to this Agreement will be retained by Subrecipient and will be made available for audit by state and federal government entities for a minimum period of time as defined in the 2 C.F.R. §200.334 of six (6) years after Subrecipient receives last payment pursuant to this Agreement, or until an audit or litigation initiated by any state and or federal government entity during this time period, is concluded and all issues are resolved, whichever is later. This minimum period of six (6) years includes a copy of all quarterly reports submitted electronically to the Department and individual-specific supporting documentation that details and discusses services delivered including case notes, Individual Service Plan documentation, professional examination summaries, and support documentation required per Section 3.1 of this Agreement.

3.5 Agreement Documents. The Department shall email the following documents to the Subrecipient signatory via the electronic signature solution, OneSpan. Subrecipient may complete and electronically sign the documents using OneSpan. The Department shall only accept electronic signatures provided in OneSpan.

1. Agreement
2. Addendum B (Offshore Standard Affirmation and Disclosure Form)

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed above to the Department notice contact established in section 6.1. When selecting this option, Subrecipient shall print and sign the Agreement and Addendum B (Offshore Standard Affirmation and Disclosure Form). Subrecipient shall return both documents as

separate .pdf documents in one email with the subject line “County Name_Title XX Grant Agreement_Fiscal Year”. Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. The fully executed Agreement will be available to download from OneSpan for 30 days. For signed Agreements submitted to the Department, the fully executed agreement will be returned to the Subrecipient as a .pdf via email.

3.6 Accounting & Internal Controls. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles (GAAP) and 2 C.F.R. §200, as adopted by the U.S. Department of Health and Human Services in 45 C.F.R. §75.

All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 C.F.R. §200.

Subrecipient agrees to implement and maintain internal controls consistent with 2 C.F.R. §200.

3.7 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Department and its agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor receiving Grant Funds a provision authorizing the Department and its agents access to and the right to review, audit, and copy the books and records of such subcontractor related to its work on the Grant.

3.8 Commingling. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds.

3.9 Audit Requirements. In accordance with the provisions of 2 C.F.R. §200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in total Federal awards will have a single or a program specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than \$750,000 a year in total Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 C.F.R. §200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 C.F.R. 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 C.F.R. §200.

In order to assist the Subrecipient in completing the SEFA, in accordance with 2 C.F.R. §200.510(b), the Department shall distribute disbursement information annually to the Subrecipient (after the close of the calendar year) identifying the grant program as Social Services Block Grant /Title XX (TXX), the Catalog of Federal Domestic Assistance (CFDA) / Assistance Listing Number (ALN) number, the pass through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through the Ohio Office of Shared Services and include the [OSS Supplier Portal](#) and [EFT Lookup site](#). Directions for using the site can be found at <http://www.obm.ohio.gov/StateAccounting/doc/paymentissuance/LookUpRemittanceAdvice.pdf>

Questions about how to use OSS sites should be directed to the OSS by emailing ohiosharedservices@ohio.gov. If additional information about these resources or a direct deposit is needed, call OSS at 1-877-644-6771.

Section 4 – Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, along with all applicable Department policies in the conduct of the work hereunder.

4.2 Drug-Free Workplace. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.3 Equal Employment. The Subrecipient, and any subcontractor, agrees that all services and facilities in the developmental disabilities programs for which State reimbursement funds are sought will be made available without discrimination on account of race, religion, color, sex, national origin, handicap, age, or inability to pay; and that no qualified person will be discriminated against on account of race, religion, color, sex, national origin, age, or handicap with respect to equal opportunities of employment by the applicant agency; and that no employee of the applicant agency will be discriminated against on account of race, religion, color, sex, national origin, age or handicap.

4.4 Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum B) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip for services provided in a natural environment, Subrecipients and their subcontracts may enter "EI services provided in natural environments in [Enter County Name]".

4.5 Findings for Recovery. The Subrecipient, and any subrecipient, is not subject to an "unresolved" finding for recovery under ORC Section 9.24. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.6 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of each exclusion.

4.7 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.8 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any action of the Subrecipient to be granted a fair hearing before the Subrecipient’s governing body.

4.9 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior agreements and representations whether written or oral.

5.2 Assignment. This Agreement can only be modified by a written amendment signed by both parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio.

5.4 Suspension & Debarment. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 C.F.R. §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the following contacts:

Jacob Foskuhl	Name:	
Financial Manager	Title:	
Department of Developmental Disabilities	Subrecipient Organization:	
Jacob.Foskuhl@dodd.ohio.gov	Email Address:	

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Exhibits. The following documents are attached to the Agreement and/or are incorporated into it by reference.

- Exhibit A: Title XX Program Goals & Service Definitions
- Exhibit B: Units of Service Log (Form DODD 1017)
- Exhibit C: Title XX Certification of Proper Billing (Form DODD 1014-2)
- Exhibit D: 42 U.S.C. § 1397d – Limitations on Use of Grants
- Exhibit E: GMS Title XX User Guide
- Addendum A: Award Information & Allocation Table
- Addendum B: Offshore Standard Affirmation and Disclosure Form

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Kimberly Hauck
Ohio Department of Developmental Disabilities
Director

