Delaware County Board of Developmental Disabilities
Leading the way

7991 Columbus Pike, Lewis Center, Ohio 43035

Thursday, April 21, 2016
Room 165
6:30 p.m. Board In-Service
Board Meeting to Immediately Follow
Revised Agenda

Board Training
- DODD Mandated Training for Board Members (March Webinar)

Call meeting to order, roll call, introductions, comments from the floor - non-agenda items

Public Comments

Approval of Minutes
- March 17, 2016 Regular Board Meeting
- April 13, 2016 Special Board Meeting

Approval of Financials
- Expenditures – March 2016
- Income – March 2016
- Fund Report – March 2016

Presentation – PR & Communication Plan – Brittany McClaskey

Board Action Items
- Behavioral Support Policy
- Provider Master Contract
- Special Olympics Grant Request
- Pro-Card for PR & Communications Coordinator
- Copier Purchase
- Informal RFP for Self Advocacy
- Strategic Planning - Informal RFP
- DCH Audit Request

Board Discussion Items
- Automation System Policy (Draft – Review Only)
- Social Media Policy (Draft – Review Only)
- Orange Condo Association Board of Directors
    - Amend Declaration Wording
    - Appoint Members

Department Reports

- Waiver Admin Report – Melinda Draper
- HMG/EI Report – Peggy Kroon Van Diest and Stephanie Scribner
- Enrollment Report
- Personnel Report
- Provider Report

Updates – Business Manager – Jared Zirillo

- State Term Purchasing Training
- State Wide Cost Report Work Group

Superintendent's Report – Kristine Hodge

- HMG/EI Update
    - SFY 17 Budget for HMG
    - OCTF Funds
- OACB Spring Conference
    - May 12-13
- Vacancy Updates
    - New Employees
- State Litigation
- Alpha Contracts
    - Contract for Landscaping Services
        - Not to exceed $3,612.00
    - Contract for Lawn Care Services
        - Includes weeding/mulching and mowing/trimming
        - Not to exceed $2,500

Acknowledge Client Briefing

Adjournment

Delaware County Board of Developmental Disabilities
Regular Board Meeting
March 17, 2016

Call to Order

The regular meeting of the Delaware County Board of Developmental Disabilities was called to order by Stephen Finney, President, at 6:35 p.m. on Thursday, March 17, 2016.

Members present were:	Stephen Finney, Patty Lyons, Rita Seese, Louis Borowicz, Gerald Plassenthal, and Jeffrey Wallace
Members not present:	Alice Nicks
Others present were:	Kristine Hodge, Superintendent Jared Zirillo, Director of Operations/Business Manager Cheryl Smart, Support Administration Manager Adult Glen Tibbitts, Information Technology Manager Melinda Draper, Medicaid Coordinator Kelly Benke, Support Administrator Peggy Kroon Van Diest, Director of Help Me Grow/Early Intervention Beth Amato, Early Intervention Manager Jennifer McCleese, Support Administration Manager Transition Andrea Biernacki Sweet, Fiscal Manager Kristy Schaber, Support Administration Manager Family Wendy Mack, Administrative Assistant Debbie Sonner, Executive Assistant Bethany Mirka, Citizen Ryan Morgan, Delaware Creative Housing Patti Laney, Delaware Creative Housing Eric Penkal, Assistant Prosecuting Attorney

Roll Call

Patty Lyons moved to excuse Alice Nicks from the March 17, 2016 Board meeting. Louis Borowicz seconded the motion. The motion carried.

Moment of Silence

A moment of silence was observed in honor of former Superintendent, Robert Morgan.

Proclamation of Recognition

The Board recognized Wendy Mack's many years of exemplary service as the Administrative Assistant of the Delaware County Board of Developmental Disabilities.

Approval of Minutes
RESOLUTION 16-03-01
Louis Borowicz moved to approve the minutes of the February 18, 2016 meeting as presented. Patty Lyons seconded the motion. The motion carried.

Financial Report
RESOLUTION 16-03-02
Jared Zirillo, Business Manager, reviewed February's financial information. The Board requested the income amount from property taxes be verified for accuracy. The Business Manager proposed using financial reports taken directly from the Auditor's office instead the excel spreadsheet that is being used currently. After brief discussion of the benefits Rita Seese moved to approve the financial reports as submitted as well as the proposal for using the reports from the Auditor's office. Louis Borowicz seconded the motion. The motion carried.

Board Action Items

A. DCH Contract: Property Management – Columbus Pike

RESOLUTION 16-03-03
Kristine Hodge, Superintendent, proposed extending the Delaware Creative Housing (DCH) contract for property management until June 30, 2016 with the stipulation that it not exceed $120,233.93. After brief discussion, Gerald Plassenthal, stated he would be abstaining from all votes during the March 17, 2016 meeting due to a possible conflict of interest with DCH. Mr. Plassenthal specified he would be seeking clarification from Prosecutor, Carol O'Brien, and requested supporting documentation from Assistant Prosecutor, Eric Penkal. Louis Borowicz moved to approve the DCH Contract for Property Management through June 30, 2016. Jeffery Wallace seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, no; Patty Lyons, no; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

B. DCH Contract: First Amendment of 2015 Master Contract for Housing Acquisition

RESOLUTION 16-03-04
Kristine Hodge, Superintendent, summarized the rental property agreement and requested the contact be extended through December 31, 2016 with the stipulation that it not exceed $187,600.00. Board member Patty Lyons advised against asking for an additional extension in December. Rita Seese moved to approve the extension of the DCH Master Contract for Housing Acquisition through December 31, 2016. After brief discussion Patty Lyons seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

C. HMG Contracts for Evaluation and Assessment

Peggy Kroon Van Diest, Director of Help Me Grow, introduced Beth Amato, Early Intervention Manager, and reported the contracts with the speech therapists are short term

contracts for the evaluation process. The request is to extend the contracts with Lisa Lyall, Stephanie Miller and Rachel Weis through then end of the Help Me Grow Grant year; June 30, 2016. After brief discussion all three contracts were approved.

- RESOLUTION 16-03-05
  Patty Lyons moved to approve the contract extension for Lisa Lyall through June 30, 2016. Jeffery Wallace seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

- RESOLUTION 16-03-06
  Patty Lyons moved to approve the contract extension for Stephanie Miller through June 30, 2016. Rita Seese seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

- RESOLUTION 16-03-07
  Patty Lyons moved to approve the contract extension for Rachel Weis through June 30, 2016. Jeffery Wallace seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

D. SSA Policy Revision

RESOLUTION 16-03-08
Cheryl Smart, Jennifer McCleese, and Kristy Schaber, SSA Managers and Peggy Kroon Van Diest, Director of Help Me Grow, and Beth Amato, EI Manger, gave an update on how Cost Containment has impacted individual budgets since it began January 1, 2012. The revision proposes reinstating funding for typical classes to promote community inclusion and will tied to outcomes in the ISFP/ISP. After brief discussion Patty Lyons moved to approve the SSA Policy revision and reinstate funding for typical classes. Louis Borowicz seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

E. Provider Master Contract (Review Only)

Cheryl Smart and Kristy Schaber, SSA Managers, reviewed the proposed changes to the Provider Master Contract. Gerald Plassenthal suggested the definition for overtime clarifies that it applies only to hours provided in Delaware County and cannot be combined with hours worked in other counties.

F. Condo Association

RESOLUTION 16-03-09
Kristine Hodge, Superintendent, review request to extend the Condo Association for an additional seven years. The Prosecutor's office recommends seeking outside legal counsel

on the matter. Louis Borowicz stated for the record, "the hourly rates are low" and "that someone well versed on this topic should be able to go through the information quickly". After brief discussion Patty Lyons moved that Kristine Hodge, Superintendent, seek outside legal counsel before the next Board Meeting scheduled for April 21, 2016. Rita Seese seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

G. Support Administration Positions

RESOLUTION 16-03-10
Kristine Hodge, Superintendent, requested approval to post the three Support Administrator positions previously approved in the 2016 budget. After brief discussion Patty Lyons moved to approve the request to post the previously approved Support Administrator positions. Rita Seese seconded the motion. The vote was as follows: Louis Borowicz, yes; Rita Seese, yes; Patty Lyons, yes; Jeffrey Wallace, yes; Stephen Finney, yes; Gerald Plassenthal, abstain. The motion carried.

Thank you

Stephen Finney, Board President, thanked the levy committee, Board members, and Delaware County Board staff for all their hard work, time, and effort.

Department Reports

Enrollment/Personnel/Provider Reports

Enrollment, personnel and provider reports for February 2016 were available for review.

Updates – Business Manager

A. Copiers/Printers

Information has been received from various companies and are currently being reviewed and evaluated. State Term Agreement training is scheduled for March 31, 2016.

B. LMS

LMS has been tested by the IT Department and is ready to use. Due to past issues with the program being unreliable, a work group will be evaluating whether to implement LMS or switch to the leave management system available through the county.

Superintendent's Report

A. Vacancy Updates

Kristine Hodge, Superintendent, introduced Deb Sonner as the new Executive Assistant, Beth Amato as the new Early Intervention Manager, and shared that second interviews for the Director of Support Services are scheduled for April 7.

B. Kristine Hodge, Superintendent, reported to the Board that she signed a contract with BBradley.net to update the website.

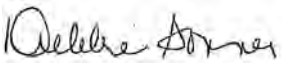
C. Kristine Hodge, Superintendent, informed the Board that she will be meeting with Brittany McClaskey, Communications and PR Coordinator, to develop goals and a budget for the department.

Adjournment

RESOLUTION 16-03-11
Louis Borowicz moved that the meeting be adjourned. Jeffery Wallace seconded the motion. The motion carried.

The meeting adjourned at 8:26 p.m.

Respectfully submitted



Executive Assistant

Delaware County Board of Developmental Disabilities
Special Board Meeting
April 13, 2016

Call to Order
The Special Meeting of the Delaware County Board of Developmental Disabilities was called to order by Stephen Finney, President, at 5:05 p.m. on Tuesday, April 13, 2016.

Members present:	Stephen Finney, Alice Nicks, Patty Lyons, Rita Seese, and Louis Borowicz,
Members not present:	Gerald Plassenthal and Jeffrey Wallace
Guests present:	Tom Johnson and Jen Huber from Brosius, Johnson and Griggs, LLC
Others present:	Kristine Hodge, Superintendent Jared Zirillo, Director of Operations/Business Manager Cheryl Smart, Support Administration Manager Adult Peggy Kroon Van Diest, Director of HMG/EI Jennifer McCleese, Support Administration Manager Transition Kristy Schaber, Support Administration Manager Family Wendy Mack, Administrative Assistant Debbie Sonner, Executive Assistant Brittany McClaskey, PR & Communications Coordinator Eric Penkal, Assistant Prosecuting Attorney

Roll Call
RESOLUTION S16-04-13A
Alice Nicks moved to excuse Gerald Plassenthal and Jeffrey Wallace from the April 13, 2016 Special Board meeting. Patty Lyons seconded the motion. The motion carried.

Orange Corporate Center Commercial Condominiums Association
RESOLUTION S16-04-13B
Tom Johnson with Brosius, Johnson and Griggs, LLC explained that although it is uncommon for government bodies to be involved in condo associations, it is most likely due to the way the property was originally zoned for development. Mr. Johnson stated that the developer must comply with the declaration (development plan) filed with Orange Township. Mr. Johnson clarified that as more condo unit owners are added to the association, the responsibility and costs for maintaining common areas would be shared by all owners/members and would no longer be the sole responsibility of the Delaware County Board of Developmental Disabilities (DCBDD) as the single member of the association. If DCBDD would decide not to extend the condo association for the requested seven year period, the developer could still develop the property

which would give unit owners access to “common areas” without the responsibility of maintaining them.

Mr. Johnson identified the approximately one hundred and thirty-five parking spaces that the DCBDD currently uses are listed as “limited common area” in the condo association declaration which means those spaces are for the specific use of the DCBDD and cannot be changed without approval from the DCBDD. Mr. Johnson recommended the DCBDD amend the condo association declaration to clearly identify the DCBDD as a government entity and appoint six members to serve on the Condo Association Board of Directors if it is decided to extend the condo association.

After brief discussion, Patty Lyons moved to approve the extension of the Orange Corporate Center Commercial Condominiums Association for the requested period of seven years, through April 19, 2023. Alice Nicks seconded the motion. The motion was amended to include authorizing Kristine Hodge, Superintendent, to sign the extension request. The amended motion carried.

Adjournment

RESOLUTION S16-04-13C
Alice Nicks moved that the meeting be adjourned. Louis Borowicz seconded the motion. The motion carried.

The meeting adjourned at 6:17 p.m.

Respectfully submitted

Executive Assistant

CASH REPORT

01/01/2016 - 03/31/2016

FUND	TITL	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	ADVANCES IN (ADVANCES OUT)	ENDING BALANCE	ENCUMBERED	BUDGET STABILIZATION	UNENCUMBERED BALANCE
295	DEVELOPMENTAL DISABILITIES	11,292,108.21	9,176,673.05	4,099,027.71	0.00	16,369,753.55	2,098,931.42	0.00	14,270,822.13
	TOTALS:	**11,292,108.21**	**9,176,673.05**	**4,099,027.71**	**0.00**	**16,369,753.55**	**2,098,931.42**	**0.00**	**14,270,822.13**

29552501 DEVELOPMENTAL DISABILITIES

REVENUE

Budget Level		Prior Year Carry-Over	Budget	YTD	Encumbrance	Balance	% YTD
410	TAXES	0.00	15,063,790.00	8,171,337.05	0.00	6,892,452.95	54.24
420	FEES AND CHARGES FOR SERVICES	0.00	635,060.00	116,479.51	0.00	518,580.49	18.34
450	INTERGOVERNMENTAL	0.00	4,493,988.00	801,186.41	0.00	3,692,801.59	17.82
470	MISCELLANEOUS REVENUE	0.00	526,220.00	87,670.08	0.00	438,549.92	16.66
480	OTHER FINANCING SOURCES	0.00	500.00	0.00	0.00	500.00	0.00
	TOTALS:	0.00	**20,719,558.00**	**9,176,673.05**	**0.00**	**11,542,884.95**	44.28

EXPENSES

Budget Level		Prior Year Carry-Over	Budget	YTD	Encumbrance	Balance	% YTD
500	SALARY	0.00	5,030,000.00	1,004,051.49	0.00	4,025,948.51	19.96
510	BENEFITS	40,622.11	2,575,000.00	458,570.61	433,820.38	1,723,231.12	34.11
520	MATERIALS AND SUPPLIES	6,877.24	290,000.00	13,985.07	89,782.19	193,109.98	34.95
530	SERVICES AND CHARGES	42,478.12	1,250,000.00	349,578.13	657,866.86	285,033.13	77.94
540	CAPITAL OUTLAY & EQUIPMENT	0.00	500,000.00	0.00	0.00	500,000.00	0.00
560	GRANTS IN AID	1,640.00	320,000.00	28,773.99	84,286.03	208,579.98	35.15
	TOTALS:	91,617.47	**9,965,000.00**	**1,854,959.29**	**1,265,755.46**	**6,935,902.72**	31.03

Budget to Actual
with Encumbrances
As of: 03/31/2016

29552502 **DEVEL DISABILITY INDIV PROGRAM**

EXPENSES

Budget Level		Prior Year Carry-Over	Budget	YTD	Encumbrance	Balance	% YTD
530	SERVICES AND CHARGES	642,777.69	10,400,000.00	2,244,068.42	833,175.96	7,965,533.31	27.86
	TOTALS:	642,777.69	**10,400,000.00**	**2,244,068.42**	**833,175.96**	**7,965,533.31**	27.86

Delaware County, Ohio

Schedule of Revenues, Expenses and Changes in Fund Balance

5 Year Analysis

Developmental Disabilities Fund

		2012	2013	2014	2015	2016 Budget	03/31/2016 YTD Actual
	Revenues						
410	Property Taxes	$11,241,716	$11,418,803	$14,724,154	$15,063,290	$15,063,790	$ 8,171,337
420	Charges for Services	396,469	412,940	389,646	157,698	635,060	116,480
450	Intergovernmental	4,162,310	4,292,606	5,024,604	4,836,188	4,493,988	801,186
470	Miscellaneous	330,822	452,502	655,678	480,179	526,220	87,670
							-
	Total Revenues	**$ 16,131,317**	**$ 16,576,851**	**$ 20,794,082**	**$ 20,537,355**	**$ 20,719,058**	**$ 9,176,673**
	Expenses						
500	Personnel Services	4,524,179	4,162,892	4,216,124	4,242,540	5,030,000	$ 1,004,051
510	Fringe Benefits	1,729,025	1,654,272	2,143,396	1,737,789	2,575,000	458,571
520	Materials and Supplies	171,830	152,871	140,030	175,310	290,000	13,985
530	Services and Charges	10,846,061	10,108,140	10,227,807	10,223,634	11,650,000	2,593,647
540	Capital Outlay	80,918	54,878	5,140	12,307	500,000	-
560	Grants In Aid	525,025	221,881	264,109	121,181	320,000	28,774
	Total Expenses	**$ 17,877,038**	**$ 16,354,934**	**$ 16,996,606**	**$ 16,512,761**	**$ 20,365,000**	**$ 4,099,028**
	Excess of Revenues Under Expenses Before Transfers	**$ (1,745,721)**	**$ 221,917**	**$ 3,797,476**	**$ 4,024,594**	**$ 354,058**	**$ 5,077,645**
	Other Financing Sources						
480	Sale of Fixed Assets	$ -	$ 628,309	$ 121,889	$ 20,201	$ 500	-
	Total Other Financing Sources (Uses)	**$ -**	**$ 628,309**	**$ 121,889**	**$ 20,201**	**$ 500**	**-**
	Changes in Fund Balance	**$ (1,745,721)**	**$ 850,226**	**$ 3,919,365**	**$ 4,044,795**	**$ 354,558**	**$ 5,077,645**
	Fund Balance at Beginning of Year	$ 4,223,443	$ 2,477,722	$ 3,327,948	$ 7,247,313	$ 11,292,108	$ 11,292,108
	Fund Balance at End of Year	**$ 2,477,722**	**$ 3,327,948**	**$ 7,247,313**	**$ 11,292,108**	**$11,646,666**	**$ 16,369,754**
	Fund Balances						
	Assigned	$487,343	$577,343	$1,278,370	1,690,119		
	Assigned (Reserve - Medcaid)						1,500,000
	Available Appropriations				7,621,559		
	Unassigned Reserve				1,500,000		
	Unassigned	1,990,379	2,750,605	5,968,943	480,430		
	Restricted						14,869,754
	Total Fund Balances	**$2,477,722**	**$3,327,948**	**$7,247,313**	**$11,292,108**		**16,369,754**

DCBDD Board Meeting
April 21, 2016

Behavioral Support Policy 2016 Review:

Several changes to the policy are proposed as outlined below:

- The phrase "positive support strategies" has been replaced with "non-restrictive measures" to more closely align with language used by DODD. The definition of these measures was clarified.
- The phrase "not based on antecedent factors" has been replaced with the easier to understand phrase "not immediately contingent on behaviors".
- References to Early Intervention and the Ohio Department of Health have been removed and replaced with a simpler statement that restrictive measures may not be used on children under the age of three.
- Who may attend Committee meetings and the make-up of the Committee have been clarified.
- A process to fill vacancies on the Committee has been delineated.

Board Motion: **The Board approves the 2016 Behavior Support Policy**

Behavioral Support Policy

Delaware County Board of Developmental Disabilities

Reviewing Department	Board Resolution #	Effective Date	Board Review Date	Next Review Date
Human Rights Committee		~~April 17, 2015~~	~~April 16, 2015~~	~~April 2016~~

Policy

(A) Authority, Purpose, & Philosophy

(1) OAC 5123:2-2-06 outlines the use of behavioral support strategies that include restrictive measures. This document shall serve to formulate general procedural guidelines regarding the provision of behavioral support services to clients of the Delaware County Board of Developmental Disabilities (DCBDD) by providers of specialized services. In accordance OAC 5123:2-2-06 this policy will ensure that:

(a) Individuals with developmental disabilities are supported in a caring and positive manner that promotes dignity, respect, and trust and with recognition that they are equal citizens with the same rights and personal freedoms granted to individuals without developmental disabilities,

(b) Services and supports are based on an understanding of the individual and the reasons for their actions, and

(c) Effort is directed at creating opportunities for individuals to exercise choice in matters affecting their everyday lives and supporting individuals to make choices that yield positive outcomes.

(2) DCBDD believes that behavioral support strategies are appropriate and useful tools in the growth and development of all people, including those with developmental disabilities.

(3) The purpose of behavioral support is to promote growth, development, independence, and individual choice in daily decision-making with an emphasis on self-determination and self-management.

(4) Behavioral support strategies will focus on positive teaching and support strategies and encourage the use of the least restrictive and intrusive environments and services. Positive and natural consequences of behavior are the most desirable and have the best long-term effect.

(5) Behavioral support strategies will be employed with sufficient safeguards and supervision to ensure that the safety, welfare, due process, and civil and human rights of the individual are adequately protected. Those safeguards include, but are not limited to:
   (a) Obtaining written, informed consent,
   (b) Protecting the individual's rights in accordance with ORC 5123.62,
   (c) Ensuring there are no medical contraindications to the planned strategy, and
   (d) Ensuring strict adherence to requirements of all levels of review.

(B) Definitions

(1) An **"individual"** means a person with a developmental disability.

(2) A **"provider"** refers to all persons and entities that provide specialized services that are subject to regulation by the department, regardless of source of payment, including:
   (a) A contracting entity of a county board,
   (b) A provider licensed under ORC 5123.19,
   (c) A provider of supported living defined in ORC 5123.161,
   (d) A provider of respite care defined in ORC 5123.171, and
   (e) A provider approved to provide Medicaid services under home and community-based services waivers administered by the Ohio Department of Developmental Disabilities (DODD).
   (f) A provider does not refer to educators or employees of an educational setting who are governed by the rules and policies of the Ohio Department of Education.

(3) A **"Behavioral Consultant"** is a person who:
   (a) Holds a professional license or certification issued by the Ohio Board of Psychology, the State Medical Board of Ohio, or the Ohio Counselor, Social Worker, and Marriage and Family Therapist Board,
   (b) Holds a certificate to practice as a certified Ohio Behavior Analyst pursuant to section 4783.04 of the Ohio Revised Code, or
   (c) Holds a bachelor's or graduate level degree from an accredited college or university and has at least three years of paid, full-time (or equivalent part-time) experience in developing and/or implementing behavioral support and/or risk reduction strategies or plans.
   (d) Behavioral Consultants shall complete initial training on the DCBDD Behavioral Support Policy and Procedures, which must be reviewed at least annually.

(e) Behavioral Consultants who fail to follow the guidelines delineated in this policy and these procedures may have their contract revoked by DCBDD.

(C) Hierarchy of Behavioral Support Strategies

(1) **Non-Restrictive Measures~~Positive Support Strategies~~**: ~~Systematic programs which only use consequences that are pleasant and non-restrictive.~~ Behavioral support strategies designed to increase or decrease target behaviors which do not include manual, mechanical, or chemical restraints, time-out, or the restriction of an individual's rights.

(a) ~~Planned positive support strategies~~ Non-restrictive measures shall be a part of the program of each individual served by DCBDD for wh~~ich~~om behavioral support strategies exist. ~~These procedures will be designed to increase identified desired behaviors.~~ Strategies shall be written to include an alternate, appropriate behavior to replace a problem behavior.

(b) ~~Positive support strategies~~ Non-restrictive measures may be incorporated into an Individual Support Plan (ISP) by the plan author, not necessarily a Behavioral Consultant.

~~(c) Positive support strategies may not violate any of the individual rights listed in ORC 5123.62.~~

~~(d)~~(c) Data will be kept on all behavioral strategies that reduce or increase a target behavior and shall be maintained as documentation in the individual's record, even when Human Rights Committee approval is not necessary.

~~(e)~~(d) Examples of ~~positive support strategies~~ non-restrictive measures include but are not limited to:

(i) Positive reinforcement,
(ii) Modeling or imitation,
(iii) Self-management techniques,
(iv) Participation in a chosen activity,
(v) Redirection,
(vi) Rule reminders, and
(vii) Graduated manual guidance.