By: _____

Date: _____

Name: _____

County: _____

Title: _____

By: _____

Date: _____

Addendum A - Award Information & Allocation Table

FFY24-25 Award Information	
Federal Award Identification:	Social Services Block Grant
Federal Award Identification Numbers:	Provided in payment messages
Federal Award Date:	Accessible in GMS
Amount of Federal Funds Obligated by this Action:	Obligation information accessible in GMS
Total Amount of the Federal Award:	TBD
Subaward Period of Performance:	10/01/2023-09/30/2024 and 10/01/2024-09/30/2025
Federal Award Project Description: The Social Services Block Grant (SSBG) allows the Ohio Department of Developmental Disabilities to provide local subrecipients with funding to support their provision of a variety of social services including early intervention, employment, education, protection services, non-medical transportation, adult day care and recreational services.	
Prime Recipient:	The Ohio Department of Job & Family Services
Pass Through Entity Name:	The Ohio Department of Developmental Disabilities
Federal Awarding Agency:	U.S. Department of Health and Human Services, Office of Community Services, Administration for Children and Families
Federal Agency Contact:	Angel Chen, Grants Management Specialist, Division of Mandatory Grants, Administration for Children & Families, 330 C Street, S.W. Washington, DC 20201
CFDA Name and Number:	CFDA 93.667, Social Services Block Grant

This Grant is not for R&D

This Grant does not allow for indirect costs.

FFY24-25 Allocation Estimates

Estimated Annual Allocation - County Boards of DD	FFY 2024	FFY 2025
	\$7,341,803	\$7,341,803

County	%	FFY 2024	FFY 2025
Adams	0.002656	\$19,501	\$19,501
Allen	0.009071	\$66,600	\$66,600
Ashland	0.004934	\$36,226	\$36,226
Ashtabula	0.009098	\$66,799	\$66,799
Athens	0.008339	\$61,220	\$61,220
Auglaize	0.003336	\$24,669	\$24,669
Belmont	0.005543	\$40,699	\$40,699
Brown	0.003495	\$25,661	\$25,661
Butler	0.030864	\$226,595	\$226,595
Carroll	0.002722	\$19,986	\$19,986
Champaign	0.003269	\$24,000	\$24,000
Clark	0.011957	\$87,786	\$87,786
Clermont	0.014233	\$104,499	\$104,499
Clinton	0.003732	\$27,402	\$27,402
Columbiana	0.008778	\$64,445	\$64,445
Coshocton	0.003568	\$26,195	\$26,195
Crawford	0.004173	\$30,635	\$30,635
Cuyahoga	0.117762	\$864,589	\$864,589
Darke	0.004544	\$33,362	\$33,362
Defiance	0.002937	\$21,565	\$21,565
Delaware	0.013766	\$101,066	\$101,066
Erie	0.006884	\$50,540	\$50,540
Fairfield	0.010921	\$80,181	\$80,181
Fayette	0.002633	\$19,327	\$19,327
Franklin	0.115984	\$851,533	\$851,533
Fulton	0.003285	\$24,119	\$24,119
Gallia	0.002695	\$19,784	\$19,784
Geauga	0.00647	\$47,504	\$47,504
Greene	0.011306	\$83,008	\$83,008

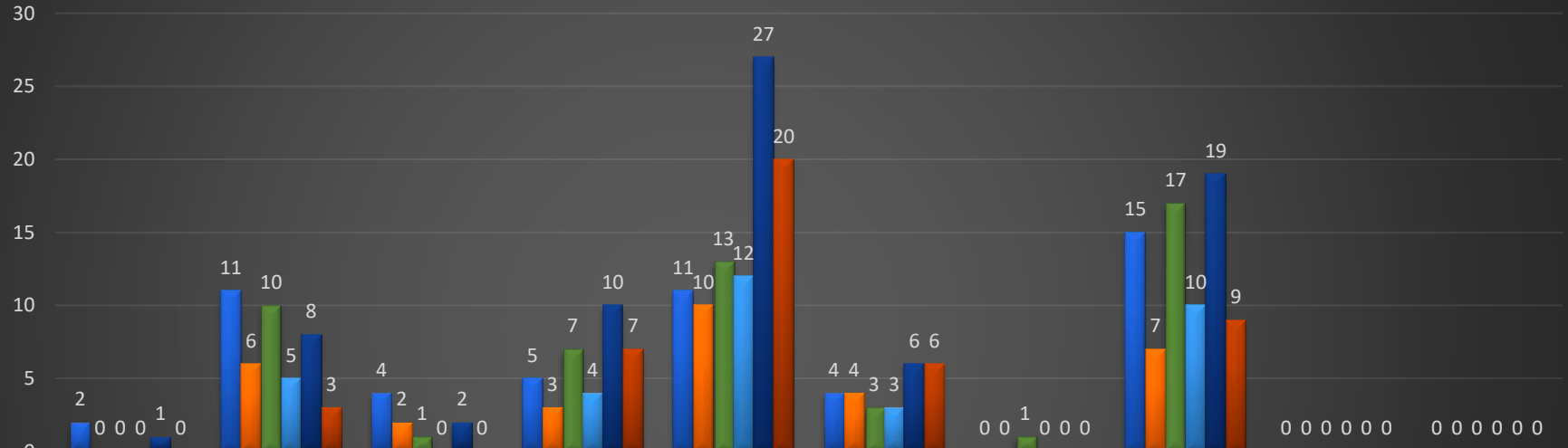
County	%	FFY 2024	FFY 2025
Guernsey	0.003891	\$28,567	\$28,567
Hamilton	0.06768	\$496,894	\$496,894
Hancock	0.005912	\$43,405	\$43,405
Hardin	0.002697	\$19,800	\$19,800
Harrison	0.001813	\$13,313	\$13,313
Henry	0.003022	\$22,185	\$22,185
Highland	0.004073	\$29,903	\$29,903
Hocking	0.003075	\$22,576	\$22,576
Holmes	0.002904	\$21,321	\$21,321
Huron	0.004559	\$33,473	\$33,473
Jackson	0.003069	\$22,532	\$22,532
Jefferson	0.005985	\$43,942	\$43,942
Knox	0.005552	\$40,762	\$40,762
Lake	0.013963	\$102,515	\$102,515
Lawrence	0.00524	\$38,471	\$38,471
Licking	0.013292	\$97,589	\$97,589
Logan	0.004246	\$31,171	\$31,171
Lorain	0.025342	\$186,058	\$186,058
Lucas	0.044251	\$324,882	\$324,882
Madison	0.003449	\$25,319	\$25,319
Mahoning	0.022252	\$163,369	\$163,369
Marion	0.006197	\$45,498	\$45,498
Medina	0.010381	\$76,218	\$76,218
Meigs	0.00204	\$14,981	\$14,981
Mercer	0.003031	\$22,250	\$22,250
Miami	0.008138	\$59,744	\$59,744
Monroe	0.001413	\$10,377	\$10,377
Montgomery	0.046227	\$339,391	\$339,391
Morgan	0.001839	\$13,505	\$13,505