(2) **Crisis Intervention:** Use of a restrictive measure, including use in a crisis situation, without prior approval by the Human Rights Committee shall be reported as an "Unapproved Behavior Support" in accordance with OAC 5123:2-17-02 and the DCBDD MUI policy.

(a) Nothing in this policy shall be construed to prohibit any person from intervening in a crisis situation as necessary to ensure a person's immediate safety.

(3) **Restrictive Measures**: A method of last resort that may be used by providers of specialized services only when necessary to keep people safe and with prior

approval by the Human Rights Committee in accordance with section (D) of this policy.

(a) Restrictive measures may only be used when an individual's actions pose a risk of harm or are likely to result in the individual being subject to a legal sanction such as eviction, arrest, or incarceration.

(b) Strategies shall be developed by a Behavioral Consultant or, for certain restrictions of the individual's rights not ~~based on antecedent factors~~ immediately contingent on behavior or mechanical restraints not ~~based on antecedent factors~~ immediately contingent on behavior, by a Service and Support Administrator who meets Behavioral Consultant criteria.

(c) Restrictive Measures include:

(i) **Restriction of an individual's rights** as enumerated in section 5123.62 of the ORC.

(ii) **Manual Restraint**: the use of a hands-on method (never in a prone restraint) to control an identified action by restricting the movement or function of an individual's head, neck, torso, one or more limbs, or entire body, using sufficient force to cause the possibility of injury and includes holding or disabling a person's wheelchair or other mobility device.

a. An individual in a manual restraint shall be under constant supervision by staff.
b. Manual restraint shall cease immediately once risk of harm has passed.
c. Manual restraint does not include a method that is routinely used during a medical procedure for patients without developmental disabilities.

(iii) **Mechanical Restraint**: the use of a device (never in a prone restraint) to control an identified action by restricting an individual's movement or function.

a. Mechanical restraint shall cease immediately once risk of harm has passed.
b. Mechanical restraint does not include; ordinary seatbelt or age appropriate child safety seat, a medically-necessary device used for supporting or positioning an individual's body, or a device that is routinely used during a medical procedure for patients without developmental disabilities.

(iv) **Time-Out**: confining an individual in a room or an area and preventing the individual from leaving the room or area by applying physical force or by closing a door or constructing another barrier, including placement in such a room or area when a staff person remains in the room or area.

a. Time-out shall not exceed 30 minutes for any one incident nor one hour in a 24 hour period.
b. A time-out room or area shall not be key-locked, but may be held shut by a staff person or by a mechanism that requires constant physical pressure from a staff to keep the mechanism engaged.
c. A time-out room or area shall be adequately lighted and ventilated and provide a safe environment for the individual.

d. An individual in a time-out room or area shall be protected from hazardous conditions including but not limited to, sharp corners and objects, uncovered light fixtures, or unprotected electrical outlets.
e. An individual in a time-out room or area shall be under constant visual supervision by staff.
f. Time-out shall cease immediately once risk of harm has passed or if the individual engages in self-injury, becomes incontinent, or shows other signs of illness.
g. Time-out does not include periods when an individual, for a limited and specified time, is separated from others in an unlocked room or area for the purpose of self-regulating and controlling his or her own behavior and is not physically restrained or prevented from leaving the room or area by physical barriers.

(v) **Chemical Restraint**: a medication prescribed for the purpose of modifying, diminishing, controlling, or altering a specific behavior. Chemical restraint does not include medications prescribed for the treatment of a diagnosed disorder identified in the *Diagnostic and Statistical Manual of Mental Disorders (fifth edition)*, medications prescribed for the treatment of a seizure disorder, medications prescribed for the treatment of a diagnosed medical condition, or medication that is routinely prescribed in conjunction with a medical procedure for patients without developmental disabilities.

(e) ~~Early Intervention providers shall follow the guidelines of the Ohio Department of Health. Restrictive measures will not be permitted with children in Early Intervention.~~ Restrictive measures shall not be used for individuals under the age of three.

(5) **Prohibited Measures**: DCBDD recognizes the inherent dignity and worth of each individual. Therefore, the following abusive interventions are prohibited:
(a) Prone restraint,
(b) Use of manual or mechanical restraint that has the potential to inhibit or restrict an individual's ability to breathe or that is medically contraindicated,
(c) Use of manual restraint that causes pain or harm to an individual,
(d) Disabling an individual's communication device,
(e) Denial of breakfast, lunch, dinner, snacks, or beverages,
(f) Placing an individual in a room with no light,
(g) Subjecting an individual to damaging or painful sound,
(h) Application of electric shock to an individual's body,
(i) Subjecting an individual to any humiliating or derogatory treatment,
(j) Squirting an individual with any substance, and
(k) Using any restrictive measure for punishment, retaliation, instruction or teaching, convenience of providers, or as a substitute for specialized services.

(D) Human Rights Committee (HRC):

(1) The Committee safeguards individuals' rights and protects individuals from physical, emotional, and psychological harm.

(2) The Committee shall review, approve or reject, monitor and re-authorize strategies that include restrictive measures.

(3) The Committee shall ensure that the planning process outlined in OAC 5123:2-2-06 has been followed and that the individual and/or guardian has provided informed consent and been afforded due process.

(4) The Committee shall ensure that the proposed restrictive measure is necessary to reduce risk of harm or likelihood of legal sanction, that the overall outcome promotes the physical, emotional, and psychological wellbeing of the individual, and that a restrictive measure is temporary in nature and occurs only in specifically defined situations.

(5) The Committee shall verify that strategies that include restrictive measures incorporate actions designed to enable the individual to feel safe, respected, and valued while emphasizing choice, self-determination, and an improved quality of life.

(6) All information and documents provided to the HRC and all discussions of the HRC shall be confidential and shall not be shared or discussed with anyone other than the individual, his or her guardian, and/or his or her team. Members and prospective members will be asked to sign a Confidentiality Statement.

(a) The HRC meetings are closed meetings and may only be attended by the following:

(i) Mwith embers of the Committee, prospective members, (or designated employees of DCBDD) presentand

(i)(ii) The Behavioral Consultant and individual's SSA (only for the portion of the meeting when their strategies they developed are being discussed).

(6)(7) Composition:

(a) The members of the Committee will be recommended by the Committee and approved by the Superintendent or designee.

Membership terms shall be 3 years with members serving no more than 2 consecutive terms.

(a) The Committee will be comprised of an equal number of members from each of the following groups:

(i) Individuals who are eligible to receive specialized services, family members of eligible individuals, and guardians of eligible individuals (this group will shall always include at least one individual eligible to receive services) and

~~(i)~~(ii) Employees of DCBDD and contracted Behavioral Consultants (this group shall always include at least one SSA from each of the three program areas and at least one person who has experience or training in contemporary practices for behavioral support).

~~(b) The Committee will consist of no fewer than 4 of the following (and will include at least one of each):~~

~~(i) An individual eligible to receive services,~~

~~(ii) A family member of an eligible individual, and~~

~~(iii) A non-family member guardian.~~

~~(c) The Committee will consist of no more than 6 of the following (and include at least one of each):~~

~~(i) A Behavioral Consultant with experience or training in contemporary practices to change behavior of persons with intellectual disabilities and~~

~~(ii) A Service and Support Administrator employed by DCBDD from each of the three Support Administration departments.~~

(b) The number of voting members of the Committee shall not exceed twelve.

~~(d)~~(c) A simple majority of c~~c~~ommittee members will constitute a quorum.

(d) A committee member ~~who has participated in the development of a submitted plan shall not participate in the approval process for that plan~~ shall recuse themselves from the approval process if they are a member of the team (or if they supervise a member of the team) of the individual for whom the strategies are being proposed.

(e) Membership terms shall be 3 years with members serving no more than 2 consecutive terms.

(f) When a vacancy on the Committee is created:

(i) The Committee shall notify DCBDD staff as well as community partners and organizations of the vacancy and request interested parties to contact the Committee.

(ii) The Committee Chair shall contact each applicant to explain the function of the Committee and extend an invitation to attend a Committee meeting.

~~(i)~~(iii) The Committee Chair may extend an invitation to join the Committee

~~(7)~~(8) Trainings:

(a) Within 3 months of appointment, members shall receive DODD approved training in;

(i) Individual rights as enumerated in ORC 5123.62,

(ii) Person-centered planning,

(iii) Informed consent,

(iv) Confidentiality, and

(v) The requirements of OAC 5123:2-2-06

(b) Annually, members of the Committee shall receive DODD approved training in topics including, but not limited to;

(i) Self-advocacy and self-determination,
(ii) Role of guardians and ORC 5126.043,
(iii) Effect of traumatic experiences on behavior, or
(iv) Court-ordered community controls and the role of the court, the county board, and the Human Rights Committee.

~~(8)~~(9) Expectations: It is vital to the function of the Human Rights Committee that all members actively participate in the monthly review of behavioral support strategies with restrictive measures. Therefore, Committee members are expected to:
(a) Have read the strategies to be reviewed prior to the monthly meeting,
(b) Be prepared for each meeting with feedback on the strategies to be reviewed,
(c) Be present for the duration of each meeting, and
(d) Miss no more than three scheduled meetings in one calendar year.

~~(9)~~(10) Members who are not able meet expectations outlined in (D) (9) of this policy may be asked to resign from their position on the Committee.

Behavioral Support Policy

Delaware County Board of Developmental Disabilities

Reviewing Department	Board Resolution #	Effective Date	Board Review Date	Next Review Date
Human Rights Committee		**4.22.16**	**4.21.16**	**4.20.17**

Policy

(A) Authority, Purpose, & Philosophy

(1) OAC 5123:2-2-06 outlines the use of behavioral support strategies that include restrictive measures. This document shall serve to formulate general procedural guidelines regarding the provision of behavioral support services to clients of the Delaware County Board of Developmental Disabilities (DCBDD) by providers of specialized services. In accordance OAC 5123:2-2-06 this policy will ensure that:
   (a) Individuals with developmental disabilities are supported in a caring and positive manner that promotes dignity, respect, and trust and with recognition that they are equal citizens with the same rights and personal freedoms granted to individuals without developmental disabilities,
   (b) Services and supports are based on an understanding of the individual and the reasons for their actions, and
   (c) Effort is directed at creating opportunities for individuals to exercise choice in matters affecting their everyday lives and supporting individuals to make choices that yield positive outcomes.

(2) DCBDD believes that behavioral support strategies are appropriate and useful tools in the growth and development of all people, including those with developmental disabilities.

(3) The purpose of behavioral support is to promote growth, development, independence, and individual choice in daily decision-making with an emphasis on self-determination and self-management.

(4) Behavioral support strategies will focus on positive teaching and support strategies and encourage the use of the least restrictive and intrusive environments and services. Positive and natural consequences of behavior are the most desirable and have the best long-term effect.

(5) Behavioral support strategies will be employed with sufficient safeguards and supervision to ensure that the safety, welfare, due process, and civil and human rights of the individual are adequately protected. Those safeguards include, but are not limited to:
   (a) Obtaining written, informed consent,
   (b) Protecting the individual's rights in accordance with ORC 5123.62,
   (c) Ensuring there are no medical contraindications to the planned strategy, and
   (d) Ensuring strict adherence to requirements of all levels of review.

(B) Definitions

(1) An **"individual"** means a person with a developmental disability.

(2) A **"provider"** refers to all persons and entities that provide specialized services that are subject to regulation by the department, regardless of source of payment, including:
   (a) A contracting entity of a county board,
   (b) A provider licensed under ORC 5123.19,
   (c) A provider of supported living defined in ORC 5123.161,
   (d) A provider of respite care defined in ORC 5123.171, and
   (e) A provider approved to provide Medicaid services under home and community-based services waivers administered by the Ohio Department of Developmental Disabilities (DODD).
   (f) A provider does not refer to educators or employees of an educational setting who are governed by the rules and policies of the Ohio Department of Education.

(3) A **"Behavioral Consultant"** is a person who:
   (a) Holds a professional license or certification issued by the Ohio Board of Psychology, the State Medical Board of Ohio, or the Ohio Counselor, Social Worker, and Marriage and Family Therapist Board,
   (b) Holds a certificate to practice as a certified Ohio Behavior Analyst pursuant to section 4783.04 of the Ohio Revised Code, or
   (c) Holds a bachelor's or graduate level degree from an accredited college or university and has at least three years of paid, full-time (or equivalent part-time) experience in developing and/or implementing behavioral support and/or risk reduction strategies or plans.
   (d) Behavioral Consultants shall complete initial training on the DCBDD Behavioral Support Policy and Procedures, which must be reviewed at least annually.

(e) Behavioral Consultants who fail to follow the guidelines delineated in this policy and these procedures may have their contract revoked by DCBDD.

(C) Hierarchy of Behavioral Support Strategies

(1) **Non-Restrictive Measures**: Behavioral support strategies designed to increase or decrease target behaviors which do not include manual, mechanical, or chemical restraints, time-out, or the restriction of an individual's rights.
   (a) Non-restrictive measures shall be a part of the program of each individual served by DCBDD for whom behavioral support strategies exist. Strategies shall be written to include an alternate, appropriate behavior to replace a problem behavior.
   (b) Non-restrictive measures may be incorporated into an Individual Support Plan (ISP) by the plan author, not necessarily a Behavioral Consultant.
   (c) Data will be kept on all behavioral strategies that reduce or increase a target behavior and shall be maintained as documentation in the individual's record, even when Human Rights Committee approval is not necessary.
   (d) Examples of non-restrictive measures include but are not limited to:
      (i) Positive reinforcement,
      (ii) Modeling or imitation,
      (iii) Self-management techniques,
      (iv) Participation in a chosen activity,
      (v) Redirection,
      (vi) Rule reminders, and
      (vii) Graduated manual guidance.

(2) **Crisis Intervention:** Use of a restrictive measure, including use in a crisis situation, without prior approval by the Human Rights Committee shall be reported as an "Unapproved Behavior Support" in accordance with OAC 5123:2-17-02 and the DCBDD MUI policy.
   (a) Nothing in this policy shall be construed to prohibit any person from intervening in a crisis situation as necessary to ensure a person's immediate safety.

(3) **Restrictive Measures**: A method of last resort that may be used by providers of specialized services only when necessary to keep people safe and with prior approval by the Human Rights Committee in accordance with section (D) of this policy.
   (a) Restrictive measures may only be used when an individual's actions pose a risk of harm or are likely to result in the individual being subject to a legal sanction such as eviction, arrest, or incarceration.
   (b) Strategies shall be developed by a Behavioral Consultant or, for certain restrictions of the individual's rights not immediately contingent on behavior or

mechanical restraints not immediately contingent on behavior, by a Service and Support Administrator who meets Behavioral Consultant criteria.

(c) Restrictive Measures include:

(i) **Restriction of an individual's rights** as enumerated in section 5123.62 of the ORC.

(ii) **Manual Restraint**: the use of a hands-on method (never in a prone restraint) to control an identified action by restricting the movement or function of an individual's head, neck, torso, one or more limbs, or entire body, using sufficient force to cause the possibility of injury and includes holding or disabling a person's wheelchair or other mobility device.

a. An individual in a manual restraint shall be under constant supervision by staff.
b. Manual restraint shall cease immediately once risk of harm has passed.
c. Manual restraint does not include a method that is routinely used during a medical procedure for patients without developmental disabilities.

(iii) **Mechanical Restraint**: the use of a device (never in a prone restraint) to control an identified action by restricting an individual's movement or function.

a. Mechanical restraint shall cease immediately once risk of harm has passed.
b. Mechanical restraint does not include; ordinary seatbelt or age appropriate child safety seat, a medically-necessary device used for supporting or positioning an individual's body, or a device that is routinely used during a medical procedure for patients without developmental disabilities.

(iv) **Time-Out**: confining an individual in a room or an area and preventing the individual from leaving the room or area by applying physical force or by closing a door or constructing another barrier, including placement in such a room or area when a staff person remains in the room or area.

a. Time-out shall not exceed 30 minutes for any one incident nor one hour in a 24 hour period.
b. A time-out room or area shall not be key-locked, but may be held shut by a staff person or by a mechanism that requires constant physical pressure from a staff to keep the mechanism engaged.
c. A time-out room or area shall be adequately lighted and ventilated and provide a safe environment for the individual.
d. An individual in a time-out room or area shall be protected from hazardous conditions including but not limited to, sharp corners and objects, uncovered light fixtures, or unprotected electrical outlets.
e. An individual in a time-out room or area shall be under constant visual supervision by staff.
f. Time-out shall cease immediately once risk of harm has passed or if the individual engages in self-injury, becomes incontinent, or shows other signs of illness.

g. Time-out does not include periods when an individual, for a limited and specified time, is separated from others in an unlocked room or area for the purpose of self-regulating and controlling his or her own behavior and is not physically restrained or prevented from leaving the room or area by physical barriers.

(v) **Chemical Restraint**: a medication prescribed for the purpose of modifying, diminishing, controlling, or altering a specific behavior. Chemical restraint does not include medications prescribed for the treatment of a diagnosed disorder identified in the *Diagnostic and Statistical Manual of Mental Disorders (fifth edition)*, medications prescribed for the treatment of a seizure disorder, medications prescribed for the treatment of a diagnosed medical condition, or medication that is routinely prescribed in conjunction with a medical procedure for patients without developmental disabilities.

(e) Restrictive measures shall not be used for individuals under the age of three.

(5) **Prohibited Measures**: DCBDD recognizes the inherent dignity and worth of each individual. Therefore, the following abusive interventions are prohibited:

(a) Prone restraint,
(b) Use of manual or mechanical restraint that has the potential to inhibit or restrict an individual's ability to breathe or that is medically contraindicated,
(c) Use of manual restraint that causes pain or harm to an individual,
(d) Disabling an individual's communication device,
(e) Denial of breakfast, lunch, dinner, snacks, or beverages,
(f) Placing an individual in a room with no light,
(g) Subjecting an individual to damaging or painful sound,
(h) Application of electric shock to an individual's body,
(i) Subjecting an individual to any humiliating or derogatory treatment,
(j) Squirting an individual with any substance, and
(k) Using any restrictive measure for punishment, retaliation, instruction or teaching, convenience of providers, or as a substitute for specialized services.

(D) Human Rights Committee (HRC):

(1) The Committee safeguards individuals' rights and protects individuals from physical, emotional, and psychological harm.

(2) The Committee shall review, approve or reject, monitor and re-authorize strategies that include restrictive measures.

(3) The Committee shall ensure that the planning process outlined in OAC 5123:2-2-06 has been followed and that the individual and/or guardian has provided informed consent and been afforded due process.

(4) The Committee shall ensure that the proposed restrictive measure is necessary to reduce risk of harm or likelihood of legal sanction, that the overall outcome promotes the physical, emotional, and psychological wellbeing of the individual, and that a restrictive measure is temporary in nature and occurs only in specifically defined situations.

(5) The Committee shall verify that strategies that include restrictive measures incorporate actions designed to enable the individual to feel safe, respected, and valued while emphasizing choice, self-determination, and an improved quality of life.

(6) All information and documents provided to the HRC and all discussions of the HRC shall be confidential and shall not be shared or discussed with anyone other than the individual, his or her guardian, and/or his or her team. Members and prospective members will be asked to sign a Confidentiality Statement.
   (a) The HRC meetings are closed meetings and may only be attended by the following:
      (i) Members of the Committee, prospective members, or designated employees of DCBDD and
      (ii) The Behavioral Consultant and the individual's SSA (only for the portion of the meeting when the strategies they developed are being discussed).

(7) Composition:
   (a) The Committee will be comprised of an equal number of members from each of the following groups:
      (i) Individuals who are eligible to receive specialized services, family members of eligible individuals, and guardians of eligible individuals (this group shall always include at least one individual eligible to receive services) and
      (ii) Employees of DCBDD and contracted Behavioral Consultants (this group shall always include at least one SSA from each of the three program areas and at least one person who has experience or training in contemporary practices for behavioral support).
   (b) The number of voting members of the Committee shall not exceed twelve.
   (c) A simple majority of committee members will constitute a quorum.
   (d) A committee member shall recuse themselves from the approval process if they are a member of the team (or if they supervise a member of the team) of the individual for whom the strategies are being proposed.
   (e) Membership terms shall be 3 years with members serving no more than 2 consecutive terms.
   (f) When a vacancy on the Committee is created:
      (i) The Committee shall notify DCBDD staff as well as community partners and organizations of the vacancy and request interested parties to contact the Committee.

(ii) The Committee Chair shall contact each applicant to explain the function of the Committee and extend an invitation to attend a Committee meeting.
(iii) Once an applicant has attended a meeting, The Committee Chair may extend an invitation to join the Committee as a member.

(8) Trainings:
(a) Within 3 months of appointment, members shall receive DODD approved training in;
(i) Individual rights as enumerated in ORC 5123.62,
(ii) Person-centered planning,
(iii) Informed consent,
(iv) Confidentiality, and
(v) The requirements of OAC 5123:2-2-06
(b) Annually, members of the Committee shall receive DODD approved training in topics including, but not limited to;
(i) Self-advocacy and self-determination,
(ii) Role of guardians and ORC 5126.043,
(iii) Effect of traumatic experiences on behavior, or
(iv) Court-ordered community controls and the role of the court, the county board, and the Human Rights Committee.

(9) Expectations: It is vital to the function of the Human Rights Committee that all members actively participate in the monthly review of behavioral support strategies with restrictive measures. Therefore, Committee members are expected to:
(a) Have read the strategies to be reviewed prior to the monthly meeting,
(b) Be prepared for each meeting with feedback on the strategies to be reviewed,
(c) Be present for the duration of each meeting, and
(d) Miss no more than three scheduled meetings in one calendar year.

(10) Members who are not able meet expectations outlined in (D) (9) of this policy may be asked to resign from their position on the Committee.

To: Kristine Hodge, DCBDD Board Members

From: Cheryl Copley-Cimino, Provider Coordinator

Re: DCBDD Master Contract – Term begin date: July 1, 2016

Date: 3/17/2016

General Updates/changes

Dates have been updated throughout the contract and attachments.

C. DEFINITIONS

(10) definition for Overtime was added. Updated this definition to clarify that calculations were based on locally-funded services only and does not include other funding sources such as waivers or other CBs of DD.

D. INDIVIDUAL SUPPORT SERVICES

(4 – 7) definition was thinned out.

E. PROVIDER OBLIGATION

(7) added the requirement for providers to notify the board immediately of certification/licensure suspension or revocation.

(19) added the requirement for provider to bill for overtime as directed by the board.

H. BILLING AND INVOICING

(13) added information regarding how overpayments will be handled

K. TERMINATION OF SERVICES TO INDIVIDUALS/SUSPENSION AND TERMINATION OF CONTRACT

(11) added clause to allow DCBDD to terminate contract due to ~~abose~~abuse of terms of the contract.

(12) added clause to allow DCBDD to terminate with or without cause.

N. MISCELLANEOUS PROVISIONS

(1) added overtime clause, ~~i~~it is applicable to homemaker/personal care and respite and must be preapproved.

(13) need new resolution No. and Date.

P. PAYMENT RATES.

All payment rates were updated to reflect the current rate set by OAC 5123. Those rates not listed in OAC 5123 remained the same except payee services. Payee services rate was increased to $41/~~mo~~mo. which is the current rate paid by the social security administration.

ATTACHMENT A – Support Plans

IFSP was changed to EISP Early Intervention Services and Support Plan.

ATTACHMENT B – Rules

ORC 2151.421 Reporting ~~ild~~child abuse and neglect was added.

Statement regarding exceptions was simplified.

ATTACHENT C – EI Specialized Services

Changed EIS to DS.

H. DISCHARGE SUMMARY REQUIREMENTS – requires discharge summary within 10 days instead of 30 days to meet required timelines

ATTACHMENT D – Behavior Support Consultants

Changed references to positive/aversive plans to strategies with or without restrictive measures throughout.

Added references to DCBDD internal document Consult Assessment Summary and Recommendation.

Combined the plan development sections for positive and aversive plans into one.

MASTER CONTRACT
BETWEEN
The Delaware County Board of Developmental Disabilities
AND
PROVIDER

This Master Contract, hereinafter referred to as "Contract", is made by and between The Delaware County Board of Developmental Disabilities, 7991 Columbus Pike – Lewis Center, OH, hereinafter referred to as "BOARD" and "PROVIDER." " "PROVIDER" is the independent contractor entity listed on the signature/summary page of this Contract.