County	%	FFY 2024	FFY 2025
Morrow	0.002847	\$20,902	\$20,902
Muskingum	0.00698	\$51,243	\$51,243
Noble	0.001413	\$10,377	\$10,377
Ottawa	0.003614	\$26,534	\$26,534
Paulding	0.001607	\$11,798	\$11,798
Perry	0.003997	\$29,345	\$29,345
Pickaway	0.004672	\$34,301	\$34,301
Pike	0.00365	\$26,794	\$26,794
Portage	0.01172	\$86,047	\$86,047
Preble	0.003484	\$25,578	\$25,578
Putnam	0.002357	\$17,302	\$17,302
Richland	0.010981	\$80,621	\$80,621
Ross	0.007802	\$57,282	\$57,282
Sandusky	0.00533	\$39,131	\$39,131
Scioto	0.009398	\$68,997	\$68,997
Seneca	0.004852	\$35,624	\$35,624
Shelby	0.004291	\$31,503	\$31,503
Stark	0.034763	\$255,223	\$255,223
Summit	0.048057	\$352,826	\$352,826
Trumbull	0.016967	\$124,569	\$124,569
Tuscarawas	0.007099	\$52,120	\$52,120
Union	0.004368	\$32,068	\$32,068
Van Wert	0.002575	\$18,907	\$18,907
Vinton	0.001551	\$11,386	\$11,386
Warren	0.013222	\$97,074	\$97,074
Washington	0.004791	\$35,178	\$35,178
Wayne	0.007911	\$58,079	\$58,079
Williams	0.002735	\$20,081	\$20,081
Wood	0.01061	\$77,898	\$77,898
Wyandot	0.00184	\$13,508	\$13,508

Allocations are estimated based on prior year funding levels.

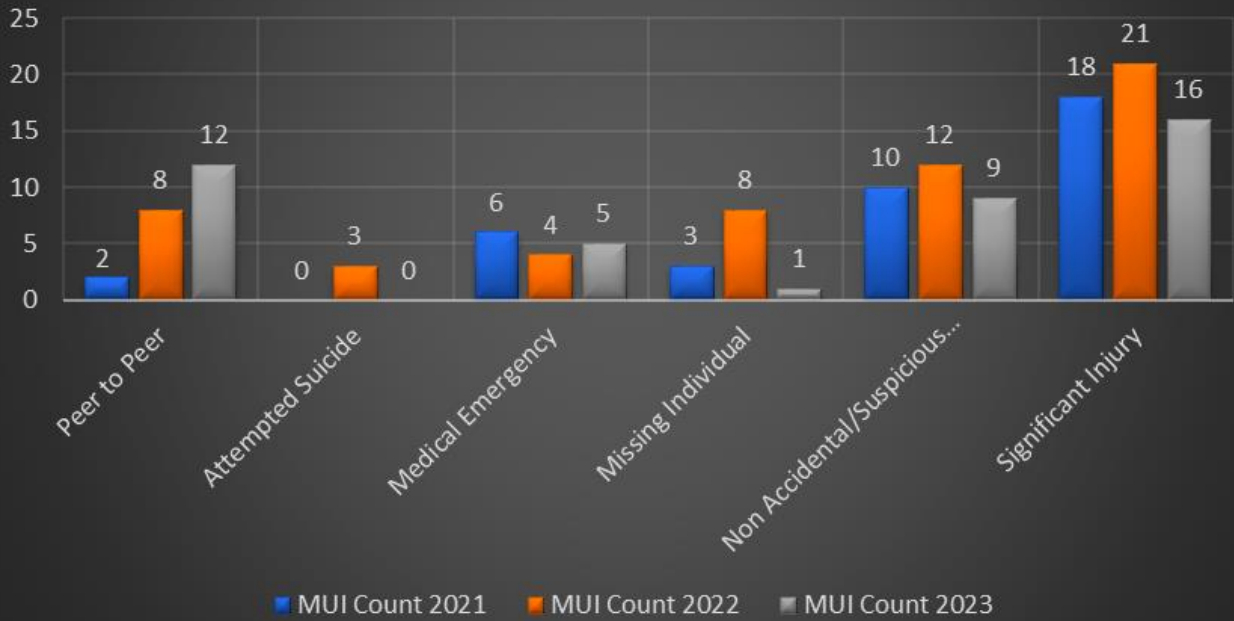
Actual allocations will be determined upon receipt of quarterly awards during the award period and will be communicated to subrecipients.