A. BOARD and /PROVIDER REALATIONSHIPRELATIONSHIP

1. This Contract defines is to define the working relationship between BOARD and PROVIDER. . All Support Plans identify a provider of service, chosen by the individual and identifies the PROVIDER'S provider's specific duties and responsibilities relating to an Individual/Family, as agreed upon by the individual or his/her guardian or legal representative and PROVIDER. All Support Plans are considered Aaddendums to this Contract.
2. PROVIDER agrees that it shall act in performance, and carry out the duties, of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.
3. PROVIDER, while carrying out duties under this Contract, is a private, independent contractor and shall not be considered an employee, agent or partner of BOARD.
4. PROVIDER shall have the exclusive right to manage and operate services for the purposes of providing the supports and services described in this Contract, subject only to the need to assure Ccontract terms, rules, regulations and maintain health and safety of the Individual/Family served.
5. Services covered by this Contract are funded by local funds administered by the BOARD.
6. The provision of Home and Community Based Waiver Services (HCBS) are not covered under this Contract and are governed by applicable ORC and OAC provisions (see Attachment B).
7. PROVIDER's rights for payment are limited to those preauthorized services and supports outlined in the Support Plan and Payment Authorization for Services (PAS).
8. In providing all services pursuant to this Contract, the pParties shall abide by all statutes, ordinances, rulesrules, and regulations pertaining to or regulating the provision of services.

B. CONTRACT TERM

1. The provisions of this Contract shall become effective on July 1, 2015 2016 and shall remain in force and effect up to and including the term end date listed on the summary and signature page for PROVIDER.
2. The Master Contract will continue to undergo an annual review and approval by BOARD and the Delaware County Prosecutor's office.
3. BOARD may, without PROVIDER'S approval, issue an Addendum to this Contract for all changes required by law. Addendums and information regarding implementation of such changes will be issued no later than 30 days prior to the effective date thereof.

C. DEFINITIONS

1. Applicable Law means those Federal and State laws that govern the conduct of the Pparties to this Contract, including but not limited to Chapters 5123 and 5126 of the Ohio Revised CodeRC and all administrative rules under promulgated pursuant to the authority of these statutes.
2. Applicable Requirements includes all of the following to the extent that any of these requirements govern the conduct of the Pparties to this Contract:
    a. Applicable Law;
    b. Requirements set forth by the licensing/certifying entity for the specific contracted service;
    c. The requirements of this Contract.
3. BOARD means The Delaware County Board of Developmental Disabilities (DCBDD) formed under pursuant to Chapter 5126 of the Ohio Revised CodeRC and its superintendent acting to implement the work of the BOARD pursuant to Section

Comment [PE1]: This Section is redundant with Section 2, Article A.

5126.0220 of the O~~hio Revised Code~~RC, and any person designated by the superintendent to administer, implement, and enforce the provisions of this Contract on behalf of DCBDD.

4. DS means Developmental ~~Specialist which~~Specialist that is a BOARD employee(s) and/or person(s) contracted with BOARD who is responsible for Early Intervention services for the Individual/Family.
5. Family means parent(s), brother(s), sister(s), spouse, son(s), daughter(s), grandparent(s), aunt(s), uncle(s), cousin(s), or guardian of the individual who has developmental disabilities. "Family member" also means person(s) acting in a role similar to those specified in this paragraph even though no legal or blood relationship exists if the individual who has developmental disabilities lives with the person(s) and is dependent on him/her to the extent that if the supports were withdrawn another living arrangement would have to be found.
6. Individual means a child or adult with a developmental disability who is eligible to receive services through local county BOARD funds based on eligibility requirements set forth in Chapters 5123 and 5126 of the O~~hio Revised Code~~RC.
7. OAC refers to the Ohio Administrative Code and any amendment made thereto which becomes effective during the term of this Contract.
8. DODD means The Ohio Department of Developmental Disabilities.
9. ORC refers to the Ohio Revised Code and any amendment made thereto which becomes effective during the term of this Contract.

~~9.~~10. Overtime ~~means~~is defined as the number of units of service delivered that exceed forty hours in one ~~work week~~workweek. ~~–~~. Overtime is not calculated per individual served by PROVIDER but rather a combination of all individuals served by PROVIDER through ~~locally-funded~~locally funded services provided in Delaware County. Overtime calculations for locally-funded services do NOT include services funded by another source such as a Medicaid Waiver or other County Board of Developmental Disabilities.

~~10.~~11. PAS means Payment Authorization for Services through local funds~~. –~~. This form outlines the Individual Budget and once completed by BOARD personnel, provides authorization for paid services to begin.

~~11.~~12. PROVIDER is the independent ~~contracted entity listed~~contractor listed on the signature/summary page of this Contract~~. –~~. PROVIDER is not an employee or authorized representative of BOARD. The following are two types of PROVIDER:

a. Agency Provider means an entity that employs persons for the purpose of providing direct services to Individuals eligible for BOARD services.
b. Independent Provider means a self-employed person who provides services under this Contract and does not employ or use, either directly or through a contract, anyone else to provide such services.

~~12.~~13. Significant Change Of Ownership means a change in the ownership of an agency including the following:

a. For a corporation, when 50% or more of the financial interest is sold;
b. For a proprietorship, when the proprietor sells 50% or more of his interest to another legal entity;
c. For a partnership, when there is a change in one or more partners when the new partner(s) acquires the largest interest; or
d. In a family-owned business where present family management has been in control for five years or more and a change of ownership occurs between family members.

~~13.~~14. SSA means BOARD employee(s) and/or person(s) contracted with the BOARD who is responsible for service and support administration functions for the Individual/Family in accordance with Chapter 5123 of the OAC.

~~14.~~15. Support Plan means a written description of the services, supports, and activities to be provided to an Individual/Family, including a portion which identifies PROVIDER's specific duties and responsibilities relating to an Individual/Family, as agreed upon by the individual or his/her guardian or legal representative and PROVIDER~~. –~~. All Support Plans are considered A~~a~~ddendums to this Contract~~. –~~. Support Plans are written according to requirements set forth in applicable OAC provisions.

~~15.~~16. Support Services means those services, supports, and activities identified and authorized in a Support Plan by BOARD representatives.

D. INDIVIDUAL SUPPORT SERVICES

1. All services are budgeted, authorized, and paid for based upon a Support Plan~~. –~~. All Support Plans and PAS are considered as ~~addenda~~ Addendums to this Contract.
2. A unit of service and payment shall be defined in the Support Plan and PAS.
3. The Individual/Family receiving the services or their representative shall have free choice in selecting providers.
4. Adult Supports (AS): These services support eligible adults (18 years of age or older and no longer receiving public school services) in his/her community as outlined in the Individual Support Plan. Supports are based on individual needs with the purpose to promote independence and community participation. Supports may include but are not limited to direct care at

Comment [PE2]: Do you want to limit this to First, Second, etc.?

home, in the community, transportation, employment adaptive equipment, etc. ~~As of January 1, 2013, Community Classes and Memberships will no longer be authorized for payment through an Adult Individual Support Plan and budget unless the class or membership will reduce current costs for services (example: driver's education to reduce transportation costs).~~

4. Transition Supports (TS): These services are intended to support young adults in middle school through high school (ages 9-21 or graduation) living in their family home and eligible for BOARD Services.
5. Family Support Services (FSS) – Family Support Services are provided by the BOARD for eligible children in preschool and elementary school (ages 3-8) living in their family home. Early Intervention (EI) – BOARD provides EI services for eligible children from birth through age two

~~5. by: • Increasing independence and beginning to plan for services after high school. • Exploring supports through technology, employment, and independent living to focus on functional skills that will carry over into adulthood.~~

~~Family Support Services (FSS) – Family Support Services are provided by the BOARD for eligible children in preschool and elementary school (ages 3-8) living in their family home. Family Support Services are locally funded and authorized based on the child's needs. Family Support Services are intended to: Support the family to increase their capacity to care for the eligible individual in the family home. Support the individual to be more independent and remove barriers at home and in community.~~
~~Early Intervention (EI) – BOARD provides EI services for eligible children from birth through age two. Families will be assigned a Developmental Specialist, who is responsible for coordination of BOARD services and the provision of early intervention support related to enhancing their child's development.~~

E. PROVIDER OBLIGATION

1. PROVIDER shall provide services to the Individual/Family according to the Support Plan and in a manner that is respectful of the Individual/Family values, goals, and choice.
2. PROVIDER shall ensure there is~~are~~ staff in sufficient numbers ~~and~~ with sufficient experience, training, and ability to provide the services required under ~~this~~the ~~Contract which~~Contract that are identified and agreed to in the Support Plan.
3. PROVIDER shall ensure that all staff ~~meet~~meets basic Local, State, and Federal requirements as applicable to PROVIDER and type of services provided.
4. PROVIDER shall ensure all staff ~~have~~has appropriate initial and ongoing background checks and if transporting individuals, driving record reviews per OAC/ORC.
5. PROVIDER shall comply with all Local, State and Federal requirements regarding non-discriminatory hiring, fair employment practices, wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, creed, disability, sex, or national origin.
6. PROVIDER shall be certified and/or licensed according to applicable Local, State and Federal regulations for the type of services they provide.

~~6.~~7. PROVIDER shall notify BOARD immediately of certification/licensure investigations, suspensions, or revocations.

~~7.~~8. Agency providers of occupational and/or physical therapy:

   a. PROVIDER shall disclose to the Individual/Family/Guardian and assigned Developmental Specialist or Support Administrator the certification/licensure level of the direct service provider during the planning process and prior to the authorization of service.
   b. Agency providers of occupational and/or physical therapy: may provide services using a Licensed Occupational Therapy Assistant/Licensed Physical Therapist Assistant in all cases except for children served through the DCBDD Early Intervention program.
   c. Licensed Occupational Therapy Assistant/Licensed Physical Therapist Assistant services are distinctly different and separate services than those provided by Licensed Occupational Therapist or Licensed Physical Therapist and shall be assigned by BOARD a different service code and lesser rate of reimbursement.

~~8.~~9. PROVIDER shall adhere to all other applicable rules and laws established by Local, State and Federal regulatory agencies.

~~9.~~10. PROVIDER shall perform background checks in accordance with ~~ing~~ to Chapter 5123 of the OAC~~.~~. FBI background checks shall be performed upon initial employment or re-employment when BCI&I ~~-~~report indicates a multi-state offender and/or non-disqualifying offenses, regardless of the length of time PROVIDER has resided in the State of Ohio.

~~10.~~11. PROVIDER D~~d~~ocumentation, R~~r~~eports, and/or other D~~d~~ata:

   a. PROVIDER shall maintain documentation, reports, and/or other data in a manner acceptable to BOARD.
   b. PROVIDER shall provide BOARD with documentation, ~~reports~~reports, and/or other data information upon written request~~.~~. BOARD representatives shall indicate the date, within reasonable timelines, by which the requested information is to be provided.

~~11.~~12. PROVIDER shall, when requested by BOARD, submit and implement a ~~plan which~~plan that addresses any deficiencies related to services as outlined in the Support Plan and identified through various fiscal and programmatic reviews, audits, and/or the various quality ~~enhancement monitoring~~enhancement-monitoring processes.

~~12.~~13. PROVIDER shall work cooperatively with BOARD and participate in the team process.
~~13.~~14. PROVIDER shall, when agreed upon through the planning process, develop and submit to the team methodologies covering the implementation of requested services.
~~14.~~15. PROVIDER shall ensure all services to be provided are pre-authorized before the service begins. ~~-~~Receipt of the PAS is verification that pre-authorization has been given by the assigned BOARD Support Administrator or Developmental Specialist.
~~15.~~16. PROVIDER shall follow the applicable State and Federal regulations.
~~16.~~17. PROVIDER shall submit, at request of BOARD, PROVIDER records in order to verify compliance with the provisions of this Contract.
18. PROVIDER shall, in all instances where an Individual/Family's service and support needs change, receive prior approval from BOARD before changes in service levels and the Support Plan are made. ~~-~~Exceptions for cases of emergency where verbal authorization is given, written authorization from BOARD shall be provided within 5 business days.
~~17.~~19. PROVIDER shall bill for ~~O~~overtime as directed by BOARD in accordance with applicable Local, State, and Federal law. ~~.~~
~~18.~~20. PROVIDER shall use a confidential email account when sending or receiving confidential information.
~~19.~~21. PROVIDER shall indicate to callers when their voicemail system is not a confidential voicemail system.
~~20.~~22. AVAILABILITY AND RETENTION OF RECORDS: At any time, during regular business hours, with reasonable notice and as often as BOARD, the Comptroller General of the United States, the State, or other agency or individual authorized by BOARD may deem necessary, PROVIDER shall make available to any and/or all of the above named P~~p~~arties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. BOARD and the above named P~~p~~arties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static ~~copies~~copies, and/or transcripts of any and all documents relating to all matters covered by this Contract.
~~21.~~23. PROVIDER, for a minimum of six (6) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, ~~writings~~writings, and/or other information related to the performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the six (6) years have expired, whichever is later.

F. BOARD OBLIGATIONS

1. BOARD shall assist Individual/Family/Guardian in developing their Support Plan.
2. BOARD shall review and evaluate the services delivered by PROVIDER on a continuing basis to ensure that such services are delivered in accordance with the Support Plan.
3. BOARD shall facilitate Provider Network meetings up to six times annually as the local resource for communicating, discussing State regulations, BOARD policy and procedure, and addressing concerns or needs of the provider community.
4. BOARD shall provide written authorization within 5 business days before changes in service levels and the Support Plan are made, except for cases of emergency where verbal authorization is given. Thereafter, BOARD shall provide written confirmation of the verbal authorization within 5 business days.
5. BOARD shall identify Individual/Family requiring/requesting supports; determine the service needed; and assist with provider selection ensuring free choice of provider.
6. BOARD shall, within its mandated responsibility, manage and contract for the provision of individual services.
7. BOARD shall assist PROVIDER to develop appropriate Individual Support Services to ensure quality, consumer ~~satisfaction~~satisfaction, and compliance with applicable regulations and standards.
8. BOARD shall furnish PROVIDER with all applicable BOARD policies in the provision of services to Individuals/Families.
9. For providers certified or licensed by entities other than DODD, BOARD shall verify that independent providers and agency provider CEO/Representatives are not listed on the registries as outlined in Chapter 5123 of the OAC.

G. SUPPORTING INDIVIDUALS IN THEIR RESIDENCE

1. When providing services to eligible Individuals in their home, PROVIDER shall:
   a. Be responsible for cost of damages to residence caused by PROVIDER and/or their staff; ~~.~~
   b. Be responsible to assist Individual in reporting the repair needs to the landlord and BOARD; and, ~~.l.~~
   c. Not restrict access to BOARD Support Administrators, to Individuals, their residences and their records given the permission of the Individual or their legal representative.

H. BILLING AND INVOICING

1. PROVIDER ~~must~~ shall submit invoices to BOARD electronically unless otherwise instructed to do so by BOARD. ~~–~~In order to bill electronically, PROVIDER ~~must~~ shall have a local vendor number and a current PAS form.
2. PROVIDER shall submit to BOARD a timely invoice for payment only after the approved service(s) has been rendered. Timely receipt of invoices is necessary to monitor client progress, monitor plan budgets, and provide for proper accounting. In order to be considered timely, invoices ~~must~~ shall be received within 90 days from the date of service. Invoices received after 90 days from the date of service shall not be eligible for payment.
3. Invoices shall be reviewed, processed and rejected, or accepted for payment by BOARD within 20 days of receipt of invoice~~.~~ . BOARD has up to 45 days from receipt of invoice to make payment. However, if payment is not received within 30 days, PROVIDER should contact BOARD to determine status.
4. BOARD reserves the right to change the requirements and/or timelines of billing and invoicing in order to comply with requirements set forth by the Delaware County Auditor.
5. In the event BOARD, for reasons beyond its control, experiences a decrease in funding for locally funded services, BOARD may reduce the rate of compensation after first giving a thirty (30) day written notice to PROVIDER of such reduction. PROVIDER shall not be responsible for the provision of services beyond the date of rate reduction.
6. LIMITATION OF SOURCE OF FUNDS: PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.
7. Loss of Funding: It is understood by PROVIDER that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to BOARD, PROVIDER understands that changes and/or termination of this Contract will be required and necessary. PROVIDER agrees to hold harmless the Indemnified Parties as set forth in Section ~~I~~(I (6) of this Contract for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by BOARD.
8. PROVIDER shall accept the payment from BOARD for authorized services as payment-in-full and shall not seek additional payment from the Individual~~/, Family/, Guardian~~ or other acting on their behalf. If payment is denied pursuant to paragraph B of this Section due to PROVIDER'S failure to submit a timely invoice, PROVIDER agrees to hold harmless the Individual, Family, Guardian and others acting on their behalf from any financial responsibility for the services provided pursuant to this Contract and shall not seek payment from the Individual~~/, Family/, Guardian~~ or other acting on their behalf.
9. BOARD shall not be held liable to compensate for the provision of unauthorized units of service.
10. DUPLICATE BILLING: PROVIDER warrants that claims made to BOARD for payment shall be for actual Services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same Services.
11. OVERPAYMENTS: In case of overpayments, PROVIDER agrees to repay BOARD the amount of overpayment and that to which it is entitled.
12. INFORMATION REQUIREMENTS: PROVIDER will provide such information to BOARD as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.
13. Overpayments: In case of overpayments, PROVIDER agrees to repay BOARD the amount of overpayment and that to which it is entitled, per said terms:
    a. BOARD identified, by decreasing later payment or repayment within 30 days of discovery.
    b. PROVIDER identified and under $500, by decreasing later payment or repaid within 30 days of notification.
    c. PROVIDER identified and over $500, by decreasing later payment or repaid within 30 days. If repayment creates an undue hardship a payment plan agreed upon by PROVIDER and BOARD will be developed.

~~12.~~14.

I. INSURANCE AND INDEMNITY

1. PROVIDER assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.
2. During the term of this Contract, PROVIDER shall provide, pay for, and maintain in full force and effect the following insurance covering PROVIDER's activities under this Contract:

a. Employers' Liability: Agency PROVIDERS shall carry employers' liability insurance in amounts and limits as agreed upon by the P~~p~~arties and in accordance with Applicable Law~~;~~.
b. GENERAL LIABILITY INSURANCE: PROVIDER shall maintain commercial general liability insurance at a recommended rate of at least $1,000,000 each occurrence with an annual aggregate of at least $2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any~~;~~.
c. ~~W~~Workers' Compensation: The PROVIDER shall provide evidence of proper workers' compensation coverage, as required by ORC 4123.35; and, ~~.~~
d. WORKERS COMPENSATION INSURANCE: PROVIDER shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

3. AUTOMOBILE LIABILITY INSURANCE~~Automobile~~: ~~The~~ PROVIDER shall ensure there is automobile liability and uninsured/underinsured insurance coverage for all passenger vehicles used to transport Individuals, whether such vehicles are owned by PROVIDER or its agents or employees, in an amount not less than the statutory minimum requirements. ~~AUTOMOBILE LIABILITY INSURANCE~~: PROVIDER shall maintain automobile liability insurance at a recommend rate of at least $1,000,000 each accident. Such coverage shall include coverage for owned, ~~hired~~hired, and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any. ADDITIONAL INSUREDS: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Section (I)(2)(a)-(e). ~~Provider~~ PROVIDER shall require all of its subcontractors to provide like endorsements.
4. PROVIDER shall assume all risk for losses arising from employee dishonesty, and the BOARD shall not make any payments to cover losses incurred as a result of employee dishonesty.
5. PROVIDER shall assume all risk for losses for tools, equipment, records, or other personal property of PROVIDER or Individual(s), whether such personal property is located on the premises where services are provided or otherwise, and PROVIDER shall carry such insurance as it deems necessary regarding such personal property.
6. PROVIDER agrees to indemnify and hold harmless the BOARD, its officers, employees, agents, representatives, and volunteers against and from all claims, costs, judgments, fees, injuries, or other liabilities associated with any injury, harm, or death to persons or damage to property, including the loss of use thereof, to the extent caused by the acts or omissions of PROVIDER or PROVIDER's officers, employees, agents, representatives, volunteers, contractors, subcontractors, or anyone employed by any of them or for whose acts or omissions any of them are liable.

J. FAILURE TO APPEAR TO PROVIDE SERVICES AND "NO-SHOW"

1. BOARD, Individuals/Families/Guardians expect scheduled supports and services to be provided as agreed in the Support Plan. ~~-~~Should PROVIDER fail to appear and provide scheduled services, which an individual is dependent upon to the extent that if there were no service provided, it would cause imminent danger to the individual, BOARD may, at its sole discretion, provide the scheduled service. ~~-~~PROVIDER shall not be paid for missed services; furthermore, in situations as described in the previous sentence, PROVIDER shall reimburse BOARD the amount equal to the cost incurred by BOARD to provide the scheduled service.
2. PROVIDER is permitted to develop "no-show" policies and procedures for instances when scheduled services could not be provided due to the individual failing to appear for scheduled services which shall be made available to BOARD. ~~-~~
3. BOARD is not responsible for payment of "no-show" charges, if applicable per PROVIDER's policy.

K. TERMINATION OF SERVICES TO INDIVIDUALS~~—~~/SUSPENSION AND TERMINATION OF CONTRACT

1. PROVIDER may terminate services to BOARD and Individual/Family/Guardian with a minimum of thirty (30) days' written notice or an extended timeline as agreed to in the Individual's signed Support Plan.
2. Should PROVIDER desire to terminate services to all Individuals/Families served under this Contract, a ninety (90) day written notice to BOARD and the Individuals/Families/Guardians ~~must~~ shall be issued.
3. In circumstances where services are being provided with twenty-four hour supervision, PROVIDER may terminate services with sixty (60) days' written notice.
4. PROVIDER may terminate services with a minimum of thirty (30) days' written notice or an extended timeline as agreed to in the Individual's signed Support Plan to BOARD and as supported by reasons outlined in their own policies (e.g., the Individual/Family is "no show" for scheduled services).
5. An Individual/Family/Guardian may terminate services from PROVIDER with or without cause and have the option to give up to thirty (30) days' written notice to BOARD and PROVIDER.
6. BOARD or the Individual/Family/Guardian may terminate PROVIDER for failing to appear and provide services or failing to provide services as specified in Support Plan with no notice.

7. BOARD may terminate C~~c~~ontract with PROVIDER with 30 days' written notice.~~.~~ Notice shall also be provided to all Individuals/Families who may be receiving services at that time
8. BOARD may immediately terminate PROVIDER's C~~c~~ontract without notice whenever, in the BOARD's sole discretion, Individuals are in immediate danger of physical or psychological harm.
9. BOARD may immediately terminate PROVIDER's C~~c~~ontract without notice whenever licensure/certifications are revoked or suspended by the licensing/certifying agency.~~.~~ Notice shall also be provided to all Individuals/Families~~/ and~~ Guardians thereof who may be receiving services at that time.
10. BOARD may terminate services with thirty (30) days' written notice when the Individual is no longer eligible for Individual Support Services.

~~10.~~11. BOARD may terminate PROVIDER's C~~c~~ontract immediately as a result of a violation~~abuse~~ of the terms contained in this C~~c~~ontract.

12. BOARD may terminate PROVIDER's C~~c~~ontract immediately, with or without cause.

~~11.~~13. BOARD will terminate PROVIDER'S Contract should PROVIDER refuse to sign an OPERS Independent Contractor Acknowledgement Form.

~~12.~~14. BOARD may suspend this Contract with cause, immediately upon discovery of major service delivery issues, including but not limited to substantiated MUIs and investigation of possible fraudulent billing or documentation. ~~-~~This includes~~ means~~:

a. PROVIDER's name will not appear on BOARD's website;~~.~~
b. PROVIDER will not receive RFPs requested by individual to be sent to BOARD contracted providers.
c. PROVIDER is not eligible to be authorized for new services;~~.~~
d. PROVIDER may continue to provide services to those individuals to whom he/she is currently providing services; and,~~.~~
e. BOARD will notify individuals/families/guardians currently served by PROVIDER of C~~c~~ontract suspension.

~~13.~~15. Once Individual Support Services are terminated, PROVIDER has no right or claim on funds budgeted and allocated for the Individuals Support Services beyond the termination date and the BOARD and Individual/Family/Guardian may use such funds to purchase services from other providers of the Individual/Family/Guardian's choosing.