Categor A MUI Comparison of Jan-June 2021, 2022 and 2023



	Accidental/Suspicious Death	Alleged Abuse - PHYSICAL	Alleged Abuse - SEXUAL	Alleged Abuse - VERBAL	Alleged Neglect	Exploitation	Failure To Report	Misappropriation	Prohibited Sexual Relations	Rights Code Violation
2021 MUI Count	2	11	4	5	11	4	0	15	0	0
2021 Substantiated	0	6	2	3	10	4	0	7	0	0
2022 MUI Count	0	10	1	7	13	3	1	17	0	0
2022 Substantiated	0	5	0	4	12	3	0	10	0	0
2023 MUI Count	1	8	2	10	27	6	0	19	0	0
2023 Substantiated	0	3	0	7	20	6	0	9	0	0

Category B Semi Annual 2021, 2022 and 2023



Category C Semi Annual Report 2021, 2022 and 2023



■ MUI Count 2021
 ■ MUI Count 2022
 ■ MUI Count 2023

The rights of persons with developmental disabilities include but are not limited to:

The right to be treated at all times with courtesy and respect and with full recognition of their dignity and individuality. **(Be treated nicely at all times and as a person)**

The right to an appropriate, safe and sanitary living environment that complies with local, state and federal standards and recognizes the persons' need for privacy and independence. **(Have a clean safe place to live in and a place to be alone)**

The right to food adequate to meet accepted standards of nutrition. **(Have food that is good for you)**

The right to practice the religion of their choice or to abstain from the practice of religion. **(Be able to go, if you want, to any church, temple, mosque)**

The right to timely access to appropriate medical or dental treatment. **(Be able to go to a doctor or dentist when you are sick)**

The right of access to necessary ancillary services including, but not limited to, occupational therapy, physical therapy, speech therapy, and behavior modification and other psychological services. **(Be able to have people help you with the way you walk, talk, do things with your hands, act or feel, if you need it)**

The right to receive appropriate care and treatment in the least intrusive manner. **(Be able to have people help and teach you, if you want)**

The right to privacy, including both periods of privacy and places of privacy. **(Be able to have time and a place to go to be by yourself)**

The right to communicate freely with persons of their choice in any reasonable manner they choose. **(Be able to call, write letters or talk to anyone you want about anything you want)**

The right of ownership and use of personal possessions so as to maintain individuality and personal dignity. **(Be able to have your own things and be able to use them)**

The right to social interaction with members of either sex. **(Be able to have men and women as friends)**

The right of access to opportunities that enable individuals to develop their full human potential. **(Be able to join in activities and do things that will help you grow to be the best person you can be)**

The right to pursue vocational opportunities that will promote and enhance economic independence. **(Be able to work and make money)**

The right to be treated equally as citizens under the law. **(Be treated like everyone else)**

The right to be free from emotional, psychological, and physical abuse. **(Not be hit, yelled at, cursed at, or called names that hurt you)**

--Continued on back--

The Rights of Individuals with Developmental Disabilities

Section 5123.62 of the Ohio Revised Code

The right to participate in programs of education, training, social development, and habilitation and programs of reasonable recreation. **(Be able to learn new things, make friends, have activities to do, and go out in your community)**

The right to participate in decisions that affect their lives. **(Be able to tell people what you want and be part of making plans or decisions about your life)**

The right to select a parent or an advocate to act in their behalf. **(Be able to ask someone you want to help you, let others know how you feel or what you want)**

The right to manage their personal financial affairs, based upon individual ability to do so. **(Be able to use your money to pay for things you need and want with help, if you need it)**

The right to confidential treatment of all information in their personal and medical records. **(Be able to say yes or no before people talk about what you do at work or home or look at your file)**

The right to voice grievances and recommend changes in policies and services without restraint, interference, coercion, discrimination, or reprisal. **(Be able to complain or ask for changes if you don't like something without being afraid of getting in trouble)**

The right to be free from unnecessary chemical or physical restraints. **(Not be given medicine that you don't need or held down if you are not hurting yourself or others)**

The right to participate in the political process. **(To vote and learn about laws and your community)**

The right to refuse to participate in medical, psychological, or other research or experiments. **(To say yes or no to being part of a study or experiment)**

Who Reports?

All employees working within the field of developmental disabilities are mandated by law to follow reporting procedures for MUI/UI. A DD employee is defined as:

- An employee of the ODODD
- A superintendent, board member, or employee of a county board
- An administrator, board member, or employee of a residential licensed facility
- An administrator, board member, or employee of any other public or private provider of services to an individual with a developmental disability
- An independent provider

What to Report - (Abbreviated from OAC 5123-17-02)

Unusual Incident – a non-serious event or occurrence involving an individual that is not consistent with routine operations, policies and procedures, or the individual's care or ISP. Unusual incident includes, but is not limited to:

- Minor medical injuries – Dental, falls, etc. that do not require doctor visits
- Emergency room or urgent care treatment center visits (not requiring hospitalization)
- Medication errors without a likely risk to health and welfare
- Overnight relocation of an individual due to a fire, natural disaster, or mechanical failure
- A minor incident involving two individuals served (example - one individual scratches another, minor bleeding, no doctor visit)
- Rights code violations or unapproved behavioral supports without a likely risk to health and welfare
- Program implementation incidents – Failure to follow a person-centered support plan when such failure causes minimal risk or no risk. Examples – Failing to provide supervision for short periods of time, car accidents without harm, self-reported incidents with minimal risk.

Major Unusual Incident – A serious event or occurrence that is alleged, suspected, or actual. The reporter has reasonable cause to believe a major unusual incident form category A, B, or C has taken place.

Category A – May be investigated by Law Enforcement, Children's Services, and/or County Board Investigative Agents

1. **Accidental or Suspicious Death** – The death of an individual resulting from an accident or suspicious circumstances.
2. **Exploitation** – The unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.

3. **Failure to Report** – A mandated reporter who has reasonable cause to believe that an individual has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition that indicates abuse, misappropriation, exploitation, or neglect and such person does not immediately report such information to a law enforcement agency or a county board. In the case of an individual living in a developmental center, report either to law enforcement or the ODODD.

Note: Penalties for Not Reporting (May vary according to the situation)

- Fines up to \$1,000 for a misdemeanor and other possible criminal/civil charges
 - Administrative sanctions including possible placement on Abuser Registry
4. **Misappropriation** – A theft committed by depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Ohio Revised Code.
 5. **Neglect** – Failing in the duty to provide an individual with medical care, personal care, or other support that consequently results in serious injury or places an individual or another person at risk of serious injury. Serious injury is an injury that results in treatment by a physician, physician assistant, or nurse practitioner.
 6. **Physical Abuse** – Use of physical force than can reasonably be expected to result in physical harm to an individual. Such force may include, but is not limited to; hitting, slapping, pushing, or throwing objects at an individual. Physical harm is defined as any injury, illness, or other physiological impairment, regardless of the gravity or duration.
 7. **Prohibited Sexual Relations** - A DD employee engaging in consensual sexual conduct or having consensual sexual contact with an individual who is not the employee's spouse and for whom the employee was employed or under contract to provide care or supervise the provision of care at the time of the incident.
 8. **Rights Code Violation** – Any violation of the rights enumerated in section 5123.62 of the ORC that creates a likely risk of harm to the health or welfare of an individual.
 9. **Sexual Abuse** – Unlawful sexual conduct, contact or committing any sexual offenses as prohibited by law:
 - a. **Sexual Conduct** - Vaginal intercourse between a male and female; anal intercourse or oral sex between persons regardless of sex; and,

without privilege to do so, the insertion, however slight, of any part of the body or any instrument, apparatus, or other object into the vaginal or anal opening of another.

- b. **Sexual Contact** - Any touching of an erogenous zone of another, including without limitation the thigh, genitals, buttock, pubic region, or, if the person is a female, a breast, for the purpose of sexually arousing or gratifying either person.
- c. **Sexual Offenses Prohibited by ORC 2907** – Rape, sexual battery, unlawful conduct with a minor, sexual imposition, importuning, voyeurism, and public indecency.

10. **Verbal Abuse** – Purposefully using words, gestures or other communicative means to purposefully threaten, coerce, intimidate, harass or humiliate and individual.

Category B - investigated by County Board Investigative Agents

- 1. **Attempted Suicide** – A physical attempt by an individual that results in emergency room treatment, in-patient observation or hospital admission.
- 2. **Death other than Accidental or Suspicious Death** – Death of an individual by natural cause without suspicious circumstances.
- 3. **Medical Emergency** – An incident where emergency medical intervention is required to save an individual's life (example – choking techniques such as back blows, CPR, use of automated external defibrillator, or epi-pen)
- 4. **Missing Individual** – An incident that is not considered neglect when an individual's whereabouts, after immediate measures taken, are unknown, or longer than the time specified in the ISP, and the individual is believed to be at imminent risk of harm to self or others. An incident when an individual's whereabouts are unknown that does not result in imminent risk of harm will be investigated as an unusual incident.
- 5. **Peer-to-Peer Acts** – Any of the following incidents involving two individuals served:
 - a. **Exploitation** - The unlawful or improper act of using an individual or an individual's resources for monetary or personal benefit, profit, or gain.
 - b. **Theft** - Intentionally depriving another individual of real or personal property valued at twenty dollars or more or property of significant personal value to the individual.
 - c. **Physical Act** - A physical altercation that:

- i. Results in examination or treatment by a physician, physician assistant, or nurse practitioner; or
 - ii. Involves strangulation, a bloody nose, a bloody lip, a black eye, a concussion, or biting which causes breaking of the skin; or
 - iii. Results in the individual being arrested, incarcerated, or the subject of criminal charges
 - d. **Sexual Act** - Sexual conduct and/or contact for the purposes of sexual gratification without the consent of the other individual.
 - e. **Verbal Act** - The use of words, gestures, or other communicative means to purposefully threaten, coerce, or intimidate the other individual when there is the opportunity and ability to carry out the threat.
6. **Significant Injury** - An injury of known or unknown cause that is not considered abuse or neglect and that results in concussion, broken bone, dislocation, second or third degree burns or that requires immobilization, casting, or five or more sutures. Significant injuries will be designated in the incident tracking system as either known or unknown cause.

Category C - investigated by County Board Investigative Agents

1. **Law Enforcement** – Any incident that results in the individual being tased, arrested, charged, or incarcerated.
2. **Unanticipated Hospitalization**– Any hospital admission or hospital stay over twenty-four hours that is not pre-scheduled or planned. A hospital admission associated with a planned treatment or pre-existing condition that is specified in the ISP indicating the specific symptoms and criteria that require hospitalization need not be reported.
3. **Unapproved Behavioral Support**– The use of a prohibited measure as defined in OAC 5123:2-2-06 or the use of a restrictive measure implemented without approval of the Human Rights Committee or with the informed consent of the individual or the individual's guardian. When the use of a prohibited or restrictive measure does not result in risk to the individual's health and welfare, the incident will be investigated as an unusual incident.