L. CANCELLATION AND AMENDMENT CLAUSES

The BOARD may, without PROVIDER'S approval, issue an Addendum to this Contract for all changes required by Local, State, and Federal law. Addendums and information regarding implementation of such changes will be issued no later than 30 days prior to the effective date thereof. All other amendments may be added to or deleted from the ~~Master~~ Contract only in writing approved by both P~~p~~arties and shall not alter the conditions of the ~~Master~~ Contract or other amendments as appearing within unless specifically stated in the amendment. Failure of PROVIDER to perform as set forth in this Contract shall be just cause for immediate cancellation.~~.~~ In the event that The State of Ohio denies or revokes certification to PROVIDER of any type of services, this Contract shall be terminated effective on the date of DODD denial/revocation.

M. RESOLUTION OF CONFLICT AND DISAGREEMENT

Should any disagreement, ~~conflict~~conflict, or misunderstanding develop with regard to this Contract, amendments, services provided, or in the operational relationship between the two P~~p~~arties, they shall immediately meet to directly resolve the disagreement.~~.~~ If unable to resolve the dispute, the P~~p~~arties shall move up their respective chains of command until agreement is reached or an impasse is declared.

N. MISCELLANEOUS PROVISIONS

1. Overtime: Independent providers of direct services, including homemaker/personal care and informal respite, are entitled to overtime compensation as outlined in the Fair Labor Standards Act.~~.~~ Overtime ~~must~~shall ~~-~~be approved by BOARD prior to service delivery.

~~1.~~2. The P~~p~~arties agree that the rights, ~~duties~~duties, and responsibilities set forth herein shall not be assigned to other entities without the prior written consent of the other party hereto.

~~2.~~3. Waiver: The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, ~~equitable~~equitable, or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

~~3.~~4. ~~Any change in ownership of PROVIDER shall be communicated to BOARD by PROVIDER~~PROVIDER shall communicate any change in ownership of PROVIDER to BOARD immediately.

~~4.~~5. ~~Changes which affect PROVIDER~~Changes that affect PROVIDER tax identification information, such as change of address or tax status should be reported to BOARD immediately.

~~5. This document and the attachments hereto set forth the full agreement between the parties and supersedes all prior contracts or contracts between the parties.~~

6. Health Insurance Portability and Accountability Act (HIPAA): The HIPAA Privacy Policy, Business Associate Agreement ~~must~~ shall be signed and adhered to as set forth by the attached BOARD HIPAA ~~p~~Privacy ~~p~~Policy. PROVIDER shall also be compliant with all aspects of HIPAA.
7. Neither BOARD nor PROVIDER may at any time or in any manner, directly or indirectly, divulge, disclose or otherwise communicate to any person, ~~firm~~firm, or other entity, any confidential information relating to the Individuals/Families receiving services from BOARD, or the contents of this Contract. The term "confidential information" as used herein shall mean all information of a business or technical nature relative to the business of any Individual/Family, which has been or is currently being provided with services by PROVIDER.
8. GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
9. ENTIRE AGREEMENT: This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.
10. SIGNATURES: B~~oard~~OARD ~~must~~ shall authorize the employee to sign on its behalf, by Resolution):
11. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.
12. The individual executing this Agreement on behalf of BOARD was authorized to enter this Contract pursuant to the following resolution adopted by the Board of Developmental Disabilities:
    Resolution No. ~~15-03-04~~
    Date: ~~March 19, 2015~~
13. EFFECT OF SIGNATURE: The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.
14. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS: BOARD is a public employer as defined in R.C. § 145.01(D). ~~—~~. BOARD has classified PROVIDER as an independent contractor or another classification other than public employee. ~~—~~. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of PROVIDER for services and/or deliverables rendered and/or received under or pursuant to this Contract. ~~—~~. PROVIDER acknowledges and agrees that BOARD, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. ~~—~~. If PROVIDER is an individual or has less than five (5) employees, PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Contract. BOARD shall retain the completed Form and immediately transmit a copy of it to OPERS.

    If the PROVIDER has five (5) or more employees, the PROVIDER, by his/her signature below, hereby certifies such fact in lieu of completing the Form:

    _____

    ~~14.~~ PROVIDER

O. SAVINGS CLAUSE

If any portion of this Contract is deemed illegal due to conflict with Local, State, or Federal law, the remainder of the Contract shall remain in full force and effect.

P. PAYMENT RATES

1. Payment rates for BOARD funded services shall be as follows:
2. Payment for services/supports as outlined in the Support Plan shall not exceed the BOARD established rate in the Master Contract for the same or similar service. Service payment balances exceeding the contracted rate are not the responsibility of BOARD. ~~—~~. Any changes in rates effective during the term of this Contract shall be applied to existing Support Plans at the

Comment [PE3]: This Section is redundant with Section 10 (9), Article N.

Formatted: Indent: Left: 0.5", No bullets or numbering

time of the renewal date. New Support Plans shall apply the current rates at the time of development. ~~-~~Rates for ~~locally funded~~locally funded services shall not exceed the maximum rates for like services set forth in Chapter 5123 of the OAC.

3. Reimbursement of other miscellaneous expenses/services as agreed in each Support Plan are not to exceed the rate for services listed below.

Service and Rate
Adult Day Array, rates identical to Chapter 5123 of the OAC
Adult Foster Care Waiver, rates identical to Chapter 5123 of the OAC
Behavior Specialist $17.50/unit
Benefits Consultation $15/unit
Homemaker/Personal Care Agency, rates identical to Chapter 5123 of the OAC
Homemaker/Personal Care Independent, rates identical to Chapter 5123 of the OAC
Homemaker/Personal Care Sleep Independent, rates identical to Chapter 5123 of the OAC
Informal Respite, rates identical to Chapter 5123 of the OAC
Licensed Occupational Therapy or Licensed Physical Therapists Assistant Clinic Based, $17.50/unit
Licensed Occupational Therapy or Licensed Physical Therapists Assistant Home Based, $18.75/unit
Licensed Therapist Clinic Based (Occupational, Physical and Speech Therapies), $20.75/unit
Licensed Therapist Home Based (Occupational, Physical and Speech Therapies), $22.00/unit
Non-delagatable skilled nursing provided by RN $15/unit
Non-Medical Transportation Waiver, rates identical to Chapter 5123 of the OAC
Non-Traditional Therapies (MT, ET etc.) Agency or Independent $16.25/unit
Non-Traditional Therapy Assistant (MT, ET etc.) Agency or Independent $13.70/unit
Nutrition Services, rates identical to Chapter 5123 of the OAC
Program Management $7.50/unit
Psychological Evaluations $375 per full evaluation, $275 for current evaluation review
Psychological Services provided by licensed psychologist, $22.00/unit
Representative Payee Manager $41.00 monthly
Residential and Community Respite, rates identical to Chapter 5123 of the OAC
Skilled Nursing provided by RN $15/unit
Social Work/Counseling LISW/LPCC - MA $18.75/unit
Social Work/Counseling LSW $16.25/unit
Supported Employment, rates identical to Chapter 5123 of the OAC
Traditional Therapy Initial Assessment 8 units at the quoted unit rate
Transportation Agency or Independent $.45/unit (1unit - 1 mile)

~~Service and Rate~~
~~Adult Foster Care Waiver rates identical to Chapter 5123 of the OAC~~
~~Behavior Specialist $17.50/unit~~
~~Adult Day Array rates identical to Chapter 5123 of the OAC~~
~~Homemaker/Personal Care Agency rates identical to Chapter 5123 of the OAC~~
~~Homemaker/Personal Care Independent rates identical to Chapter 5123 of the OAC~~
~~Homemaker/Personal Care On Cite On Call rates identical to Chapter 5123 of the OAC~~
~~Informal Respite rates identical to Chapter 5123 of the OAC~~
~~Licensed Occupational Therapy or Licensed Physical Therapists Assistant Clinic Based, $17.50/unit~~
~~Licensed Occupational Therapy or Licensed Physical Therapists Assistant Home Based, $18.75/unit~~

Formatted Table

~~Licensed Therapist Clinic Based (Occupational, Physical and Speech Therapies), $20.75/unit~~
~~Licensed Therapist Home Based (Occupational, Physical and Speech Therapies), $22.00/unit~~
~~Non-Medical Transportation Waiver rates identical to Chapter 5123 of the OAC~~
~~Non-Traditional Therapies (MT, ET etc.) Agency or Independent $16.25/unit~~
~~Nursing provided by RN $15/unit~~
~~Nutrition Services rates identical to Chapter 5123 of the OAC~~
~~Program Management $7.50/unit or $30.00/hr~~
~~Psychological Evaluations $375 per full evaluation, $275 for current evaluation review~~
~~Psychological Services, $22.00/unit~~
~~Representative Payee Manager $35.00 monthly~~
~~Social Work/Counseling LISW $18.75/unit~~
~~Social Work/Counseling LSW $16.25~~
~~Supported Employment rates identical to Chapter 5123 of the OAC~~
~~Traditional Therapy Initial Assessment 8 units at the quoted unit rate~~
~~Transportation Agency or Independent rates identical to Chapter 5123 of the OAC~~

~~3.~~4. Payment rates shall be established for each support and/or service identified in the approved Support Plan and reflected on the PAS (Attachment A) and/or the Individual Budget Agreement. However, rates shall not exceed the established rates listed in Section 3, Article P. of this Contract.

~~4.~~5. Rates shall be established for new supports not currently included under Section 3, Article P. of this Contract.

Attachment A – Support Plans

All DCBDD approved Support Plans shall be considered as addendums to the Master Contract. ~~-~~Support Plans include but are not limited to:

ISP: Individual Support Plan

TSP: Transition Support Plan

FSP: Family Support Services Plan

EISP: Early Intervention Services and Support Plan~~IFSP: Individualized Family Service Plan~~

Attachment B – Rules

The following rules apply to contracted services. Contract Providers will be notified of rule changes, new rule adoptions and rule rescissions as made available by the Ohio Department of Developmental Disabilities but no less than 30 days prior to implementation. Rule changes will be implemented in accordance with the rule requirements set forth by DODD.

Chapter 5123:2-2 Supported Living Services Providers ~~Provider Standards~~	
5123:2-2-01	Provider certification
5123:2-2-02	Background investigations for employment Related Form - Attestation and Agreement to Notify Employer
5123:2-2-03	Quality assurance
5123:2-2-04	Compliance reviews of certified providers
5123:2-2-05	Employment first
5123:2-2-06	Behavioral support strategies that include restrictive measures
Chapter 5123:2-6 Administration of ~~Prescribed~~ Medications~~, Performance of Health-Related Activities, and Performance of Tube Feedings~~	
5123:2-6-01	Definitions
5123:2-6-02	Self-administration or assistance with the self-administration of prescribed medication
5123:2-6-03	Authorization of MR/DD personnel to administer prescribed medications, perform health-related activities, or perform tube feedings
5123:2-6-04	Qualifications, training, and certification of registered nurses to train MR/DD personnel in the administration of prescribed medications, performance of health-related activities, and performance of tube feedings
5123:2-6-05	Qualifications and training for registered nurses to train MR/DD personnel and for MR/DD personnel in the administration of prescribed medications and the performance of tube feedings for individuals of a residential facility with seventeen or more beds who are on a field trip from the facility
5123:2-6-06	Qualifications, training, and certification of MR/DD personnel in the administration of prescribed medications, performance of health-related activities, and performance of tube feedings
5123:2-6-07	General provisions and compliance in the administration of prescribed medications, performance of health-related activities, and performance of tube feedings
Chapter 5123:2-9 Home and Community-Based Services Waivers	
5123:2-9-01	Home and community-based services waivers - enrollment and disenrollment

5123:2-9-06	Home and community-based services waivers - documentation and payment for services under the individual options and level one waivers Appendix A - Ohio Developmental Disabilities Profile Funding Ranges by Cost-of-Doing Business Categories Appendix B - Cost-of-Doing-Business Categories
5123:2-9-07	Home and community-based services waivers - request for prior authorization for individuals enrolled in the individual options waiver
5123:2-9-11	HCBS waivers - free choice of provider Appendix A - Elements of a Checklist for Provider Choice Process
5123:2-9-14	Home and community-based services waivers - vocational habilitation under the individual options, level one, and self-empowered life funding waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Vocational Habilitation Appendix B - Cost-of-Doing-Business Categories
5123:2-9-15	Home and community-based services waivers - supported employment-community under the individual options and level one waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Supported Employment-Community Appendix B - Cost-of-Doing-Business Categories
5123:2-9-16	Home and community-based services waivers - supported employment-enclave under the individual options, level one, and self-empowered life funding waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Supported Employment-Enclave Appendix B - Cost-of-Doing-Business Categories
5123:2-9-17	Home and community-based services waivers - adult day support under the individual options, level one, and self-empowered life funding waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Adult day Support Appendix B - Cost-of-Doing-Business Categories
5123:2-9-18	Home and community-based services waivers - non-medical transportation under the individual options, level one, and self-empowered life funding waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Non-Medical Transportation Appendix B - Cost-of-Doing-Business Categories
5123:2-9-19	Home and community-based services waivers - general requirements for adult day support, non-medical transportation, supported employment-community, supported employment-enclave, and vocational habilitation Appendix A - Staff Intensity Ratios Appendix B - Cost-of-Doing Business Categories Appendix C - Budget Limitations
5123:2-9-21	Home and community-based services waivers - informal respite under the level one waiver Appendix - Billing Unit, Service Code, and Payment Rate for Informal Respite

5123:2-9-22	Home and community-based services waivers - community respite under the individual options, level one, and self-empowered life funding waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Community Respite Appendix B - Cost-of-Doing Business Categories
5123:2-9-23	Home and community-based services waivers - environmental accessibility adaptations under the individual options and level one waivers Appendix - Billing Unit, Service Code, and Payment Rates for Environmental Accessibility Adaptations
5123:2-9-24	Home and community-based services waivers - transportation under the individual options and level one waivers Appendix - Billing Unit, Service Codes, and Payment Rates for Transportation
5123:2-9-25	Home and community-based services waivers - specialized medical equipment and supplies under the individual options and level one waivers Appendix - Billing Unit, Service Codes, and Payment Rates for Specialized Medical Equipment and Supplies
5123:2-9-26	Home and community-based services waivers - personal emergency response systems under the level one waiver Appendix - Billing Units, Service Codes, and Payment Rates for Personal Emergency Response Systems
5123:2-9-27	Home and community-based services waivers - emergency assistance under the level one waiver Appendix - Service Codes for Services Provided as Emergency Assistance Under the Level One Waiver
5123:2-9-28	Home and community-based services waivers - nutrition services under the individual options waiver Appendix A - Billing Unit, Service Code, and Payment Rates for Nutrition Services Appendix B - Cost-of-Doing-Business Categories
5123:2-9-29	Home and community-based services waivers - home-delivered meals under the individual options and level one waivers Appendix - Billing Unit, Service Code, and Payment Rate for Home-Delivered Meals
5123:2-9-30	Home and community-based services waivers - homemaker/personal care under the individual options and level one waivers Appendix A - Billing Units, Service Codes, and Payment Rates for Homemaker/Personal Care Application of Appendix A Appendix B - Cost-of-Doing Business Categories

5123:2-9-31	Home and community-based services waivers - homemaker/personal care daily billing unit for sites where individuals enrolled on the individual options waiver share services Appendix - Service Codes for Homemaker/Personal Care Daily Billing Unit Under the Individual Options Waiver
5123:2-9-32	Home and community-based services waivers - adult family living under the individual options waiver Appendix A - Billing Units, Service Codes, and Payment Rates for Adult Family Living Appendix B - Cost-Of-Doing-Business Categories
5123:2-9-33	Home and community-based services waivers - adult foster care under the individual options waiver Appendix A - Billing Unit, Service Codes, and Payment Rates for Adult Foster Care Appendix B - Cost-of-Doing-Business Categories
5123:2-9-34	Home and community-based services waivers - residential respite under the individual options, level one, and self-empowered life funding waivers Appendix - Billing Units, Service Codes, and Payment Rates for Residential Respite
5123:2-9-35	Home and community-based services waivers - remote monitoring and remote monitoring equipment under the individual options, level one, and self-empowered life funding waivers Appendix - Billing Units, Service Codes, and Payment Rates for Remote Monitoring and Remote Monitoring Equipment
5123:2-9-36	Home and community-based services waivers - interpreter services under the individual options waiver Appendix A - Billing Unit, Service Code, and Payment Rates for Interpreter Services Appendix B - Cost-of-Doing-Business Categories
5123:2-9-38	Home and community-based services waivers - social work under the individual options waiver Appendix A - Billing Unit, Service Code, and Payment Rates for Social Work Appendix B - Cost-of-Doing-Business Categories
5123:2-9-40	Home and community-based services waivers - administration of the self-empowered life funding waiver
5123:2-9-41	Home and community-based services waivers - clinical/therapeutic intervention under the self-empowered life funding waiver Appendix - Billing Units, Service Codes, and Payment Rates for Clinical/Therapeutic Intervention
5123:2-9-42	Home and community-based services waivers - community inclusion under the self-empowered life funding waiver Appendix - Billing Units, Service Codes, and Payment Rates for Community Inclusion

5123:2-9-43	Home and community-based services waivers - functional behavioral assessment under the self-empowered life funding waiver Appendix - Billing Unit, Service Code, and Payment Rate for Functional Behavioral Assessment
5123:2-9-44	Home and community-based services waivers - integrated employment under the self-empowered life funding waiver Appendix - Billing Unit, Service Code, and Payment Rate for Integrated Employment
5123:2-9-45	Home and community-based services waivers - participant-directed goods and services under the self-empowered life funding waiver Appendix - Billing Unit, Service Code, and Payment Rate for Participant-Directed Goods and Services
5123:2-9-46	Home and community-based services waivers - participant/family stability assistance under the self-empowered life funding waiver Appendix - Billing Units, Service Codes, and Payment Rates for Participant/Family Stability Assistance
5123:2-9-47	Home and community-based services waivers - support brokerage under the self-empowered life funding waiver Appendix - Billing Units, Service Codes, and Payment Rates for Support Brokerage
5123:2-9-50	Home and community-based services waivers - administration of the transitions developmental disabilities waiver
5123:2-9-51	Home and community-based services waivers - adult day health center services under the transitions developmental disabilities waiver Appendix - Billing Units, Service Codes, and Payment Rates for Adult Day Health Center Services
5123:2-9-52	Home and community-based services waivers - emergency response services under the transitions developmental disabilities waiver Appendix - Billing Units, Service Codes, and Payment Rates for Emergency Response Services
5123:2-9-53	Home and community-based services waivers - home-delivered meals under the transitions developmental disabilities waiver Appendix - Billing Unit, Service Code, and Payment Rate for Home-Delivered Meals
5123:2-9-54	Home and community-based services waivers - home modification services under the transitions developmental disabilities waiver Appendix - Billing Unit, Service Code, and Payment Rate for Home Modification Services
5123:2-9-55	Home and community-based services waivers - out-of-home respite under the transitions developmental disabilities waiver Appendix - Billing Unit, Service Code, and Payment Rate for Out-of-Home Respite

5123:2-9-56	Home and community-based services waivers - personal care aide services under the transitions developmental disabilities waiver Appendix - Billing Units, Service Codes, and Payment Rates for Personal Care Aide Services
5123:2-9-57	Home and community-based services waivers - supplemental adaptive and assistive devices under the transitions developmental disabilities waiver Appendix - Billing Unit, Service Code, and Payment Rate for Supplemental Adaptive and Assistive Devices
5123:2-9-58	Home and community-based services waivers - supplemental transportation under the transitions developmental disabilities waiver Appendix - Billing Unit, Service Code, and Payment Rate for Supplemental Transportation
5123:2-9-59	Home and community-based services waivers - waiver nursing services under the transitions developmental disabilities waiver Appendix - Billing Units, Service Codes, and Payment Rates for Waiver Nursing Services
Chapter 5123:2-17 Abuse or Neglect; Complaint Resolution~~Resolution of Complaints, Major Unusual Incidents, and Abuser Registry~~	
5123:2-17-01	Administrative resolution of complaints involving the Ohio department of developmental disabilities
5123:2-17-02	Addressing major unusual incidents and unusual incidents to ensure health, welfare, and continuous quality improvement Appendix A - Administrative Investigation Procedure for Major Unusual Incidents in Category A Appendix B - Administrative Investigation Procedure for Major Unusual Incidents in Category B Appendix C - Administrative Investigation Procedure for Major Unusual Incidents in Category C
5123:2-17-03	Abuser registry
Sections (C)(1)-(5) and (D)(1)-(11) of OAC 5160-45-10	ODM – administered waiver programs – Providers conditions of participation
ORC 2151.421	Reporting child abuse or neglect

Providers of ~~OT, PT, ST, Psych, Beh. Support, Non-Traditional Therapies or other services not like the services listed below~~therapy services are exempt from:
First Aide
CPR

DODD Certification

Attachment C – EI Specialized Services

A. Early Intervention Supports and Services ~~encourage~~ provides an interdisciplinary team approach, consisting of parents, Help Me Grow Service Coordinator and professionals from several disciplines. ~~-~~Interdisciplinary teams are characterized by channels of communication that encourage team members to share their information and discuss individual assessments and interventions.

B. Early Intervention service delivery is based on evidence-based practices, meaning they are most likely to make a difference in the lives of infants, toddlers, and their families. ~~-~~In order for intervention to be successful, parent/caregiver must be present while the provider is working with the child. ~~—~~Further, what makes a difference is the adult following the lead of the child and responding (NOT the child being forced to respond to a series of activities or toys directed by the adult). ~~-~~Providers MUST give the family/caregiver ideas and strategies to fit their everyday routines and learning opportunities.

C. Scope of Contracted Early Intervention (EI) Specialized Services shall include direct and indirect services to meet individual needs which include, but are not limited to:
   1. Service development and implementation;
   2. Standardized initial assessments if authorized;
   3. On-going assessment for planning program and implementation;
   4. Updates and annual reviews of support plans;
   5. Parent consultation and training; and,
   6. Individualized direct therapeutic services.

D. Under this agreement, PROVIDER shall:
   1. Complete standardized initial assessments when authorized by BOARD. ~~-~~PROVIDER is responsible for supplying assessment tool and materials. ~~-~~On-going therapy shall not be authorized until the assessment report is received;~~.~~
   2. ~~2.~~ ~~—~~Use Web ~~n~~Notes®, an online documentation system for documentation and billing purposes;
   3. Ensure that all direct occupational/physical therapy services provided to children receiving BOARD Early Intervention Services are proved by Licensed Occupational Therapist or Licensed Physical Therapist. ~~—~~At no time shall PROVIDER utilize a therapy/therapist assistant under this Contract to provide direct services to children in BOARD Early Intervention Services;~~.~~
   4. Consult with families and/or legal guardians, BOARD, Help Me Grow service coordinators and others as needed; at the family home or appropriate environment as designated by the parent;~~.~~
   5. Assist BOARD in implementing or modifying instructional strategies, intervention strategies and follow-up activities;~~.~~
   6. Participate as a member of the interdisciplinary team process;~~.~~

7. Keep electronic documentation of each consultative and therapeutic contact (see section I for documentation requirements)~~.~~;
8. Provide typed reports via mail, email or fax to ~~BOARD or Help Me Grow service coordinator~~the team: (see sections F-H for report requirements)
    a. Within 30 days of initial assessment date
    b. 10 days prior to 180 day review
    c. 10 days prior to annual review
    d. When discharging a ~~client~~ child for any reason including but not limited to, those still needing services, those who no longer need services, those no longer eligible for Early Intervention Services, etc.~~.~~;
9. Implement services in accordance with the written support plan and as authorized on the PAS. ~~—~~Any change in service delivery requires prior notice to BOARD (i.e. frequency, duration, notice to terminate, etc.). ~~-~~An increase in frequency and duration requires prior BOARD approval~~.~~;
10. Provide written goals to ~~Early Intervention~~Developmental Specialist for recommended therapy supplies, equipment, and assistive devices for individuals when indicated through the team process~~.~~;
11. Provide therapy session in the presence of the parent or primary caregiver.
12. Not be required to hold current First Aid and CPR~~.~~; and,
13. At a frequency of at least once every three years, the CEO and each employee, contractor, and employee of a contractor who is engaged in a direct services position shall undergo a criminal background check conducted by BCI which demonstrates that he/she has not been convicted of or pleaded guilty to certain criminal offenses as referenced and set forth in Section .5123.081 of the Ohio Revised Code.