When to Report

First - Immediate Action Steps for Safety

Providers must first take all reasonable measures to ensure the health and welfare of the individuals served. Such measures will include:

- Immediate and ongoing medical attention as appropriate;
- Removal of an employee from direct contact with any individual when the employee has been alleged to be involved in physical abuse or sexual abuse until such time as the provider has sufficiently determined that such removal is no longer necessary;
- Other measures to protect the health and welfare of the individual as necessary.

The provider and county board should discuss disagreements regarding reasonable measures in order to resolve them. If the provider and the county board are unable to reach an agreement, the ODODD will make a determination.

Second – make contacts as noted in the section below immediately upon the occurrence of the incident or learning about the incident.

Where and to Whom to Report

MUI Reporting for County Board Employees:

- **Investigative Agent and Supervisor** - All MUI's or suspected MUI's must be verbally reported to the Investigative Agent Office **no later than 4 hours** after discovery of the incident and a written report must be filed by **10:00 a.m.** the first working day following the day the county board employee becomes aware of the MUI.
 - **Contact Information – Clark County IA Office (937) 328-5245 fax (937) 328-4575** MUIreport@clarkdd.org
 - Working days are defined as Monday, Tuesday, Wednesday, Thursday, or Friday except that when that day is a holiday.
 - If the time of your report is after business hours, leave a voice message, and then fax or email your report.
- **MUIs Involving Possible Criminal Acts** - Abuse, misappropriation, exploitation, neglect or failure to report must also be reported to local law enforcement. If law enforcement has been notified of a criminal act involving an employee, the County Board is responsible for notifying the ODODD if that person works for another provider.
- **MUI's Involving Child Abuse** - Abuse or neglect of an individual under the age of 21 should be immediately reported to the local Public Children Service's Agency. The County Board is responsible for ensuring the notification has been made.
- **MUI Notifications** – The following notifications are critical unless they jeopardize the health and welfare of the individual:

- Guardians and other necessary service providers must be notified of all incidents on the same day the incident or discovery of the incident occurs and include immediate actions taken.
- County Boards are to ensure all notifications are made. The County Board Investigative Agent must notify the individual or the guardian of the preliminary finding of a physical or sexual abuse MUI (not being investigated by another party) within 14 working days.

MUI and UI Reporting for Independent/Agency Providers:

- **Investigative Agent Office** - All MUI's or suspected MUI's must be verbally reported to the Investigative Agent Office **no later than 4 hours** after discovery of the incident and a written report must be filed by **3:00 p.m. the first working day following the day the provider becomes aware of the MUI**. UI's must be reported to the SSA or county board designee, by submitting a written report on the first working day following the day of the UI discovery. This applies to Agency and Independent Providers.
 - **Contact Information – Clark County IA Office (937) 328-5245 fax (937) 328-4575** MUlreport@clarkdd.org
 - Working days are defined as Monday, Tuesday, Wednesday, Thursday, or Friday except that when that day is a holiday.
 - If the time of your report is after business hours, leave a voice message, and then fax or email your report.
- **MUIs Involving Possible Criminal Acts** - Abuse, misappropriation, exploitation, neglect, or failure to report must also be reported to local law enforcement. The provider should document the time, date, and name of the person notified of the alleged criminal act. If law enforcement has been notified of a criminal act involving an agency employee, the provider is responsible for notifying the ODODD if that person works for another provider.
- **MUI's Involving Abuse or Neglect of a Child** - An individual under the age of 21 must also be immediately reported to the local Public Children Service's Agency. The provider or the County Board can make this notification, however, the County Board is responsible for ensuring the notification has been made.
- **MUI Notifications** – The following notifications are critical unless they jeopardize the health and welfare of the individual:
 - Guardian or other person whom the individual has identified (day of incident)
 - Service and Support Administrator (day of incident)

- Other providers of service necessary to ensure continuity of care and support for the individual (day of incident)
- Senior Management of Agency Provider (within 2 days of the incident, or when the provider become aware of the incident)

Contacts for other Counties

If the incident occurs in another county, please contact these offices:

Greene – 937-562-6500
Champaign – 937-508-5870
Miami – 937-875-0484
Madison – 740-845-2765
Montgomery – 937-451-2765

How to Report

A written MUI report should be submitted with the following information:

[MUI/UI Incident Report Form](#)

This form can be found in the Public Drive/All Employee Access/Forms

- The individual's first and last name
- The date and time of the incident
- The location the incident occurred
- A description of the incident
- Type and location of injuries
- Name of the primary person involved and their relationship to the individual (this is typically the suspected perpetrator; or the person who caused the incident)
- The printed name and signature of the person completing the MUI report
- Names and statements of witnesses
- Actions taken to immediately protect the health and welfare of the individual
- Who (besides the County Board) has been notified of the incident; including names, titles, and time and date of the notice(s)
- Further medical follow-up

Logging and Reporting MUI/UI Trends and Patterns

- **UI Logs** – Providers are expected to keep written logs of all UI incidents. The log must include:
 - The name of the individual
 - A brief description of the incident
 - Any Injuries sustained

- Date, time, location
- Cause and contributing factors
- Preventative measures
- **Trends and Patterns Report** - Providers are required to produce an annual report regarding MUI trends and patterns for the calendar year.
 - Trends and patterns are defined as 5 MUI's with 6 months or 10 per year.
 - This report is due on **January 31** for the previous year
 - The report must be sent to the County Board by **February 28**
 - The report includes:
 - Date of review
 - Name of person completing review
 - Time period
 - Comparison data for previous 3 years
 - Explanation of data
 - Data for review by MUI category type
 - Specific individuals involved in trend/pattern
 - Specific trends by residence, region, or program
 - Previously identified trends/patterns
 - Action plans & preventative measures to address trend/pattern

For questions, please contact: Investigative Agent Office at (937) 328-5245.

Major Unusual Incidents & Board Member Reporting Procedures

When to Report

First - Immediate Action Steps for Safety

Second – make contacts as noted in the section below immediately upon the occurrence of the incident or learning about the incident.

Where and to Whom to Report

MUI Reporting for County Board Employees:

- **Investigative Agent and Supervisor** - All MUI's or suspected MUI's must be verbally reported to the Investigative Agent Office **no later than 4 hours** after discovery of the incident and a written report must be filed by **10:00 a.m.** the first working day following the day the county board employee becomes aware of the MUI.
 - **Contact Information – Clark County IA Office (937) 328-5245
Fax (937) 328-4575 email – MUIreport@clarkdd.org**
 - Working days are defined as Monday, Tuesday, Wednesday, Thursday, or Friday except that when that day is a holiday.
 - If the time of your report is after business hours, leave a voice message, and then fax or email your report.
- **MUIs Involving Possible Criminal Acts** - Abuse, misappropriation, exploitation, neglect or failure to report must also be reported to local law enforcement.
- **MUI's Involving Child Abuse** - Abuse or neglect of an individual under the age of 21 should be immediately reported to the local Public Children Service's Agency.

The County Board is responsible for ensuring the notification has been made.

Prohibited actions are considered unacceptable when applied to members of the general public including those that are potentially damaging to an individual's health and safety, mental and emotional well-being, or personal dignity. They are reported as Major Unusual Incidents.

- Prone restraint. "Prone restraint" means a method of intervention where an individual's face and/or frontal part of his or her body is placed in a downward position touching any surface for any amount of time.
- Use of a manual (hands on) restraint or mechanical (device) restraint that has the potential to inhibit or restrict an individual's ability to breathe or that is medically contraindicated.
- Use of a manual restraint or mechanical restraint that causes pain or harm to an individual.
- Disabling an individual's communication device.
- Denial of breakfast, lunch, dinner, snacks, or beverages.
- Placing an individual in a room with no light.
- Subjecting an individual to damaging or painful sound.
- Application of electric shock to an individual's body.
- Subjecting an individual to any humiliating or derogatory treatment.
- Squirting an individual with any substance as an inducement or consequence for behavior.
- Using any restrictive measure for punishment, retaliation, instruction or teaching, convenience of providers, or as a substitute for specialized services.

Physical Abuse – Use of physical force than can reasonably be expected to result in physical harm to an individual. Such force may include, but is not limited to; hitting, slapping, pushing, or throwing objects at an individual. Physical harm is defined as any injury, illness, or other physiological impairment, regardless of the gravity or duration.

Sexual Abuse – Unlawful sexual conduct, contact or committing any sexual offenses as prohibited by law:

- a. **Sexual Conduct** - Vaginal intercourse between a male and female; anal intercourse or oral sex between persons regardless of sex; and, without privilege to do so, the insertion, however slight, of any part of the body or any instrument, apparatus, or other object into the vaginal or anal opening of another.
- b. **Sexual Contact** - Any touching of an erogenous zone of another, including without limitation the thigh, genitals, buttock, pubic region, or, if the person is a female, a breast, for the purpose of sexually arousing or gratifying either person.
- c. **Sexual Offenses Prohibited by ORC 2907** – Rape, sexual battery, unlawful conduct with a minor, sexual imposition, importuning, voyeurism, and public indecency.

Verbal Abuse – Purposefully using words, gestures or other communicative means to purposefully threaten, coerce, intimidate, harass or humiliate and individual.

Prohibited Sexual Relations - A DD employee engaging in consensual sexual conduct or having consensual sexual contact with an individual who is not the employee's spouse and for whom the employee was employed or under contract to provide care or supervise the provision of care at the time of the incident.

Neglect – Failing in the duty to provide an individual with medical care, personal care, or other support that consequently results in serious injury or places an individual or another person at risk of serious injury. Serious injury is an injury that results in treatment by a physician, physician assistant, or nurse practitioner.

Misappropriation – A theft committed by depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Ohio Revised Code.

Failure to Report – A mandated reporter who has reasonable cause to believe that an individual has suffered or faces a substantial risk of suffering any wound, injury, disability, or condition that indicates abuse, misappropriation, exploitation, or neglect and such person does not immediately report such information to a law enforcement agency or a county board. In the case of an individual living in a developmental center, report either to law enforcement or the ODODD.

ABUSER REGISTRY – NOTICE TO EMPLOYEES AND PROVIDERS

The Abuser Registry can be found on the Ohio Department Developmental Disabilities website at: <http://dodd.ohio.gov>

- All people with developmental disabilities have the right to a system that seeks to ensure their health and welfare.
- As an employee or provider you are an important part of the system designed to ensure health and welfare. Here are just a few of the things you do that make a difference in the lives of people with developmental disabilities: providing quality care – even when faced with difficult situations, reporting offenses immediately, seeking medical attention, comforting victims, helping them and their families and friends to prevent harm in the future.
- The Abuser Registry is not a criminal process and does not require a criminal conviction. To proceed prior to the completion of any criminal proceedings, the Abuser Registry must have written permission from the prosecutor.
- If your name is placed on the Abuser Registry, you **cannot** be hired as an employee or provider of developmental disability services anywhere in Ohio. Employers and families are required to check the Abuser Registry prior to hiring. People on the Abuser Registry cannot be hired and will be removed from any current developmental disability services employment.
- The Abuser Registry Law is found in Ohio Revised Code Sections 5123.50 and 5123.51. Prior to placement of the name on the Abuser Registry, the employee is given an opportunity to respond and there must be clear and convincing evidence of the registry offense.