E. Under this agreement BOARD shall:
    1. Consult with PROVIDER, families and/or legal guardians, Help Me Grow service coordinator, or others as needed at the family home or appropriate environment as designated by the parent~~.~~;
    2. Coordinate BOARD-funded Early Intervention Specialized Services; and,~~.~~
    3. Complete a record review prior to each 180 day update to determine assessment status and availability of typed reports (payment for services will be affected if the typed reports are not in the Individual's file).

F. Standardized Initial Assessment Requirements:
    1. Initial Assessments shall be:
        a. The current copyrighted version of the appropriate standardized initial assessment
        b. Typed
    2. Provided automatically to BOARD DS within 30 days of the initial assessment date via mail, email or fax Web Notes® through PSI are not acceptable for assessments. No authorizations for ongoing services shall be put in place until the assessment has been received by BOARD DS. ~~PROVDER~~PROVIDER shall not bill for assessments until ~~they are received by BOARD DS~~BOARD DS receive them.

3. Initial Assessments shall include:
    a. Child's name;
    b. Parent/Guardian's name;
    c. Parent/Guardian's address;
    d. Parent/Guardian's phone number;
    e. Evaluator's name;
    f. Child's date of birth;
    g. Child's chronological age;
    h. Child's corrected age;
    i. Date of assessment;
    j. Name of standardized assessment used including version;
    k. Background information, including medical history;
    l. Evaluator's observations;
    m. Standardized assessment results; and
    n. Evaluator's recommendations.

G. Annual & 180 day progress report requirements for **all** contracted services~~-~~:
1. Progress reports shall be:
    a. Typed; and
    b. Provided automatically to BOARD DS 10 days prior to annual or 180 review via mail, ~~email~~email, or fax. ~~-~~If report is not received by BOARD service authorization will be terminated (Web Notes through PSI are not acceptable for progress reports)
2. Progress reports shall include:
    a. Child's name;
    b. Parent/Guardian's name;
    c. Parent/Guardian's address;
    d. Parent/Guardian's phone number;
    e. Evaluator's name;
    f. Child's date of birth;
    g. Child's chronological age;
    h. Child's corrected age;
    i. Date of assessment;
    j. Summary/statement of progress; and,
    k. Statement of need including recommendations, ~~frequency~~frequency, and duration.

H. Discharge Summary Requirements:
l. Discharge summaries shall be:
    a. Typed; and
    b. Provided automatically to the BOARD DS within ~~30~~ 10 days of the last scheduled session via mail, email or fax (Web Notes® through PSI are not acceptable for discharge summaries).

2. Discharge summaries shall include:
    a. Child's name;
    b. Parent/Guardian's name;
    c. Parent/Guardian's address;
    d. Parent/Guardian's phone number;
    e. Evaluator's name;
    f. Child's date of birth;
    g. Child's chronological age;
    h. Child's corrected age;
    i. Date of discharge;
    j. Reason for discharge;
    k. Summary/statement of progress; and,
    l. Statement of need

I. Documentation Requirements for **all** PROVIDERS:
1. In addition to the requirements outlined in the Master Contract; documentation shall be:
    a. Recorded for each consultative and therapeutic contact;
    b. Electronic documentation entered into *Web ~~n~~Notes®, a free product provided by *Primary Solutions Inc. i~~I~~s not required to be printed and submitted to BOARD.

J. Compensation:
In addition to the compensation information outlined in the Master Contract,~~:~~ Compensation shall be:
    a. ~~-~~Granted to PROVIDER for face-to-face time with the Individual served, this does not include documentation, travel, team meetings, ~~/~~consultation or report writing time unless otherwise written in the support plan.

~~.~~

Attachment D - Behavior Support Consultants

1. A Behavior Support Consultant is required when behavioral support strategies include restrictive measures. ~~the individual's behavior poses a risk to the health and safety of the individual and/or others.~~
2. Behavior Support Consultants must:
   ~~(~~a.~~)~~ Hold professional license(s) or certification(s) issued by the Ohio Board of Psychology; the State Medical Board of Ohio; or the Ohio Counselor, Social Worker, and Marriage and Family Therapist Board; or

   ~~(~~b.~~)~~ Hold a certificate to practice as a certified Ohio Behavior Analyst pursuant to Section 4783.04 of the Ohio Revised Code; or
   ~~(~~c.~~)~~ Hold a bachelor's or graduate-level degree from an accredited college or university and have at least three years of paid, full-time (or equivalent part-time) experience in developing and/or implementing behavioral support and/or risk reduction strategies or plans.
3. The responsibilities of the Behavior Support Consultant are as follows:
   Initial Consult and ~~Written~~ Recommendations: The team will determine the due date for the Consult Assessment Summary and Recommendation ~~consultation report~~ and document the due date in the ~~ISP~~ Service Plan or addendum.
   - Meeting/observation with team/individual/family to review target behaviors and strategies tried up to this point. (review ~~Behavior Support~~Consult Assessment if available)
   - Determine if ~~and what type of plan is needed~~behavioral support strategies are needed and if so, recommend which type
   - Provide rationale for recommendations made
   - Provide Consultant Assessment Summary and Recommendations ~~Written report of recommendations~~ to the team/individual/family

   ~~Plan~~ Strategy Development: to be written and submitted for approval within 30 days of request.
   - Write ~~plan to~~strategies which include all necessary elements according to Chapter 5123 of the Ohio Administrative Code
   - Initial presentation, as needed, for ~~aversive plans~~strategies with restrictive measures for approval to the Human Rights Committee (HRC)
   - Initial staff training for ~~plan interventions~~strategies (or train the trainer), maintain proof of training
   - ~~Plan Implementation and review. For revision and re-submit for approval at least annually or as needed in a timely manner.~~
   - Provide team with written plan, in its entirety, after HRC approval.

   Follow Along
   - Monthly collection and review of behavioral data with the team/individual/family
   - Monthly status report to the Human Rights Committee (~~plan with aversive interventions~~for strategies with restrictive measurers only)
   - Meetings and consultation with team/individual for revision or updates as needed

4. The Behavior Support Consultant is not a typical provider or member of an individual's team but rather a consultant to the team~~.~~ . The team will define the role, ~~communicate with and maintain~~communication with team, and ongoing participation level of the consultant~~.~~ . The cost for the consultant must be preauthorized based on approved limits.

5. The DCBDD is responsible to recruit, set rates and contract with an adequate number of qualified providers to provide choice and meet a variety of needs.

Service	**Rate**
Initial Consult and ~~Written~~ Recommendations	**Up to 16 units based on provider's contracted rate**

Formatted: Indent: Left: 0.25", Hanging: 0.25"

~~Plan with Positive Interventions Development, Training/Implementation~~	~~**Up to 20 units based on provider's contracted rate**~~
~~Plan with Aversive Interventions Development, Training/Implementation~~	~~**Up to 24 units based on provider's contracted rate**~~
Development, Training/Implementation – Strategies with or without restrictive measures	**Up to 24 units based on providers contracted rate**
~~Plan with Positive Interventions Follow Along~~Follow Along – Strategies without Restrictive Measures	**Up to 32 units per year based on provider's contracted rate**
~~Plan with Aversive Interventions Follow Along~~Follow Along – Strategies with ~~Restictive~~Restrictive Measures	**Up to 96 units per year based on provider's contracted rate**

Formatted Table

MASTER CONTRACT SUMMARY AND SIGNATURE PAGE

This instrument verifies agreement with the attached Master Contract and outlined attachments made by and between BOARD and PROVIDER, an independent contract entity.

BOARD
Delaware County Board of Developmental Disabilities
7991 Columbus Pike - Lewis Center, OH 43035
Phone: 740-201-3600

PROVIDER
Steven Griffin, MA CCC-SLP
2960 Atoll Drive - Lewis Center, OH 43035
Phone: 6143701234 Fax:
Email: smgriffi@mevsd.us

CONTRACT TERM:

The provisions of this contract shall become effective on ~~11/09/2015~~ 7/1/2016 and shall remain in force and effect up to and including ~~06/30/2018~~06/30/2019.

CONTRACTED SERVICES:

~~Licensed Therapist Clinic Based (Occupational, Physical and Speech Therapies), $20.75/unit~~

In witness whereof the parties hereto have set their hands.

BOARD REPRESENTATIVE	DATE
PROVIDER REPRESENTATIVE	DATE

INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

OPERS
Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name MI Last Name

Name of Current Employer

STEP 2: Public Employment Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name MI Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature_____ Today's Date____/____/____

Do not print or type name

Special Olympics Ohio

Delaware County

April 1, 2016

Kristine Hodge
Superintendent
Delaware County Board of DD
7991 Columbus Pike
Lewis Center, OH 43035

Dear Kris,

DCBDD has been so kind to Special Olympics of Delaware County by supporting us in so many ways. I am so grateful to have an office and storage space for all of our equipment and uniforms. Your staff has been very supportive to me as I learn my new role as the local coordinator of Special Olympics of Delaware County. It has been such a comfort to me to be surrounded by a great group of people.

As Delaware County has grown, so has Special Olympics of Delaware County. We currently have 253 athletes participating in 11 sports throughout the year. We are funded through donations, grants and fundraising through the year. We would not exist without the expertise, time, and enthusiasm of our volunteers. They are on the sports field coaching athletes, behind the scenes making sure events run properly, and giving and receiving more high fives than they can count. With the help of volunteers and donors we are able to provide opportunities in an inclusive culture that focuses on athletic excellence, rewards determination, emphasizes health, and celebrates personal achievement. Our athletes gain strength, confidence, inspiration, and make lifelong friends. SODC is more than athletics, it is an organization that brings together athletes, coaches, families, and friends and proves that when other people accept, encourage and support you anything is possible.

We are planning for the 2016 Summer Games this June 24-26, 2016 at the Ohio State University. Our athletes look so forward for this and it is an honor to be chosen to go to Summer Games. Special Olympics of Ohio gives us a quota for how many athletes that we can take. This year the number that they gave us is 41 and we plan to take close to that number of athletes. We will also be taking coaches and need to maintain a 3:1 ratio. Attached is our estimated amount of $8752.00 to cover the expenses this year. This is one of our biggest expenses on our budget. We would like to ask DCBDD for a grant that can be used to cover the expenses of Summer Games. Please know that any support in covering these expenses will be greatly appreciated. We thank you for the support that you have already given to us and are grateful for the consideration of our proposal of a grant.

Sincerely,

Jen Hall
Local Coordinator of Delaware County

Special Olympics Ohio

Delaware County

2016 Estimated Summer Games Expenses

Entry Fees	40 athletes- $140 per person	$5600
	3:1 Ratio- 14 Coaches- $140 per person	$1960
T-shirts	54 T-shirts for athletes/coaches- $8	$432
Transportation	Estimated for Opening Ceremony	$160
Food/Drink	Est. Saturday Night Pizza/snacks/drinks for the day and for dorm	$450
Miscellaneous	Uniform bags, cleaning supplies, first aid, coaches notebooks, pens, etc.	$150
Total		**$8752.00**

Delaware County Board of Developmental Disabilities
Leading the way

Recommendations for PR & Communications Pro-Card Limits

- Daily Transactions 10
- Monthly Transactions 20
- Daily Spending $ 2,000
- Monthly Spending $ 5,000
- Single Transaction $ 2,000

CARDHOLDER APPLICATION FOR COUNTY PROCUREMENT CARD PROGRAM

Original _____ **Amended** _____ **Department/Office** _____

Name _____ **Department Coordinator** _____

Daily spending per card: _____ (not to exceed $ 5,000)
Monthly spending per card: _____ (not to exceed $10,000)
Single transaction limit: _____ (not to exceed $ 5,000)
Daily number of transactions per card: _____ (not to exceed 10)
Monthly number of transactions per card: _____ (not to exceed 50)

Last 4 digits in SSI No: _____ Primary Org Key: _____

Email Address: _____

CARDHOLER ACKNOWLEDGEMENT

The Procurement card represents the County's trust in you. You are empowered as a responsible agent to safeguard County assets. Improper use of this card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment and/or criminal prosecution. Your signature below verifies that you have read and understand the County and agency policies and procedures and agree to comply with all the terms and conditions of these policies as well as with all the following responsibilities.

1. I understand the card is for County-approved purchases only, and I agree not to charge personal purchases. I understand that all charges will be billed directly to and paid directly by the County. The bank cannot accept any monies from me directly. Therefore, any personal charges billed to the County could be considered misappropriation of County funds.
2. The card is issued in my name. I will not allow any other person to use the card. I am accountable for any and all charges against the card.
3. If the card is lost or stolen, I will immediately notify the card issuer by telephone. I will provide the card issuer written notification by mail or fax, with copies to the County Auditor's office and my agency coordinator.
4. As the card is County property, I understand that I am required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card to validate its existence and account number.
5. I will receive a monthly statement listing all activity during the statement period and will attach the related original receipts. I will resolve any discrepancies by contacting the vendor first, and then involving the County Auditor's office, when necessary. I understand that I will be personally liable for any purchases if I cannot provide the original receipt.
6. I understand the card is not provided to all employees. Assignment is based on my need to pay for work-related expenses. My card may be revoked at any time and for any reason. I understand that the card is not an entitlement, nor reflective of title or position.
7. I agree to surrender the card immediately upon termination of employment, **whether** voluntary or involuntary reasons and upon retirement.

_____ Authorized by: _____
Employee Signature Department/Office Supervisor

Authorized by: _____ Authorized by: _____

Authorized by: _____ Authorized by Resolution Number: _____

8. I have received the procurement card and a copy of the County's policies and procedures for the procurement card program. I have read and fully understand the program requirements and agree to follow them. Failure to do so may result in revocation of the card or other disciplinary action, up to and including termination of employment and/or criminal prosecution.

Date: _____ Card Number: _____ Employee Initials _____

Auditor's Office _____

Proposed Self-Advocacy Grant

Delaware County Board of Developmental Disabilities

The Delaware County Board of Developmental Disabilities (DCBDD) believes that individuals with intellectual and/or developmental disabilities have the right to express their opinions and make decisions in matters that impact their lives. DCBDD is committed to making self-advocacy a priority and will consider providing grant funding to organizations that empower individuals with intellectual and/or developmental disabilities to act as self-advocates.

DCBDD recognizes the importance of partnering with self-advocacy groups to strengthen and enhance self-advocacy within the community. The purpose of the grant is to help with costs related to advocacy projects, training or education opportunities that help individuals become stronger, more effective self-advocates, and outreach/awareness activities in the community.

Grants are funded from local tax dollars and are limited to $5,000 per applicant. Applications will be accepted at any time. Please complete the application on the attached page. A decision on fully completed applications will be made within thirty days by the Board and will be dependent on available funds and information submitted with the application.

The total award for all grants for Self-Advocacy in any given calendar year is $15,000. Applicants may apply for more than one grant in a calendar year as long as the combined annual grant request for that year does not exceed $5,000.

If you have any questions, please contact Kristine Hodge, Superintendent, Delaware County Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center OH 43035; telephone/fax (740) 201-5800.

DRAFT

SELF - ADVOCACY GRANT APPLICATION

Organization _____

Address _____

City _____ **State** _____ **Zip** _____

Contact Person _____ **Telephone** _____

Description of Project: (Attach information regarding how request promotes self-advocacy.)

Total Estimated Cost **$**_____

Applicant Match **$**_____

Grant Request **$**_____ **Not to exceed $5,000.00**

Signature of Applicant _____ **Date** _____

Approval of Project _____ **Date** _____

DRAFT

Delaware County Board of Developmental Disabilities
Leading the way

April 21, 2016

RE: Informal Requests for Proposals
Strategic Plan

The Delaware County Board of Developmental Disabilities (DCBDD) is now accepting informal requests for proposals for our agency strategic planning. DCBDD desires to formulate a strategic plan that encompasses all of our stakeholders and provides an opportunity to enhance our current strengths and move forward in initiatives that focus on the best outcomes for people served.

DCBDD is unique in our approach to services and supports. Having privatized both our adult services and school programs many years ago, our focus and core functions include service and support administration, early intervention and administration of the Help Me Grow program. We serve over 2,500 individuals with developmental disabilities and their families in our community. Approximately 80% of those we currently serve are under the age of 22.

Interested parties are asked to submit their detailed proposal with timeline and cost projection, past experience with strategic planning, and references to Superintendent Kristine Hodge at Kristine.hodge@dcbdd.org. Please submit your letter of interest and proposal no later than Friday, May 6, 2016.

Thank you.

Sincerely,

Kristine Hodge
Superintendent

Delaware Creative Housing

Serving Alternative Housing Needs

April 11, 2016

Kristine Hodge
Superintendent
Delaware County Board of Developmental Disabilities
7991 Columbus Pike
Lewis Center, Ohio 43035

Subject: Audit Fees

Dear Kris:

One of the requirements of the County is that we provide them with an audited financial by March 31st. Since 2009 DCBDD has graciously contributed 65-70% of the total audit cost for DCH and as such we are requesting a contribution of 65% or $6,532.50 of the total audit cost of $10,050.00. Delaware Creative Housing will pay the balance. I have attached a copy of the audit bill for your records.

If you have any questions, please let me know.

Sincerely,

Patti Laney
Executive Director

attachment

437 Dunlap Street • Delaware, OH 43015 • 740.368.5803 • 740.362.2477 Fax
www.delawarecreativehousing.com

HEMPHILL WRIGHT & ASSOCIATES, INC

INVOICE

March 15, 2016

Patti Laney, Executive Director
Delaware Creative Housing
437 Dunlap Street
Delaware, Ohio 43015

FOR PROFESSIONAL SERVICES RENDERED:

Final billing in connection with financial and compliance audit of Delaware Creative Housing for the year ended December 31, 2015.

Current Amount Due	$ 10,050.00
Less: Retainer	(000.00)
Total Amount Due:	**$ 10,050.00**

Invoice payable upon presentation.

470 Olde Worthington Rd, Ste. 200 • Westerville, Ohio 43082
of. (614) 410.6850 • fx. (614) 410.6899

6100 Oak Tree Blvd, Ste. 200 • Independence, Ohio 44131
of. (216) 541.0090 • fx. (216) 452.9151

DELAWARE CREATIVE HOUSING, INC.

Consolidated Financial Statements
For the Years Ended December 31, 2015 and 2014

DELAWARE CREATIVE HOUSING, INC.

TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	1-2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statements of Net Position	3
Consolidated Statements of Revenues and Expenses and Changes in Net Position	4
Consolidated Statements of Cash Flows	5-6
Notes to Consolidated Financial Statements	7-14
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Consolidated Financial Statements Performed in Accordance with *Government Auditing Standards*	15-16

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Delaware Creative Housing, Inc.
Delaware, Ohio

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Delaware Creative Housing, Inc. (Organization), a nonprofit Organization and component unit of Delaware County, Ohio, which comprise the consolidated statements of net position as of December 31, 2015 and 2014, and the related consolidated statements of revenues and expenses and changes in net position and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

470 Olde Worthington Rd, Ste. 200 • Westerville, Ohio 43082
of. (614) 410.6850 • fx. (614) 410.6899

6100 Oak Tree Blvd, Ste. 200 • Independence, Ohio 44131
of. (216) 541.0090 • fx. (216) 452.9151

INDEPENDENT AUDITOR'S REPORT
(Continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2015 and 2014, and the changes in its net position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated March 10, 2016, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Hemphill Wright & Associates, Inc.

Westerville, Ohio
March 10, 2016

470 Olde Worthington Rd, Ste. 200 • Westerville, Ohio 43082
of. (614) 410.6850 • fx. (614) 410.6899

6100 Oak Tree Blvd, Ste. 200 • Independence, Ohio 44131
of. (216) 541.0090 • fx. (216) 452.9151

DELAWARE CREATIVE HOUSING, INC.
CONSOLIDATED STATEMENTS OF NET POSITION
DECEMBER 31, 2015 and 2014

	2015	2014
ASSETS		
Current Assets		
Cash	$ 237,414	$ 235,511
Due from Primary Government	1,984	-
Receivable - Affiliate	11,228	6,593
Accounts Receivable - Other	4,525	3,443
Prepaid Expenses	24,329	19,227
Total Current Assets	279,480	264,774
Capital Assets, Net (Note 4)	6,011,594	5,669,390
TOTAL ASSETS	$ 6,291,074	$ 5,934,164
LIABILITIES AND NET POSITION		
Current Liabilities		
Accounts Payable and Accrued Expenses	$ 123,263	$ 147,370
Accrued Payroll and Payroll Taxes	8,391	10,667
Line of Credit	10,511	11,678
Landlord Subsidy Deposits	40,000	40,000
Unearned Revenue	21,965	-
Current Portion of Deferred Inflows of Resources	45,716	46,246
Tenant Deposits	25,384	22,838
Current Portion of Long-Term Debt (Notes 6 and 10)	54,598	52,438
Total Current Liabilities	329,828	331,237
Long-Term Debt (Notes 6 and 10)	595,136	649,371
Long-Term Portion of Deferred Inflows of Resources	480,001	525,715
TOTAL LIABILITIES	1,404,965	1,506,323
NET POSITION		
Total Unrestricted	(475,749)	(539,740)
Invested in Capital Assets, Net of Related Debt	5,361,858	4,967,581
TOTAL NET POSITION	4,886,109	4,427,841
TOTAL LIABILITIES AND NET POSITION	$ 6,291,074	$ 5,934,164

DELAWARE CREATIVE HOUSING, INC.
CONSOLIDATED STATEMENTS OF REVENUES AND EXPENSES
AND CHANGES IN NET POSITION
FOR THE YEARS ENDED DECEMBER 31, 2015 and 2014

	2015	2014
OPERATING REVENUES		
Government Grants	$ 605,186	$ 273,390
Rental Income	393,787	379,790
Rental Subsidies	89,127	91,066
Other Income	197,978	181,605
TOTAL OPERATING REVENUES	1,286,078	925,851
OPERATING EXPENSES		
Administrative	441,901	422,529
Environmental Modifications	823	1,580
Utilities	4,444	14,012
Taxes and Insurance	86,760	93,587
Depreciation and Amortization	146,663	144,336
Maintenance and Repairs	121,196	118,283
Interest	26,114	27,782
TOTAL OPERATING EXPENSES	827,901	822,109
OPERATING INCOME	458,177	103,742
NONOPERATING REVENUE (EXPENSES)		
Interest Revenue	91	123
TOTAL NONOPERATING REVENUES	91	123
Change in Net Position	458,268	103,865
Net Position at Beginning of Year	4,427,841	4,323,976
Net Position at End of Year	$ 4,886,109	$ 4,427,841

DELAWARE CREATIVE HOUSING, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 and 2014

	2015	2014
Cash Flows from Operating Activities		
Government Grants Received	$ 551,241	$ 236,952
Rental Income Received	418,298	379,790
Rental Subsidies Received	89,127	91,066
Other Income Received	194,978	181,605
General and Administrative Expenses Paid	(712,723)	(665,962)
Net Cash Provided by Operating Activities	540,921	223,451
Cash Flows from Investing Activities		
Interest Earned	91	123
Proceeds from the Sale of Property and Equipment	3,000	56,960
Purchase of Property and Equipment	(488,867)	(134,166)
Net Cash Used in Investing Activities	(485,776)	(77,083)
Cash Flows from Financing Activities		
Payments on Debt	(52,075)	(49,815)
Payments on Line of Credit	(1,167)	(1,291)
Net Cash Used in Financing Activities	(53,242)	(51,106)
Net Change in Cash	1,903	95,262
Cash at Beginning of Year	235,511	140,249
Cash at End of Year	$ 237,414	$ 235,511

DELAWARE CREATIVE HOUSING, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 and 2014

	2015	2014
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Net Operating Income (Loss)	$ 458,177	$ 103,742
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities		
Depreciation and Amortization	146,663	144,336
Grant Forgiveness	(45,714)	(45,714)
Loss on Sale of Property and Equipment	(3,000)	13,418
(Increase) Decrease in Receivables	(7,701)	9,411
Decrease in Prepaid Expenses	(5,102)	(19,148)
Increase (Decrease) in Accounts Payable and Accrued Expenses	(24,107)	16,001
Decrease in Accrued Payroll and Payroll Taxes	(2,276)	1,540
(Decrease) Increase in Deferred Inflows of Resources	21,435	(202)
Increase (Decrease) in Tenant Deposits	2,546	67
Net Cash Provided by Operating Activities	$ 540,921	$ 223,451

NOTE 1 - ORGANIZATION

The consolidated financial statements include the accounts of Delaware Creative Housing, Inc. and Creative Living Systems, Inc.

Delaware Creative Housing, Inc. (DCH) provides persons with developmental disabilities with housing and housing services specially designed to meet their physical, social, and psychological needs and to promote their health, security, happiness, and usefulness in longer living.

Creative Living Systems, Inc. (CLS) provides property management and housing for developmentally disabled individuals with physical, social, and psychological special needs outside of Delaware County.

The Organizations are served by a board of trustees consisting of seven at-large representatives. The Delaware County Board of Developmental Disabilities (DCBDD) intends to finance any operating deficits incurred by the Organization and, in the case of dissolution, would receive all assets remaining after the payment of liabilities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies consistently applied by management in the preparation of the accompanying consolidated financial statements follows:

Principles of Consolidation

The consolidated financial statements include the accounts of Delaware Creative Housing, Inc. and Creative Living Systems, Inc. Intercompany accounts and transactions have been eliminated in the consolidation.

Basis of Accounting

The financial statements of Delaware Creative Housing, Inc. have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting and the economic resources measurement focus, whereby revenues and expenses are recognized in the period earned or incurred. All transactions are accounted for in a single enterprise fund.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Organization applies all relevant GASB pronouncements, except the Management's Discussion and Analysis (MD&A), which accounting principles generally accepted in the United States have determined is necessary to supplement the financial statements. Delaware Creative Housing, Inc. is not required to supplement the financial statements with an MD&A as it is a component unit of Delaware County.

Change in Accounting Principles

The accompanying financial statements comply with the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 61, *The Financial Reporting Entity: Omnibus - an amendment of GASB Statements No.14 and No.34.* This statement requires that financial statements of the reporting entity include all of the organizations, activities, functions, and component units for which the reporting entity is financially accountable. Financial accountability is defined as the appointment of a voting majority of the component unit's board and either (1) the reporting entity's ability to impose its will over the component unit, or (2) the possibility that the component unit will provide a financial benefit to, or impose a financial burden on the reporting entity. The Organization does not have financial accountability over any entities. The financial statements of the Organization are included within Delaware County's "Reporting Entity," because the County can impose its will on the Organization, and there is a financial benefit or financial burden relationship between the County and the Organization.

Pursuant to GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements,* the Organization follows GASB guidance as applicable to proprietary funds and Financial Accounting Standards Board (FASB) and Interpretations Accounting Principles, Board Opinions and Accounting Research Bulletins issued on or before November 30, 1989 that do not conflict with or contradict GASB pronouncements. The Organization has elected to follow GASB guidance rather than FASB guidance issued after November 30, 1989.

GASB Statement No. 63 identifies net positions, rather than net assets, as the residual of all other elements presented in a statement of financial position. There was no effect on beginning net position/fund balance.

GASB Statement No. 65 properly classifies certain items that were previously reported as assets and liabilities as deferred outflows of resources or deferred inflows of resources or recognizes certain items that were previously reported as assets and liabilities as outflows of resources (expenses or expenditures) or inflows of resources (revenues). These changes were incorporated in the 2014 financial statements; however, there was no effect on beginning net position/fund balance.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of bank failure, the Organization's deposits may not be returned to it. As of December 31, 2015 and 2014, none of the Organization's bank balance was exposed to custodial credit risk.

Allowance for Doubtful Accounts

The Organization performs ongoing credit evaluations of its clients and generally does not require collateral. Provisions are made for estimated uncollectible accounts receivable. The Organization's estimate of the allowance is based on historical collection experience, a review of the current status of trade receivables and judgment. Accounts receivable are generally due within 30 days after billing and are determined to be past due or delinquent when collection is not received by the due date. Decisions to charge off receivables are based on management's judgment after consideration of facts and circumstances surrounding potential uncollectible accounts. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. There was no allowance for doubtful accounts as of December 31, 2015 and 2014.

Capital Assets

It is the Organization's policy to capitalize capital assets over $3,000. Capital assets are recorded at cost. The cost of maintenance and repairs is charged against results of operations as incurred. Capital assets are depreciated using the straight-line method over the estimated useful lives of the related assets.

Income Taxes

The Organization was formed as a not-for-profit organization and is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is not classified as a private foundation. The Organization's federal exempt organization tax returns are subject to examination by the Internal Revenue Service, generally for three years after they are filed.

Subsequent Events

Generally accepted accounting principles define subsequent events as events or transactions that occur after the statement of financial position date, but before the financial statements are issued or are available to be issued. Management has evaluated subsequent events through March 10, 2016, the date on which the financial statements were available to be issued.

NOTE 3 - BUDGET

The Organization is not legally required to prepare and does not prepare a budget. Therefore, the presentation of a budgetary comparison as required by Government Accounting Standards Board (GASB) is not presented in these consolidated financial statements.

NOTE 4 - CAPITAL

Capital asset activity for the year ended December 31, 2015 and 2014 was as follows:

At December 31, 2015	2014	Additions/ Transfers	Disposals/ Transfers	2015
Depreciable Capital Assets:				
Buildings	$3,655,444	$ -	-	$3,655,444
Building Improvements	133,285	10,993	-	144,278
Creative Living Systems, Inc.	1,866,565	474,875	-	2,341,440
Furniture and Equipment	17,240	2,999	-	20,239
Vehicles	82,790	-	(6,800)	75,990
Accumulated Depreciation	(979,878)	(146,664)	6,800	(1,119,742)
Total Depreciable Capital Assets	4,775,446	342,204	-	5,117,649
Land	893,944	-	-	893,944
Total Capital Assets, Net	$5,669,390	$342,204	-	$6,011,594

At December 31, 2014	2013	Additions/ Transfers	Disposals/ Transfers	2014
Depreciable Capital Assets:				
Buildings	$3,655,474	$ -	$ (30)	$3,655,444
Building Improvements	128,191	5,064	30	133,285
Creative Living Systems, Inc.	1,813,062	124,103	(70,600)	1,866,565
Furniture and Equipment	12,241	4,999	-	17,240
Vehicles	82,790	-	-	82,790
Accumulated Depreciation	(835,764)	(144,336)	222	(979,878)
Total Depreciable Capital Assets	4,855,994	(10,170)	(70,378)	4,775,446
Land	893,944	-	-	893,944
Total Capital Assets, Net	$5,749,938	$(10,170)	$ (70,378)	$5,669,390

NOTE 5 - TRANSACTIONS WITH DELAWARE COUNTY

The Delaware County Board of Developmental Disabilities (DCBDD) provides a significant amount of support to the Organization in the form of rental subsidies, housing grants and program grants. This support approximated $389,981 and $443,736 in 2015 and 2014, respectively. These transactions are reported on the Consolidated Statements of Revenues and Expenses and Changes in Net Assets. A significant reduction in the level of this support, if it were to occur, could have an adverse effect on the Organization's programs and activities.

NOTE 6 - TERM DEBT

Term debt activity for the year ended December 31, 2015 was as follows:

At December 31, 2015	2014	Additions	Principal Repayment	2015	Interest Rate / Maturity Date / Collateral	Amounts Due in Less Than One Year
Mortgage Note - 1	$ 681,652	$ -	$44,085	$637,567	3.50 % June 2027 Building	$46,017
DCH Vehicle Note - 1	13,257	-	5,677	7,580	5.60 % February 2017 Vehicle	6,003
	$694,909	$ -	$49,762	$645,147		$ 52,020

Principal payments due are as follows:

Year Ending December 31	Amount
2016	52,020
2017	49,230
2018	49,348
2019	51,103
2020	52,921
Thereafter	390,525
	$645,147
Less: Current Portion	(52,020)
Long-Term Portion	$593,127

NOTE 7 - REFUNDABLE ADVANCE

During the year ended December 31, 2007, the Organization received an advance of $800,000 from the Delaware County Board of Developmental Disabilities (DCBDD). These proceeds were used to purchase property. In consideration for the advance the Organization has agreed to provide rehabilitation services for a period of 20 years. The advance will be recognized as revenue over the 20-year period. As of December 31, 2015 and 2014 the balance remaining under this advance is $525,714 and $571,429, respectively. The revenue will be recognized as follows:

Year Ending December 31	Amount
2016	45,714
2017	45,714
2018	45,714
2019	45,714
2020	45,714
Thereafter	297,144
	$525,714

As of December 31, 2015 and 2014 $45,714 and $45,714 are reported as grant revenue on the consolidated statements of revenues and expenses and changes in net assets.

NOTE 8 - COMMITMENT AND CONTINGENCIES

Effective October 31, 2013, Creative Living Systems, Inc. entered into an "agreement to hold property" with the Miami County Board of Developmental Disabilities (MCBDD). This agreement allows the Organization to hold title to the land on behalf of MCBDD and operate the properties for the benefit of persons with disabilities. In accordance with the contract between the MCBDD and Creative Living Systems, Inc. the MCBDD maintains a collateralized interest in all land and buildings through mortgage notes on the various properties. Repayment of the notes is not required as long as the housing remains available to eligible persons.

Upon termination of the agreement, the properties revert back to MCBDD or another non-profit housing corporation of MCBDD's choosing.

In accordance with the Master Contract between the Miami County Board of Developmental Disabilities (MCBDD) and Creative Living Systems, Inc., the MCBDD maintains a collateralized interest in all land and buildings through mortgage notes on the various properties. Repayment of the notes is not required as long as the housing remains available to eligible persons. These mortgage notes approximate $1,248,000 and expire at various dates. Upon termination of the agreement, the properties revert back to MCBDD or another non-profit housing corporation of MCBDD's choosing.

NOTE 8 - COMMITMENT AND CONTINGENCIES (continued)

In accordance with the Master Contract between the Delaware County Board of Developmental Disabilities (DCBDD) and Delaware Creative Housing, Inc., the DCBDD maintains a collateralized interest in all land and buildings through mortgage notes on the various properties. Repayment of the notes is not required as long as the housing remains available to eligible persons. These mortgage notes approximate $644,000 and expire at various dates. Upon termination of the agreement, the properties revert back to DCBDD.

In accordance with the Contract between the Ohio Department of Mental Retardation and Developmental Disabilities (ODMRDD) and Delaware Creative Housing, Inc., the ODMRDD maintains a collateralized interest in all land and buildings through mortgage notes on the various properties. Repayment of the notes is not required as long as the housing remains available to eligible persons. These mortgage notes on the Community Housing Improvement Program (CHIP) funds approximate $193,000 (Delaware County) and expire at various dates.

NOTE 9 - RELATED PARTY

Delaware Creative Housing, Inc., a related party, manages Delaware Creative Housing, HUD I & II, Inc. Delaware Creative Housing, Inc. provides ongoing support staff to the Organizations and, as a result, received a management fee of $78,757 and $76,625 in 2015 and 2014, respectively. The Organizations owed Delaware Creative Housing, Inc. approximately $11,228 and $6,593 at December 31, 2015 and 2014, respectively.

NOTE 10 - CAPITAL LEASE

Capital lease obligations consisted of the following as of December 31:

	2015	2014
Capital lease obligation, final payment due February 2017, with purchase option at end of lease. (MT Business Technologies)	$4,587	$6,899

NOTE 10 - CAPITAL LEASE (Continued)

Future minimum lease payments under the capital lease obligations for each of the next four years are as follows:

Year Ending December 31,	Amount
2016	2,578
2017	2,009
Total	4,587
Less: Current Portion	(2,578)
Long-Term Portion	$ 2,009

The following is an analysis of the leased assets included in property and equipment as of December 31:

	2015	2014
Leased Equipment	$12,241	$ 12,241
Less: Accumulated Depreciation	(9,127)	(6,678)
Net Carrying Amount	$3,114	$ 5,563

Amortization of assets held under capital leases is included with depreciation expense. Also, capital lease obligations are included in long-term debt on the statement of net assets.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Delaware Creative Housing, Inc.
Delaware, Ohio

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Delaware Creative Housing, Inc. (Organization) (a nonprofit organization), which comprise the consolidated statement of net assets as of December 31, 2015, and the related consolidated statements of revenues and expenses and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 10, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

470 Olde Worthington Rd, Ste. 200 • Westerville, Ohio 43082
of. (614) 410.6850 • fx. (614) 410.6899

6100 Oak Tree Blvd, Ste. 200 • Independence, Ohio 44131
of. (216) 541.0090 • fx. (216) 452.9151

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*
(continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hemphill Wright & Associates, Inc.

Westerville, Ohio
March 10, 2016

470 Olde Worthington Rd, Ste. 200 • Westerville, Ohio 43082
of. (614) 410.6850 • fx. (614) 410.6899

6100 Oak Tree Blvd, Ste. 200 • Independence, Ohio 44131
of. (216) 541.0090 • fx. (216) 452.9151

Delaware Creative Housing, Inc. and Creative Living Systems, Inc.
Detail of Accumulated Depreciation
12/31/15

	2014 Beginning	Additions/ Transfers	Disposals/ Transfers	2015 Ending
Building	(777,016)	(91,388)		(868,404)
Building Improvements	(83,348)	(4,794)		(88,142)
Creative Living Systems - Bldgs	(40,964)	(38,455)		(79,419)
Furniture & Equipment	(7,345)	(3,623)		(10,968)
Vehicles	(71,205)	(8,403)	6,800	(72,808)
Total	(979,878)	(146,664)	6,800	(1,119,742)

Automation System Policy

Delaware County Board of Developmental Disabilities

Reviewing Department	Board Resolution #	Effective Date	Board Review Date	Next Review Date
Information Systems	15-03-09	March 20, 2015	March 19, 2015	March 2016

Overview

The Delaware County Board of Developmental Disabilities (DCBDD) intentions for publishing an Automation System Policy is not to impose restrictions that are contrary to the DCBDD established culture of openness and trust. The Information Systems Department is committed to protecting the DCBDD's employees, clients, providers and the agency from illegal or damaging actions by individuals, either knowingly or unknowingly. Internet and Intranet are related systems including but not limited to computer equipment, software, operating systems, printers, scanners, projectors, televisions, copiers, storage media, cell phones, e-mail accounts and World Wide Web browsing are the property of DCBDD. These systems are to be used solely for agency purposes in the course of normal business operations and the use of DCBDD owned systems for personal or commercial purposes is strictly forbidden. All users of the automation system are responsible for seeing that these information systems contained within the automation system are used in an effective, efficient, ethical and lawful manner. All employees will strictly adhere to all Federal and State laws regarding copyright, trademarks and patents when using the agency's automation system.

Effective security is a team effort involving the participation and support of every DCBDD employee and the agency who deals with DCBDD information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly. DCBDD owned equipment assigned to an employee and in the personal possession of the employee for business use (i.e. cell phone, laptop, etc.) that is lost, stolen, or damaged shall be reported immediately to the Information Systems Director. It is the sole responsibility of the employee to reimburse the DCBDD the cost of repairs or the full purchase price to replace these items should they not be repairable.

Purpose

The purpose of this policy is to outline the acceptable and unacceptable use of the automated equipment owned by the DCBDD. These rules are in place to protect the employees and the DCBDD. Inappropriate use exposes the DCBDD to risks including virus attacks; Malware may compromise network system services and may lead to legal issues. If a DCBDD employee is aware of any infraction it is that employees' responsibility to inform the Information Systems Director, who will in turn investigate the violation and take appropriate action.

Scope

This policy applies to employees, consultants, providers, and other workers at the DCBDD, including all personnel affiliated with third parties who utilize the DCBDD automated systems. This policy applies to all equipment that is owned, leased, purchased by, or in the possession of the DCBDD.

Confidentiality/Security (HIPAA)

The confidentiality of any information stored, created, received or sent over the e-mail system or through Internet access cannot be guaranteed. To the extent feasible, users should therefore avoid transmitting confidential information over the e-mail system or through Internet access. If electronic protected health information about an

individual with a developmental disability or other individual on whose behalf services are sought from or provided through DCBDD or an associated agency must be so transmitted, users should avoid using the consumer's full name the name of a consumer must never appear in the subject line of an e-mail message to promote confidentiality. All e-mails created or transmitted by a user must have a "Private and Confidential" disclaimer appended to the e-mail, and all users shall verify e-mail addresses to which confidential information is to be sent prior to that transmission.

Automation System Use:

It is the intent of the DCBDD to provide access to specific portions of the automated system to any associated agencies or persons for the purpose of creating and/or accessing electronic data so long as it conforms to the DCBDD's mission. This policy applies to all individuals accessing the DCBDD's automation system. Again, the use of the automation system for *personal* or *commercial* purposes is *forbidden.* All agency email is stored on servers and included in daily backups, simply for the fact that it is considered a public record. Personal email correspondence is forbidden using a DCBDD.org email address. Again, all employees will strictly adhere to all Federal and State laws regarding copyright, trademarks and patents when using the agency's automation system.

Hardware:

The ISDPT will procure, assign, and maintain all equipment associated with the automated system. The ISDPT will maintain a record of each piece of equipment stating the item, serial number, configuration, ownership, physical location, and user assignment. All new equipment purchases will be of the most current and cost effective technology. The ISDPT will dispose of outdated equipment using procedures established by Delaware County.

Software:

The ISDPT will procure, assign, install, manage and maintain all software associated with the automated system. The DCBDD will use standardized and task specific software based on user classification and position description duties. Software that is not owned or approved prior to installation is *not* approved and will be strictly *prohibited* from being installed on DCBDD owned automated systems. This includes, but is not limited to, games, pictures, screensavers, etc. Not only is it illegal to install software on more than one machine, but also unapproved software has a potential for infecting the automation system with viruses and other types of malicious software. The DCBDD does not condone nor will tolerate "piracy" of software. DCBDD employees having non-approved software installed on their assigned workstations are subject to disciplinary action as outlined in the DCBDD personnel manual. The ISD will endeavor to ensure all same-type software is of the same version release to eliminate compatibility problems.

Intranet:

The core of the Intranet is a series of servers located within the information systems office. The ISDPT will maintain the servers and all associated hardware and software. Workstations within the building will be attached to the servers through a system of cables, switches and routers.

Data Storage:

All DCBDD related data will be stored on the servers in the appropriate directories. Directories will be established based on a general consensus of the DCBDD administration team. It is highly recommended that data be stored in annual directories where appropriate. The effective use of directories will ensure easy file storage, retrieval, and integrity. No more than five years of data will be stored on the servers. Data older than five years will be archived and stored with an off-site storage vendor. The ISDPT is not responsible for data stored on workstations local hard drive (commonly known as the "C") drive as this data is not stored on the servers and is not in the back-up schema.

Data Backup:

The ISDPT will ensure daily backups of all data stored on the servers utilizing current storage software and robust techniques. Daily backups will be encrypted, sent via a secure Internet circuit and stored at an off-site location. The backup of data stored on individual workstations local hard drives will be the sole responsibility of the assigned user. It is highly recommended that all DCBDD related data be stored on the servers to ensure back-up integrity.

Security:

Every user that has a need to access the DCBDD Intranet will be assigned a user name and password by the ISDPT which adheres to Microsoft Server password complexity requirements. The user name of each employee will determine which directories and data each user will access. These user names will also determine what permission level the user has to each file, i.e. (create, modify, delete, or read only). The DCBDD administrative team will determine data access authorization. All laptop users will utilize a data encryption program on local hard drives which will make the hard drive useless if stolen. The DCBDD also has a series of access control card panels which allow employees to gain or restrict access to certain portions of the building. Cameras are located throughout the interior and exterior of the DCBDD and all movement is recorded to the DCBDD servers, which is then stored at the DCBDD's off-site storage location.

Virus Protection:

All workstations and the servers will have virus protection software installed. It is recommended that files from the Internet be downloaded only if *absolutely* necessary and these programs must be approved by the ISD *prior* to downloading. Files from other computer systems or alternative storage media, such as "thumb drives," will be scanned for viruses and malicious software by the ISDPT before being copied to the DCBDD automated system. It is the assigned user's sole responsibility to inform the ISDPT that alternative media contains data that must be scanned for malicious software.

Use of Automation System for Non-DCBDD Business:

Reference should be made to the DCBDD's policy for "Use of Copiers for Non-DCBDD Business" for any printing or copying of material from the automation system. (This specific policy is located in the DCBDD Personnel Manual.) The MFP's are also equipped with a hard drive over write procedure to ensure that any saved data on the internal hard drives are completely free from private information on a daily basis.

Internet:

The Internet is a worldwide resource containing a vast amount of information. The DCBDD has determined that this valuable tool will assist in the accomplishment of the DCBDD's mission. Therefore, the DCBDD will contract with an Internet provider for access to the Internet. The DCBDD utilizes firewalls and protocol filters that inhibit the use of websites that do not adhere to the DCBDD mission statement. All internet activity is tracked, monitored and stored on an on-going basis.

Network Etiquette:

All users must abide by the rules of proper Network Etiquette. Among the uses and activities that violate Network Etiquette and constitute a violation of this policy are the following:

(a) Using inappropriate language, including swearing, vulgarities or other language that is suggestive, obscene, profane, abusive, belligerent, harassing, defamatory or threatening.

(b) Using the Network to make, distribute or redistribute jokes, stories or other material that would violate DCBDD's harassment or discrimination policies, including material that is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, sexual orientation or other protected characteristics.

(c) Using the Network in a manner inconsistent with the professional expectations of a DCBDD employee. When using the Network, users should remember that they are representing DCBDD each time the account is used and that they are often creating documents that may be seen by the public. Communications on the Network need not be formal, but must be professional in appearance and tone.

VOIP Telephone System:

Voice Over Internet Protocol, a system of hardware and software that enables people to use the internet as the transmission source for telephone signal. The DCBDD utilizes a Shoretel VOIP telephony system, which is integrated with Microsoft Outlook.

Fax Server:

The DCBDD has integrated faxing into the VOIP phone system enabling senders and receivers of faxes to receive and transmit faxes from their computers.

Access Control System:

The DCBDD has an access control system that uses each employee's identification badge to permit or deny access to the 22 different doors through the location.

~~**Social Media:**~~

~~1. For purposes of this policy: social networking includes communicating through a computer, mobile phone, or other device to an on-line network of contacts using a program established by a social networking site or social media site, such as, but not limited to, Facebook, Twitter and YouTube.~~

~~2. Blogging and other social network or media activities are personal and should be done on your own time unless you have been specifically assigned to perform an on-line activity related to your job duties.~~

~~3. DCBDD respects the right of privacy of its employees, but the agency must have constraints in place, restricting "*off duty*," social networking, social media contact and similar communications. Employees' non-work activities are restricted as follows:~~

~~a. An employee may not make inappropriate remarks or displays about a consumer, groups of consumers, families of consumers, or persons or organizations which interact with consumers.~~

~~b. An employee may not harass in any manner another employee, board member, a consumer, a consumer's representative or family, or others associated with DCBDD by any social networking or social media activity or other means of communication, such as telephone or email.~~

~~c. An employee may not use any DCBDD logos, without proper authorization. (Contact the Superintendent for clarification of this restriction.)~~

d. An employee may not act as the DCBDD representative on any matter or discussion without proper authorization.

e. An employee may not transmit images of consumers, the DCBDD workplace or DCBDD employees without proper authorization.

f. An employee may not transmit any confidential information about consumers, DCBDD employees, DCBDD Board members or their families.

4. If you choose to identify your relationship with DCBDD on any site, please pay attention to the restrictions identified in item #3 above. Use disclaimers when giving an opinion on a matter related to DCBDD. For example, "I am not speaking as a representative of DCBDD" or "This is my opinion and is not necessarily the position of the DCBDD on this matter."

5. Our mission is to support and empower people with developmental disabilities to live, learn, and work in the community. Please choose your words and phrases carefully when engaging in social networking or media activities.

Privacy does not exist in the world of social media. Please note that DCBDD cannot control the actions of others with whom individuals may choose to share their information. Content contributed to social media sites could encourage detrimental comments; however: board members, employees, volunteer/interns; contract employees must uphold all applicable requirements to maintain confidentiality of those we serve.

Definitions of Terms and Abbreviations Used In This Policy

Automation System:
The collective group of components, whether tangible or intangible, used for creating or accessing electronic data, information and building access.