Early Childhood

We love this time of year with our littles. EC held its annual Boo Fest and what a wonderful gift the rain gave. We moved the event in to the gym and had the best time. The families loved the activities like face paint, pumpkin decorating and playing games. We had two folks from the Mueller Center come over and pass out candy, we had Judy, SSA from Community Living Services do face painting, and Bonnie from HR pass out candy. I had a parent come up and shake my hand and tell me what an awesome job his child's team have been to his family. He gave kudos to Kristen, Erica and Molly. I cannot tell you how proud I am of this team and all that they do each day for the families we serve. The board should be proud of how the EC program is represented in Clark County.



EC received a check from the Knight of Columbus Fairborn branch. They donate to us every year and it is truly appreciated. The funds are going to go to finishing the paint in our home visit room and a few new toys so the families can feel comfortable coming in for visits and the littles enjoy the area!



Community Living Services

Total Waiver Enrollment	As Of 9/30/23			
Individual Options (I/O)	270			
Level One (L1)	133			
Self	4			
Total Waiver Enrollment	407			
2. Waiver Waiting Lists For Immediate and Current Needs For Fiscal Year				
	As Of 9/30/23	As Of 12/31/23	As Of 3/31/24	As Of 6/30/24
Total # of individuals	8			
Individuals on the WL who may need a waiver or change in waiver	5			
Potential removals from the WL	3			
9. Authorized Amount Summary by Waiver Type and Service Category				
Fiscal Year				
			As of 9/30/23	
Waiver Type	Service Code	Service Code Description	Individuals Served	Authorized Amount
I/O	A22	HPC - IO	123	\$5,509,223.81
	A25	Adult Day/Voc Hab/Sup Empl	165	\$1,909,554.71

	A35	Non-Medical Transportation	174	\$1,127,437.90
	A44	OSOC - IO	28	\$685,649.59
	A66	Community Respite		
	A77	Career Planning	1	\$2,719.37
	A78	Individual Employment Support	17	\$29,503.20
	A79	Money Management	35	\$31,384.72
	AAE	Adaptive & Assistive Equipment	2	\$295.00
	ABF	Career Planning-Benefits Education		
	ACT	Community Transition-IO		
	ADL	HPC - DBU	110	\$6,853,580.65
	ALI	Residential Respite - ICF	2	\$9,701.12
	AMN	Home Delivered Meals	9	\$28,778.40
	AMR	Remote Monitoring with Paid Backup	20	\$565,031.32
	ASA	Shared Living - Agency	9	\$312,177.93
	ASN	Social work/Counseling Services		
	ASP	Shared Living - Independent	27	\$864,259.68
	ATN	HPC Transportation	203	\$280,033.58
	ATQ	Assistive Technology Equipment-IO	34	\$34,986.03
	AVN	Environmental Accessibility Modifications	4	\$23,640.00
I/O Summary				\$18,267,957.01
LV1	EVN	Environmental Accessibility Adaptations		
	F22	HPC	85	\$692,913.28
	F25	Adult Day/Voc Hab/Sup Empl	73	\$674,867.30
	F35	Non-Medical Transportation	90	\$582,176.79
	F44	OSOC		
	F66	Community Respite	1	\$682.92
	F78	Individual Employment Support	11	\$19,494.00
	F79	Money Management	5	\$5,077.68
	FBF	Career Planning-Benefits Education		
	FDI	Career Planning-Career Discovery		
	FGS	Participant Directed Goods and Services	3	\$2,979.95
	FIN	Informal Respite	1	\$4,287.14
	FMN	Home Delivered Meals	13	\$27,028.80
	FMR	Remote Supports w/ Paid Back Up	1	\$1,720.32
	FMS	Remote Supports w/ UnPaid Back Up		
	FTN	HPC Transportation	51	\$65,606.10
	FTQ	Assistive Technology Equipment	5	\$4,665.90
	FVN	Environmental Accessibility Adaptations		
LV1 Summary				\$2,081,500.18

SELF	S45	PD HPC/Respite/Rem Mntr Srv	4	\$45,704.92
	S25	Adult Day/Voc Hab/Sup Empl	1	\$17,710.00
	S35	Non-Medical Transportation	1	\$9,864.34
	S55	Interventionist/Int Empl/Stab Asst	2	\$16,020.00
SELF Summary				\$89,299.26

FF Mueller Center



Halloween Party

FF Mueller's 2nd annual Halloween Party was awesome. It took place on Oct 26th. We were able to invite other departments, individuals in the community, and other organizations in the DD field. This was a really good turnout for the first time of including other agencies. Everyone enjoyed the fellowship, music, games, and food. We had bowling & ring toss for the individuals and others to participate in. This was a win for developing more integration with the individuals and the community. Heather (service cook), Lorie (PR coordinator), Sarah (Program manager), Brittany & Stephanie (Residential Supervisors) decorated and put a lot of thought in effort making this a successful event for all that attended.