Intranet/Network:
The DCBDD's internal network.

Internet:
The World Wide Web.

Hardware:
Any tangible piece of equipment used for creating or accessing electronic data and information and building access.

Software:
Any intangible property used for creating or accessing electronic data and information.

PC:
Any workstation using a Microsoft operating system.

Server:
The computer, peripherals, Microsoft operating system, and other associated software, which makes up the core of the DCBDD Intranet.

ISD:
The Information Systems Director.

NWA:
The Network Administrator.

VCC:
The Virtual Communications Coordinator.

ISDPT:
The Information Systems Department.

VOIP Telephone System:
Voice-Over-Internet-Protocol, a system of hardware and software that enables people to use the internet as the transmission source.

Fax Server:
A system of hardware and software which allow people to send and receive fax transmissions over the internet.

MFP:
A multi-function peripheral, in the DCBDD's case this refers to the (3) copier/printer/scanner.

Access Control System:

A web-based access control system that gives access, manages, and oversees the DCBDD's physical 22 points of entry.

Social Networking/Social Media:

For purposes of this policy: social networking includes communicating through a computer, mobile phone, or other device to an on-line network of contacts using a program established by a social networking site or social media site, such as, but not limited to, Facebook, Twitter and YouTube.

Social Media Policy

Delaware County Board of Developmental Disabilities

Reviewing Department	Board Resolution #	Effective Date	Board Review Date	Next Review Date
Communications	15-03-09	April 21,2016	April 21, 2016	April 2017

DCBDD supports the free exchange of information and camaraderie among employees on the internet. For the purposes of this policy, social networking includes communicating through a computer, mobile phone, or other device to an online network of contacts using a program established by a social networking site or social media site. When social networking extends to employees revealing confidential information about DCBDD or its employees, or engaging in posting inappropriate material about DCBDD or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action.

Employees are reminded to be careful of the information they disclose on the internet, including social networking sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors, or DCBDD that are vulgar, obscene, threatening, intimidating, harassing, or a violation of DCBDD's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status, or other protected class, status, or characteristic.
2. Statements or uses of DCBDD's logo which are slanderous or detrimental, including evidence of the misuse of DCBDD's authority, information, insignia or equipment.
3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against DCBDD. Unprofessional communication also includes that which DCBDD could demonstrate has a substantial risk of negatively affecting DCBDD's reputation, mission, or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of any confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information about individuals served by DCBDD, or any information which does not relate to an issue of public concern.
5. Disclosure of DCBDD photos and/or videos of staff and/or individuals without consent from said individuals to do so.

If employees associate themselves with DCBDD when posting, they must clearly brand their online posts as personal and purely their own. The company is not to be held liable for any repercussions the employees' content may generate. Employees should refrain from commenting on anything related to legal matters, litigation, or any parties DCBDD may be in litigation with.

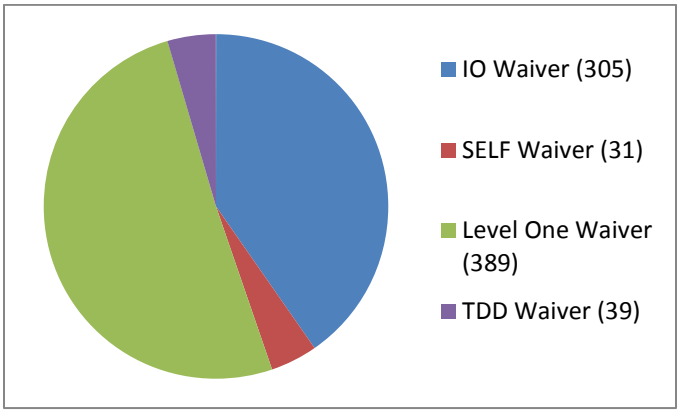
Employees should remember that anything posted on social networking sites is widely accessible and will be around for a long time, so consider the content carefully. Google has a long memory.

Social media sites may be inspected by DCBDD for cause to determine potential policy violations. If an online communication violates a DCBDD policy, DCBDD may investigate the matter, determine whether the communication violates policy, and take appropriate action. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

Media inquiries (including but not limited to any newspaper, reporter, radio station, TV station, etc.) about DCBDD must be referred to the Communications Coordinator.

Waiver Administration in Delaware County

Total Waiver Enrollment - 764



Waiver Waiting Lists

Individual Options (IO) – 275
Self Empowered Life Funding (SELF) – 91
Level One (LV1) - 175

Waiver Costs

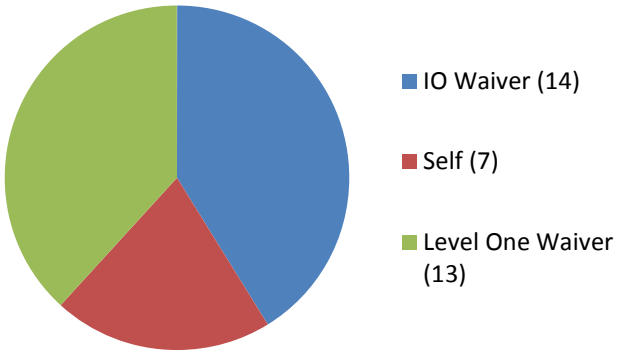
Total Costs - $20,108,021
Federal Match - $12,466,973
Local Match - $5,948,585
State Allocation - $1,692,463

TDD Waiver Transition

In 2015 and 2016 DCBDD transitioned 34 people from the TDD waiver to the IO waiver. DODD provided Medicaid match for the IO services based on past TDD utilization. To date, DCBDD has authorized services that total $86, 371 more than the match that DODD provided.

- The rate for IO waiver providers is higher than the TDD rates.
- CBs are responsible to pay the match for all adult day waiver services
- Families are finding it easier to hire IO waiver providers.

Waivers added 1st Quarter



Private Duty Nursing in Delaware County

Last Quarter

Ohio Department of Medicaid authorized private duty nursing for three people served on the individual options and level one waivers.

DCBDD is in the process of enrolling one child on the individual options waiver to utilize homemaker personal care to replace the PDN nursing that expires in June 2016. The hearing decision is still pending.

Ohio Department of Medicaid denied PDN services for one child. The family did not appeal the decision.

Current Quarter

Ohio Department of Medicaid is scheduled to review private duty nursing authorization for only one person.

Extended authorization is set to expire at the end of April for one person. The team has requested an IO waiver and a PDN hearing is scheduled for April 11th

All information is current as of March 31, 2016

Ohio | Department of Developmental Disabilities

John Kasich, Governor
John L. Martin, Director

To: County Boards, Waiver Providers

From: Josh Anderson, MDA Operations Administrator

Date: October 30, 2015

Subject: New Rates Effective January 1, 2016

The FY2016-17 Executive Budget has allocated additional funding to support DODD programmatic activity. That process resulted in an increase to the base rate for routine Homemaker/Personal Care (HPC) and Homemaker/Personal Care On-site/On-call (OSOC) services delivered through the Individual Options (IO) and Level 1 Waivers. That process also resulted in an increase to the base rate for Adult Foster Care and Adult Family Living services delivered through the IO Waiver.

Homemaker/Personal Care

For **routine HPC** services delivered on or after January 1, 2016, the rates for one staff delivering services to one individual (Service Codes APC, FPC, and EPC) are listed in the chart below. Please note that the rates listed below **do not include** the Medical Assistance Add-on, the Behavior Support Add-on, or the Community Integration Add-on. The rates are as follows based on Cost of Doing Business Category:

Agency Providers				Independent Providers			
CODB Category	Staffing Ratio	Rate through 12/31/15	Rate effective 1/1/16	CODB Category	Staffing Ratio	Rate through 12/31/15	Rate effective 1/1/16
1	1:1	$4.57	$4.84	1	1:1	$3.95	$4.19
2	1:1	$4.62	$4.89	2	1:1	$3.99	$4.23
3	1:1	$4.66	$4.94	3	1:1	$4.03	$4.27
4	1:1	$4.71	$4.99	4	1:1	$4.07	$4.32
5	1:1	$4.76	$5.04	5	1:1	$4.11	$4.36
6	1:1	$4.80	$5.10	6	1:1	$4.15	$4.40
7	1:1	$4.85	$5.15	7	1:1	$4.19	$4.45
8	1:1	$4.90	$5.20	8	1:1	$4.23	$4.49

All single staff/group size ratios are available in appendix A to OAC 5123:2-9-30. The new rates for all staffing ratios (Service Codes AMW, AMX, AMY, AMZ, FMW, FMX, FMY, FMZ, EMW, EMX, EMY, and EMZ) will be available soon in an appendix to Ohio Administrative Code 5123:2-9-30 under the "Rules Under Development" link on DODD's website. This rule with the revised rates is scheduled to be effective January 1, 2016.

Homemaker/Personal Care On-site/On-call

For **On- Site/On- Call HPC** services delivered on or after January 1, 2016, the rates for one staff delivering services to one individual (Service Codes AOC, FOC, and EOC) are listed in the chart below. The rates are as follows based on Cost of Doing Business Category:

Agency Providers				Independent Providers			
CODB Category	Staffing Ratio	Rate through 12/31/15	Rate effective 1/1/16	CODB Category	Staffing Ratio	Rate through 12/31/15	Rate effective 1/1/16
1	1:1	$2.61	$2.81	1	1:1	$1.83	$2.03
2	1:1	$2.64	$2.84	2	1:1	$1.85	$2.05
3	1:1	$2.66	$2.87	3	1:1	$1.87	$2.07
4	1:1	$2.69	$2.90	4	1:1	$1.89	$2.09
5	1:1	$2.72	$2.93	5	1:1	$1.91	$2.11
6	1:1	$2.74	$2.96	6	1:1	$1.94	$2.14
7	1:1	$2.77	$2.98	7	1:1	$1.95	$2.16
8	1:1	$2.79	$3.01	8	1:1	$1.97	$2.18

All single staff/group size ratios are available in appendix A to OAC 5123:2-9-30. The new rates for all staffing ratios (Service Codes OAW, AOX, AOY, AOZ, FOW, FOX, FOY, FOZ, EOW, EOX, EOW,EOY, and EOZ) will be available soon in an appendix to Ohio Administrative Code 5123:2-9-30 under the "Rules Under Development" link on DODD's website.

All referenced rules and appendices can be found on DODD's website under "Rules Under Development.

Adult Foster Care

For **Adult Foster Care** services delivered on or after January 1, 2016, the daily rates for agency (service code AFA) and independent (service code AFO) providers have been increased and are reflected in appendix A to OAC 5123:2-9-33. Adult Foster Care daily rates are determined by the Cost of Doing Business Category and the individual's ODDP score.

Adult Family Living

For **Adult Family Living** services delivered on or after January 1, 2016, the daily rates for agency and independent providers (service code AFL) have been increased and are reflected in appendix A to OAC 5123:2-9-32. Adult Family Living daily rates are determined by Cost of Doing Business Category and the individual's ODDP score.

For **Adult Family Living** (15 minute rate) services delivered on or after January 1, 2016, the rates for one staff delivering services to one individual (Service Code AFF) are listed in the chart below. The rates are as follows based on Cost of Doing Business Category:

Agency & Independent Providers			
CODB Category	Staffing Ratio	Rate through 12/31/15	Rate effective 1/1/16
1	1:1	$3.95	$4.19
2	1:1	$3.99	$4.23
3	1:1	$4.03	$4.27
4	1:1	$4.07	$4.32
5	1:1	$4.11	$4.36
6	1:1	$4.15	$4.40
7	1:1	$4.19	$4.45
8	1:1	$4.23	$4.49

The new rates for all group size ratios serving two through four individuals (Service Code AFF) are available in appendix A to OAC 5123:2-9-32.

As with all waiver services, providers are reimbursed at either their usual and customary rate for the service, which is entered in the rate field at the time claims are submitted by the provider, or the Medicaid maximum reimbursement rate established for the service in the Ohio Administrative Code (OAC), whichever is lower.

To accommodate for the above mentioned rate increases to multiple IO rates, the ODDP funding ranges will be revised to increase the specific range of each ODDP funding score. The new ODDP funding ranges within each Cost of Doing Business Category are reflected in appendix A to OAC 5123:2-9-06.

In addition to the rate increases, the annual Level One Waiver cap was also increased from $5,000.00 to $5,325.00. The Level One Waiver cap increase is reflected in ORC 5123:2-9-06 (D) (1). The Level One three year emergency cap has also increased from $8,000.00 to $8,520.00. The Level One Waiver three year emergency cap increase is reflected in ORC 5123:2-9-27 (C) (3).

DODD currently is working to update its various Medicaid systems (i.e., MSS, PAWS, DDP/IDS, MBS) to accommodate this upcoming rate increase. While the new rates are not effective until January 1, 2016, it is estimated that all DODD's systems will be able to be utilized to reflect the new rates for cost projecting and service authorization sometime in November 2015. Additional information pertaining to the exact date of the completion of the needed changes to DODD's systems will be shared as it becomes available.

If you have questions, please contact the DODD Support Center at 800-617-6733.

Thank you.

From: Melinda Draper
Sent: Thursday, April 14, 2016 2:30 PM
To: Kristine Hodge
Subject: FW: New Rates Effective January 1, 2016

Hi Kris-

Attached is the memo from DODD regarding the rate increase and increase to the waiver caps. The memo explains that the match for the rate increase is a part of the current biennium budget and the waiver caps were increased to accommodate the increase without decreasing service levels. To date, no one served by DCBDD has been negatively affected by the rate increase.

Also, Director Martin and Mark Davis from OPRA hosted webinars to educate providers about the increase. Here is the link to the webinar and supporting materials: https://www.opra.org/a-practical-discussion-6-increase-for-certain-waiver-dsps/

Please let me know if you have any additional questions.

Thanks,
Melinda

Melinda Draper, Waiver Coordinator
Delaware County Board of DD
7991 Columbus Pike
Lewis Center, OH 43035
Phone and Fax: 740-201-5808

Help Me Grow Update

April 21, 2016

SFY 2016

1. **Status of DCBDD Payments by FCFC**

$610,806.32	Total DCBDD Contract
$238,089.60	Paid invoices for services through 11/30/15
$197,214.36	Unpaid invoices for services between 12/1/15 to 3/31/16

FCFC has not paid DCBDD for services since 12/1/15 because of the low cash position in its Help Me Grow account – there is only a $14,609 balance. This is due to the Ohio Department of Health (ODH) funding distribution policy for grants.

At its May 2016 meeting, FCFC will advance $85,000 of its unrestricted funds from its Administrative account to the Help Me Grow account.

Earlier in April 2016, FCFC made a request for a special payment from ODH to pay for outstanding invoices and have a cash cushion for future expenses. FCFC requested $229,716 and is awaiting a final response from ODH.

2. **State Operations**

Legislation has been introduced to change "lead agency" for Ohio's IDEA Part C system from Ohio Department of Health to Ohio Department of Developmental Disabilities.

SFY 2017

1. **Continuation Grant Application**

FCFC submitted its SFY 2017 Help Me Grow Early Intervention application to the Ohio Department of Health (ODH) on 4/4/16. The initial budget for DCBDD's contract is $563,595.46. Application narrative and budget materials are included in this board packet.

Highlights from the application narrative:

Health Disparities - families served by Delaware County's HMG EI program reflect the county's overall demographic profile, in terms of race/ethnicity.

Service Coordination – quality assurance controls are in place to meet the federally-mandated role requirements for Service Coordinators.

Family Support – DCBDD's HMG program is a strong participant in community planning/collaboration initiatives with FCFC and United Way to offer family support activities for Delaware County families raising young children.

DCBDD Contract - differences between SFY 2017 and 2016:

Additional split-funding of Peggy Kroon Van Diest to reflect increased DCBDD responsibilities outside of "contract manager" responsibilities for Help Me Grow Early Intervention (EI) and Central Coordination (CC) grant agreement.

SFY 2016	80% HMG EI / 20% HMG CC
SFY 2017	55% HMG EI / 20% HMG CC / 25% DCBDD

New 0.50 FTE Service Coordinator to reduce already high caseloads at a time of rising referrals/qualified children.

Increased costs for HMG EI eligibility evaluations from $45,000 to $56,000 to reflect increasing referrals and services by contracted therapists.

Although it hasn't been submitted yet, the HMG Central Coordination budget will include 5% of Brittnay McClaskey's time and effort to support HMG communications/outreach activities. Not only is this an allowable expense for this subcontract, but it is also part of the contract's scope of work and deliverables.

2. Special RFP for SFY 2017 HMG "Bridge Funds"

The Ohio Department of Developmental Disabilities (DODD) released a one-time RFP for FCFC administrative agents to receive up to $8,500 for Help Me Grow Service Coordination and help meet SFY 2017 cash needs. The RFP is due 5/27/16. To receive the award, applicants must respond to a detailed questionnaire that profiles the local capacity of EI services, as defined by Ohio's Part C/Help Me Grow Early Intervention, and challenges that eligible families may have to receiving EI services. The questionnaire is attached with this Memo.

3. Ohio Children's Trust Fund – Continuation of Contract for Family Support Specialist

The Ohio Children's Trust Fund issued an RFP for child abuse and neglect prevention services between 7/1 – 12/31/16. FCFC currently contracts with Bethany Mirka to provide Family Support activities through 6/30/16. A successful grant award would allow FCFC to continue her services through the end of 2016 and make a plan to identify other funding sources or transition plan to continue them in 2017. The attached Memo provides more details about the history and changes with the Ohio Children's Trust Fund. FCFC respectfully requests a $900 in-kind contribution from DCBDD to provide meeting space for the two monthly support groups that Ms. Mirka organizes and facilitates.

Delaware County Department of Job & Family Services 02110021HG0417
Program Narrative FY17

Program Narrative: Complete and submit a narrative statement (do not exceed 2 pages) which explains any changes to program scope, personnel, partnerships with agencies or organizations, or other information the sub-grantee wishes to share for continuation funding. For example any personnel change for Evaluation and Assessment, Service Coordination, or any changes with contracted providers.

In SFY 17, the Delaware County Department of Job and Family Services (DCDJFS), acting as the administrative agent for the Delaware County Family & Children First Council (DCFCFC), will subcontract with the Delaware County Board of Developmental Disabilities (DCBDD) to implement the Help Me Grow Early Intervention program in Delaware County. Through the DCBDD, families will be offered a developmental evaluation/assessment to determine their child's eligibility and need for Early Intervention services. Families will receive a Service Coordinator who will coordinate the eligibility process and assist the family in choosing services to meet their needs. The Service Coordinator will ensure that the ongoing services are coordinated and monitored through the review and update of the Individual Family Services Plan (IFSP). Families will be offered linkage to a variety of services available in Delaware County from both private agencies, including not-for-profits, and through the Delaware County Board of Developmental Disabilities.

The Delaware County Family and Children First Council Coordinator, Stephanie Scribner, (employed by the Delaware County Dept. of Job and Family Services), with guidance and direction from the DCFCFC's Executive Committee, will develop the Help Me Grow (HMG) program budget and oversee the implementation of the HMG goals and objectives. The Delaware County Family and Children First Council will work to maximize GRF and Part C funds and to the best of its abilities, seek additional community fiscal support and in-kind donations to implement the requirements of the HMG Early Intervention Program.

The HMG EI Contract Manager and EI Supervisor, Peggy Kroon Van Diest, LSW (employed by the Delaware County Board of Developmental Disabilities) will be supervised by the DCBDD Superintendent, Kristine Hodge. The EI Contract Manager will be responsible for completing the HMG reports, monitoring compliance data, and overseeing the implementation of the HMG goals and objectives. The EI Contract Manager will also be responsible for overseeing the budget expenditures and providing financial information to the DCFCFC Coordinator for reporting in GMIS.

Rosemary Halterman, Coordinator of the Evaluation/Assessment process and Supervisor, (employed by the Delaware County Board of Developmental Disabilities) will be supervised by Peggy Kroon Van Diest, LSW. In SFY 17, Amanda Bacon, Kristen Gardini, Cassie Spiegel, Corie Thompson, Jen Villanueva Henkle, and Cherie Zorn will be full-time HMG Part C Service

Coordinators (employed by the Delaware County Board of Developmental Disabilities) and supervised by Peggy Kroon Van Diest, LSW and Rosemary Halterman, LSW, Evaluation Coordinator/Supervisor. All of the above HMG EI Service Coordinators, the Evaluation Coordinator/Supervisor and the EI Contract Manager have an ODH Service Coordinator Credential.

Objectives and Work Plan: Complete and submit a short summary of any changes in the Specific, Measurable, Achievable, Results-Oriented, and Time-Based (SMART) objectives and submit an updated work plan. Reference the competitive Solicitation for information. This should be based on a review of the Progress Plans submitted to date. Provide a brief report addressing elements of each objective and activity, including current status (met, ongoing or unmet); major findings; and barriers and how barriers were addressed.

The following program objectives and activities will continue July 1, 2016 and be implemented as outlined below throughout the SFY 17 grant year.

- As soon as possible after the Delaware County Help Me Grow EI program referral, and in enough time to complete the 45 day timeline activities, each child referred to the Program will be assigned a service coordinator. The Central Intake Coordinator will enter initial demographic information into Early Track. The HMG Service Coordinators will enter any ongoing data into Early Track.
  In FY16, this objective has been met and will be ongoing throughout FY17.
- Within 45 calendar days of the program referral Delaware County Help Me Grow Program will ensure that every infant and toddler referred to the HMG Early Intervention program is determined eligible or not eligible and each child's needs will be assessed to determine strengths and needs for program planning.
  In FY16, this objective has been met and will be ongoing throughout FY17.
- The Evaluation Coordinator will monitor evaluations by tracking the evaluation process for each child on the Evaluation/Assessment Log. Evaluations not completed in a three week timeline are prioritized to assure that evaluation is completed to meet the 45 day timeline.
  In FY16, this objective has been met and will be ongoing throughout FY17.
- Within 45 calendar days of the program referral Delaware County Help Me Grow Program will ensure that the families of children who are eligible and in need of services is provided with an Individual Family Services Plan. The HMG EI Contract Manager will monitor the Early Track Service Coordination Caseload Report on a regular basis. To ensure appropriate timelines are met, Service Coordinators will be alerted by HMG EI Contract Manager to schedule the family IFSP meeting if necessary.
  In FY16, this objective has been met and will be ongoing throughout FY17.

- Within 30 days of the initial IFSP each child participating in Early Intervention will be linked to services to meet the needs of the child. Service Coordinators will assist families in linking with services to meet the needs of the child. The EI Contract Manager will monitor the Early Track Timely Receipt of Services Report on a regular monthly basis. To ensure appropriate timelines are met, Service Coordinators will be alerted by HMG EI Contract Manager if necessary.

  In FY16, this objective has been met and will be ongoing throughout FY17.
- Within 90 days of the child's third birthday each family with a child participating in Early Intervention services will have a Transition Planning Conference. With parent permission, Service Coordinators will contact local LEA's to schedule Transition Conference 90 days before the child turns three years of age. If parent refuses LEA involvement Service Coordinator will meet with the family to plan transition. The HMG EI Contract Manager will monitor the Transition Planning Conference Report to ensure appropriate timelines are met. Service Coordinators will be alerted by HMG EI Contract Manager if necessary.

  In FY16, this objective has been met and will be ongoing throughout FY17.
- Outreach and awareness efforts will continue into FY17, targeting areas with higher populations of African American families, including but not limited to the Woodward Elementary School and the Delaware City Schools Resource Center.

  In FY16, this objective has improved and will continue to be an ongoing focus throughout FY17.

The SFY 17 <u>continuation</u> Solicitation continues its attention on the critical role of the Service Coordinator in Early Intervention. As mentioned in the current RFP the Service Coordinator is responsible for coordinating, facilitating, and monitoring the delivery of services to ensure services are provided within 30 days of the signed IFSP and delivered as documented on the family's IFSP. In requesting funds for this RFP, please address the following:

- **How are you monitoring service delivery to ensure that EI services are provided consistent with the IFSP?** Currently, the HMG EI Contract Manager monitors timely receipt of services through Early Track TRS Reports. The majority of specialized services are provided by the DCBDD through individual contracted providers. Service Coordinators also rely on communication from the EI Providers to document any deviation from services listed on the IFSP. This method of monitoring services has not always proven to be reliable. With the co-location of the HMG Service Coordinators and EI services at the DCBDD, effective 7/1/15, the utilization and access of Gatekeeper to track actual provision of services is being explored. Reports can be run by the Service

Coordinators on a regular basis to track services and follow up with the EI Providers if non-compliance with the IFSP is identified.

- **What are your procedures for explaining parent's rights to families and ensuring that parents' rights are not violated?** Service Coordinators provide parents with the ODH "Parents' Rights in Ohio Help Me Grow Early Intervention" and "Notice of Privacy Practices" brochures, initially after being assigned and prior to the child's evaluation, typically through email. The Developmental Evaluation team also provides the parents with a hard copy of the ODH "Parents' Rights in Ohio Help Me Grow Early Intervention" and "Notice of Privacy Practices" brochures. At the initial IFSP, the Service Coordinators go over Parent's Rights and answer any questions the family may have at that time. Service Coordinators and Developmental Specialists ensure that service provision follows the guidelines as listed in the above brochures. At every annual IFSP review, parent's rights are reviewed again.
- **What steps have you taken to educate your staff about the new Child Outcome Summary (COS) statements and what do you plan to do in the future?** All of the HMG Service Coordinators and the EI Developmental Specialists have been educated about the COS statements and the importance of accurate reporting. All of the HMG Service Coordinators and the EI Developmental Specialists participated in the webinar COS module trainings. We will be scheduling the face-to-face training with Cathy Kramer, DODD, in the near future, to work on enhancing their skills in choosing the most appropriate COS statements to best reflect the child's current functioning.

Health Disparity/Inequity Activities: Complete and submit a short summary statement of how program activities over the last year addressed health disparities and/or health inequities based on the focus of your application. This should include: specific objectives to address disparities/inequities; a summary of data to support your statement; and future plans to address this issue. This information should also be reflected in past program reports.
The local health status concern that was addressed by the HMG program in FY16 was accessibility. Families with children who have disabilities and/or developmental delays must be identified and served within Part C of Individuals with Disabilities Education Act.

The 2014 US Census population of children in Delaware County was 11,774 children from 0-5 years. Based on this statistic, an estimated 7,064 children were 0-3 years. Delaware County, according to the Ohio Department of Health (ODH) Allocation table for FY16, served 599 children. This was 8.3% of the child population under 3 years estimated at 7,193. In FY16, African American children were identified as continuing to experience disproportionate access for services for developmental delays. Outreach efforts were increased in FY16. Although

access to services has increased for our African American children, outreach efforts will continue in FY17 to ensure continued awareness for African American families.

According to the US Census data for 2014, the population in Delaware County was:

- 2.4% Hispanic
- 3.5% African American
- 5.4% Asian
- 1.8 % two or more races

According to the ODH Early Track report, "Children Receiving Services", dated 3/28/16, Delaware County is currently serving the following children in Early Intervention:

- 3.8% Hispanic
- 4.6% African American
- 6.8% Asian
- 2.8% two or more races

Another area that HMG EI is working to improve is access to Early Intervention services in natural environments for specific geographical areas in the northern and western areas of Delaware County, as well as the Delaware City area. Access to EI services in natural environments is also a challenge for our Medicaid recipients. Medicaid covered providers typically do not work in natural environments. The HMG EI Contract Manager and the EI Supervisor have been working with the DCBDD Provider Coordinator to look at areas of the county that are lacking EI Providers so recruitment efforts can be increased. These recruitment efforts and identifying areas of need will continue in FY17.

The DCFCFC has worked together with the DCBDD to provide high quality EI services within the budget limitations and will continue to maximize the federal and GRF allocated funds for FY17 to serve the target population for Delaware County, of children, birth to three years, who have developmental delays or disabilities or physical/mental condition with a high probability of causing a developmental delay.

The DCFCFC in partnership with the Delaware General Health District completed a Delaware County Youth Health Assessment that identified access to services as one of their outcome areas. The HMG EI Contract Manager serves on the "Family Support" committee that will be working on one of the strategies of "coordinating a network of early childhood providers to identify gaps in services for strengthening families" beginning in FY16 and continuing in FY17.

Request for Proposal (RFP)
Early Intervention Service Provision Data and Access to Early Intervention Services Grants

Background: The Ohio Department of Developmental Disabilities (DODD) is responsible for overseeing a statewide system of supports and services for people with developmental disabilities and their families. This system includes interagency coordination of Early Intervention Services. DODD partners with the Ohio Department of Health (ODH) to implement Ohio's early intervention system, including Part C of the Individuals with Disabilities Education Act (IDEA) Early Intervention, which is part of the larger Help Me Grow system. Both DODD and ODH can develop, implement and monitor service provision (OAC 3701-8).

Eligibility: Only State Fiscal Year 2017 Administrative Agents for Help Me Grow Early Intervention: Evaluation and Assessment and Service Coordination Continuation Funding Grants (solicited by ODH) may participate in this grant opportunity. Administrative Agents that represent multiple counties should submit one application per county. See Addendum B – List of Counties and Award Amounts for a comprehensive list of Administrative Agents.

Purpose: DODD seeks information regarding Early Intervention service provision in Ohio. Grantees will receive compensation for completing a Questionnaire related to challenges associated with accessing any Early Intervention services and ensuring the access of all eligible families to needed Early Intervention services. The Questionnaire is included as Exhibit A to the attached Grant Agreement.

Award Amounts: The lesser of 1/12 (one month) of the county's Help Me Grow Early Intervention: Evaluation and Assessment and Service Coordination award or $8,500.00 (see attached Addendum B to the grant agreement for award amounts listed by County). Funds disbursed are non-Federal dollars.

Application Process and Critical Dates:

By April 15, 2016, Submit Notice of Intent: If you intend to pursue this grant opportunity, complete the Intent to Apply form (Attachment A) and submit it electronically to EI.invoices@dodd.ohio.gov.

By May 13, 2016, Complete the Grant Agreement & Offshore Affirmation Form: Fill out and sign the Grant Agreement (Attachment B) and the Offshore Affirmation Form (Addendum A). These documents must be submitted electronically to EI.invoices@dodd.ohio.gov. Please consult the terms and conditions of the grant agreement for more information.

By May 27, 2016, Complete the Questionnaire & Invoice Form to receive the funds associated with this grant opportunity *before* July 1, 2016. Please complete the Questionnaire (Exhibit A) and Invoice Form (Exhibit B) and submit them electronically to EI.invoices@dodd.ohio.gov. Shortly after this date, the State of Ohio accounting system will shut down for year-end close, thus we cannot guarantee that Questionnaires & Invoice Forms returned after this date will be processed for payment prior to July 1.

By August 1, 2016, Complete the Questionnaire & Invoice Form to receive the funds associated with this grant opportunity *after* July 1, 2016. If you are unable to submit your Questionnaire (Exhibit A) and Invoice Form (Exhibit B) by May 27, payments for this grant will be processed after July 1, 2016 but must be

submitted prior to the grant close date of August 1. Please complete the Questionnaire (Exhibit A) and Invoice Form (Exhibit B) and submit it electronically to EI.invoices@dodd.ohio.gov.

Attachments:
Attachment A – Intent to Apply
Attachment B – Grant Agreement
Exhibit A – Questionnaire
Exhibit B – Invoice Form
Addendum A – Offshore Affirmation Form
Addendum B – List of Grant Award Amounts by County (for reference only)

Questions: Please contact Tiffany Harlan via email at Tiffany.Harlan@dodd.ohio.gov or call 614-728-5810 with questions regarding this funding opportunity.

Exhibit A: Questionnaire

Instructions: Please complete the questionnaire below in its entirety and provide the name and contact information of the person(s) responsible for its completion. Once complete, please fill out the invoice template (Exhibit B). The invoice template must be complete and accurate in order to receive payment (please use the information in Addendum B: List of Counties and Award Amounts to complete the invoice). Please refer to the checklist on page 3 to ensure that you've provided all necessary information.

A. Contact Information for Person(s) Completing Questionnaire

1.) Name:
Email Address:
Phone Number:

2.) Name:
Email Address:
Phone Number:

B. Questionnaire

1.) Describe the steps/activities that the service coordinator takes to ensure that all eligible families have access to any needed EI service.

2.) What are the challenges/barriers to accessing any of the 17 EI services?

3.) What strategies have you tried to address these challenges/barriers?

4.) Working with your local CCC complete the following information about your local EI service providers.

EI Service	Provider Agency	Funding (POLR, CBDD, Medicaid, Private Insurance)
Assistive Technology		
Audiology Services		
Family Training, Counseling and Home Visits		
Health Services		
Medical Services		
Nursing Services		
Nutrition Services		
Occupational Therapy Services		
Physical therapy Services		
Psychological Services		
Service Coordination Services		
Sign Language and Cued Language Services		
Social Work Services		
Speech Therapy Services		
Special Instruction		
Transportation and related costs		
Vision Services		
Other:		

Checklist for Early Intervention Service Provision Data and Access to Early Intervention Services Grants

Questionnaire

- [ ] Contact Information for Questionnaire Respondents
- [ ] Completed Questionnaire

Invoice Template

- [ ] Fill in "Administrative Agent Entity Name" on top left of form
- [ ] Include "Remit to" address on top left of the form as listed in Addendum B: List of Counties and Award Amounts (if this address is incorrect please contact Tiffany Harlan at Tiffany.Harlan@dodd.ohio.gov)
- [ ] Include a State of Ohio Supplier ID Number under the remit to address
- [ ] Fill-in the "Service Location" code under the State of Ohio Supplier ID Number
- [ ] Write-in "Date of Submission" on right side of page
- [ ] Write-in "Invoice Number" on right side of page
- [ ] Select County (this will automatically populate your grant amount)
- [ ] Complete "Make Check's Payable To" and "Invoice Contact Information" at bottom of form
- [ ] Sign Invoice Template

March 2016 Enrollment Report

Data Input				
Enrollment Report Date:	3/31/2016			
Date Range To Report	Begin Date	3/1/2016	End Date	3/31/2016

Enrollment As Of:	3/31/2016			

Categories (All Active Status, All Sites)	Enrollment # By Age Group	% of Overall Enrollment		
Birth thru age two	345	14%	79%	
Three thru age five	466	19%		
Six thru age 21	1175	47%		
22 thru age 59	469	19%		
60 years old and older	52	2%		
Total Enrollment February 2474 (Net increase of 33)	2507	100%		

Site Status	# By Site	% of Overall by Site		
Active SA-EI (46 - 69)	331	13%		
Active SA - Children (01-05, 07-25, 101-110)	1520	61%		
Active SA - Adult (26-45)	564	22%		
No County Board Contact (06)	92	4%		
Total	2507	100%		

Active - People who have left the system	# of People Who Have Left
Terminations	31
Deceased	0
Inactive	0
Total	31

Activity - People who have entered the system	# of People Entering	% of Those Entering		
Number Made Active - Birth thru age two	34	53%	78%	
Number Made Active - Three thru age five	16	25%		
Number Made Active - Six thru age 21	12	19%		
Number Made Active - 22 thru age 59	2	3%		
Number Made Active - 60 years old and older	0	0%		
Total	64	100%		

Waiver	# Enrolled	% of those served
Individual Options Waiver (IO)	310	12.4%
Level One Waiver	390	15.6%
Transitions DD	35	1.4%
Self Waiver	34	1.4%
Total	769	

Department Report

Title	Name	FTE	Department #
Superintendent	**Hodge, Kristine**	**1**	**100**
Executive Assistant	Sonner, Debbie J.	1	100
Medicaid Waiver Coordinator	Draper, Melinda S.	1	100
Senior Investigative Agent	Hill, Craig T.	1	100
Investigative Agent	Rayburn, Angie	1	100
Communications Coord./PR	McClaskey, Brittany	1	100

Director of Oper./Business Mgr.	**Zirillo, Jared**	**1**	**100**
Records Librarian	Davis, Robyn	1	90
Office Manager - Administration	Johnson, Jillian L.	1	90
Administrative Assistant	Mack, Wendy L	1	90
Fiscal Services Manager	Biernacki Sweet, Andrea	1	80
Fiscal Services	Davenport, Jodie L.	1	80
Fiscal Services	Noterman, Jean L	0.6	80
Fiscal Services	Rarick, Renee A.	1	80
IT Manager	Tibbitts, Glen A.	1	70
IT Specialist	Massaro, Michael	1	70

Help Me Grow/EI Director	**Kroon Van Diest, Peggy**	**1**	**100**
Office Manager - E.I.	Abdon, Pamela S.	1	60
Evaluator/Eval. Coord./Supervisor	Halterman, Rosemary	1	50
E.I Supervisor	Amato, Beth	1	50
Developmental Specialist	Block, Carrie B.	1	60
Developmental Specialist	Cabot, Lisa M.	1	60
Developmental Specialist	Harris, Heather D.	1	60
Developmental Specialist	Lajeunesse, Lisa A.	1	60
Developmental Specialist	Lehman, Melanie E.	1	60
Developmental Specialist	Pusateri, Julia A.	1	60
Developmental Specialist	Steyer, Beth E.	1	60
Developmental Specialist	Wilcox, Zakiah M.	1	60
Developmental Specialist	Wolfe-Anderson, Terri R.	1	60
Developmental Specialist	Woolum, Dena S.	1	60
Service Coordinator	Bacon, Amanda	1	50
Service Coordinator	Gardini, Kristen	1	50
Service Coordinator	Spiegel, Cassie	1	50
Service Coordinator	Thompson, Cora	1	50
Service Coordinator	Villanueva-Henkle, Jennifer	1	50
Service Coordinator	Zorn, Cherie	1	50

Director of Support Services			**100**
Office Manager - Support Admin.			40
Support Administration Manager	McCleese, Jennifer L.	1	40
Support Administration Manager	Schaber, Kristy L.	1	40
Support Administration Manager	Smart, Cheryl A.	1	40
Intake Coordinator	Blevins, Diane R.	1	20
Provider Coordinator	Copley, Cheryl A.	1	10
Support Administrator Family	Bates, Julie A.	0.5	10
Support Administrator Family	Byrd, Dawn M.	1	10
Support Administrator Family	Curcillo, Lisa	1	10
Support Administrator Family	Davenport, Tina N.	1	10
Support Administrator Family	Decker, Kristen R.	0.5	10
Support Administrator Family	Downing, Marcy D.	1	10
Support Administrator Family	Dunaway, Shawn	1	10
Support Administrator Family	Fleming, Jocelyn R.	1	10
Support Administrator Family	Hahn, Linda D.	1	10
Support Administrator Family	Hostutler, Jessica E.	1	10
Support Administrator Family	Overton, Meghan L.	1	10
Support Administrator Family	Schooley, Deborah L.	1	10
Support Administrator Family	Thacker, J. Adam	1	10
Support Administration Transition	Gibson, Deborah M.	1	20
Support Administration Transition	Grywalski, Erin	1	20
Support Administration Transition	Hackworth, Heidi	1	20
Support Administration Transition	Herrera, Karen J.	1	20
Support Administration Transition	Hollingsworth, Laura J.	1	20
Support Administration Transition	Jordan, Serena	1	20
Support Administration Transition	Kilburn, LaShon	1	20
Support Administration Transition	Matlack, Keith A.	1	20
Support Administration Transition	Rollins, Barbara A.	1	20
Support Administration Transition	Rowlinson, Amanda	1	20
Support Administration Transition	Swipas, Susan L.	1	20
Support Administration Adult	Benke, Kelly A.	1	30
Support Administration Adult	Eckman, Susan M.	1	30
Support Administration Adult	Ferrell, Karen L.	1	30
Support Administration Adult	Gardner, Cory	1	30
Support Administration Adult	Hardesty, Nicole	1	30
Support Administration Adult	Kehres, Natalie S.	1	30
Support Administration Adult	Lucey, Jodi	1	30
Support Administration Adult	Reminder, Emily	1	30
Support Administration Adult	Ritchard, Melissa	1	30
Support Administration Adult	Sellers, Denise R.	1	30
Support Administration Adult	Tiedt, Aaron J.	1	30
Support Administration Adult	Waits, Chase	1	30
Support Administration Adult	Wasielewski, Marcia B.	1	30
Support Administration Adult	Zeller, Roberta	1	30

Total 77.6

March 2016 Delaware Provider Network Summary

(summary includes contract providers and does not include "waiver only" providers)

Therapy Indep	=	99	Therapy Agency	=	61 *(providers may provide services under more*
SL Indep	=	99	SL Agency	=	89 *than one category)*
Other Indep	=	8	Other Agency	=	38
Total Indep	=	196	Total Agency	=	137 *(totals are unduplicated #s)*
			Total Current Providers	=	333 *(net increase of 2)*

SL Agencies (HPC, Voc, Trans and Day Hab)		Therapy Agencies (Trad/Non-Trad and Psyc/Beh Spec)	
A Plus Home Health Care	Home Health Connection	A Way With Words, LLC	Neurofeedback and
A Steady Hand Supported	Horizon Healthcare Services,	ABC Therapies Inc.	New Spring Special
A-1 Nursing Care Inc	House of New Hope INC	Advanced Speech, LLC	Now We're Talking LLC
Ability Matters	In Loco Parentis, Inc.	Affordable Home Health	Ohio Consumer Care
ABS Assisted Living Inc.	Interim Plus Agency LLC	All About Speech LLC	Pathfinder Progress,
ADD	Johnson Health	Aspen Home Healthcare	Payne Behavioral
Advance DD Care, LLC	Jonathan Hersh	Beginning Kids Adventures,	Pediatric Therapy
all R friends, LLC	Just In Time Care Services,	Blue Horizon Consulting	Pin Oak Therapeutic
Alpha Group of Delaware	Lend a Hand Services LLC	Center for Cognitive &	Pro Health Care
Alternative Center LLC,	Life Builders, LLC	Central Ohio Behavioral	Professional Speech
Andrew Developmental	Maxim Healthcare Services	Central Ohio Therapy	ProLink Home Health
Aspen Home Healthcare	Minamyer Residential	Childrens Center for	Raphael Health Care,
AW Holdings, LLC	MOENA Home Healthcare	Columbus Therapy	Rehab2you
B Bentley Transportation,	NCK Residential Services	Cool Kids Therapy Services,	Renascence LLC
Basinger, Inc.	New Direction Health and	Cornerstone Speech	Respite Connections,
Best Payments, LLC	New Millenium Home	Creative Abilities LLC	Sensory Solutions
Bridges to Independence,	Ohio Consumer Care	Delaware Speech & Hearing	Something To Say, LLC
Caregiver Homes of Ohio,	Ohio-At-Home Health Care	Dynamic Child, LLC	Specialized Speech
Careplus Healthcare	On The Mark Srvcs Inc.	Dynamic Pathways, Inc.	Speech Language Path,
Central Ohio Health and	Open Arms Health Systems,	Dynamic Therapeutic	Step By Step Academy,
Certify Agency Resources	Outreach Care Services	EEG Enterprises, Inc	Team Care Behavioral
Childrens Center for	PALS A Chrysalis Health	Flourish Integrated	Upper Arlington
Comcare Home Care	Pathfinder Progress, LLC	Food for Good Thought, Inc.	We Joy Sing Inc.
Compassionate In-Home	Pathways to Independence	Grady Memorial Hospital	
Cornerstone Supported	Pro Health Care	Grow Speech Therapy	
Creative Foundations Inc.	Raphael Health Care, LLC	Hands from Heaven, LLC	
Creative Options LLC	RChoices	HAUGLAND, LAMARCHE,	
Delaware Creative	Reach Educational Services	Helping Hands Center for	
Do Good Health Care LLC	Reflektions, LTD	Home Health Connection	
Dreamshine at Autumn	REM Ohio Residential	House of New Hope INC	
Dungarvin Ohio LLC	Renaissance Healthcare LLC	ISIS Healthcare and Staffing	
Easter Seals Cent. &	Respite Connections, Inc	Johnson Health	
ECHO Residential	Serenity Support Services	Kari S Watts PhD BCBA D	
Embracing Autism Inc.	Sincere Confidence Care,	King Enterprise, LLC	
Ergon Employment	Spark, LLC	Learning Spectrum, LTD	
Experienced Providers In	Step By Step Academy, Inc.	Lets Talk LLC	
Food for Good Thought,	Stone Lake Daycare Center,	Move to Learn, LLC	
Friendly Home Health	Sun Rise Agency, LLC	Nationwide Childrens Hosp	
Gentle Hands Care	Tender Touch Supported		
Good Samaritan Home	Three C Care Healthcare		
Guardian Care Services,	Universal Medical Staffing		
Hands from Heaven, LLC	VIAQUEST DAY SERVICES		
Healthy Connections	VIAQUEST RESIDENTIAL		
Healthy Life Home			
Helping Hands Center for			
Heritage Day Health			



OACB16

SPRING CONFERENCE

MAY 12 - 13 • COLUMBUS, OH

2016 OACB Spring Conference May 12-13 - Register Today!

The OACB 2016 Spring Conference will take place Thursday, May 12, and Friday, May 13. Attendees will learn more about recent developments in Ohio's county board system, strengthen ties with colleagues from across the state, and develop professional skills in a wide variety of areas. Registration is now open in MemberConnect, the association's member services portal, located at www.members.oacbdd.org.

TO REGISTER:

1. Go to MemberConnect at www.members.oacbdd.org.
2. Log in or create an account if you do not have one. (NOTE: OACB membership is not required for a MemberConnect account)
3. Once logged in, click on "Events" in the Navigation Menu.
4. Locate the 2016 Spring Conference and click the green "Register" button.
5. Follow to prompts to complete your registration.

Pricing Information

To assist with attendees' planning efforts, we have included conference attendance pricing here:

Board Member of a County Board

- o One Day Only $95
- o Two Days: $185

County Boards, Affiliate Members, and COG Staff

- o One Day Only: $160
- o Two Days: $270

Non-Member Registration

- o One Day Only: $230
- o Two Days: $390

Self-Advocates

- o Free (self-advocate support staff pay $50 per day)
- o If the self-advocates you are helping to register do not have email addresses, please send a message to aneu@oacbdd.org for additional instructions.

All fees must be paid to the OACB within 30 days of billing unless cancellations are made prior to posted deadlines. Cancellations made after posted deadlines will billed at 100% of the registration fee. Cancellations must be made online at members.oacbdd.org. No-shows will be billed 100% of the registration fee. Substitutions will not be accepted after the cancellation date.

Hotel Information and Accommodations



Event Location:

Hilton Columbus at Easton
3900 Chagrin Drive, Columbus, OH 43219
Telephone: (614) 414-5000

Reduced Room Rate: The Hilton Columbus at Easton will offer a reduced room rate of $183 per night plus tax for attendees of the 2016 OACB Spring Conference.

The Hilton Columbus at Easton will only reserve two rooms per purchase order, with the names of guests staying in each room required at time of booking. NO multiple reservations will be accepted under one name.

If you have booked a room at the reduced event rate and need to cancel your reservation, please call Ann Neu at (614) 431-0616. We will ensure that the room you no longer need will be made available to other attendees at the lower conference rate.

Tentative Schedule of Tracks

To view the tentative agenda for each track (including session descriptions), log in to MemberConnect at www.members.oacbdd.org using the instructions above. Once you are logged in, click on "Events" in the Navigation Menu. Locate the Spring Conference in the events list, and click on "View" to see track and session information. Be sure to check MemberConnect often between now and the Conference as more information is added. Tracks by day include:

Day One Tracks
Thursday, May 12

Track 1: Business Management
Track 2: School Age Services
Track 3: Abuse Prevention
Track 4: Systems Transformation
Track 5: Board Leadership

Weather permitting, a hospitality reception will be held on the hotel patio Thursday evening.

Day Two Tracks
Friday, May 13

Track 1: Adult Services
Track 2: Public Relations
Track 3: Emerging Trends
Track 4: HIPAA (half-day track)
Track 5: Early Intervention

Continuing Professional Development Units (CPDUs) will be available for both days through the Ohio Department of Developmental Disabilities.

Vendor Tables and Program Ads

Vendor tables and program advertisements will once again be offered at the Spring Conference. Please review the price structure below and click on the link to complete a reservation form.

Vendor Tables
1 Day - $400
2 Days - $650

Program Ads
Full Page - $500
Half Page - $250
Quarter Page - $175
Third Page - $150



CLICK HERE to reserve a vendor table at the Spring Conference or purchase an ad in the event program
*If the above link does not work, visit **www.oacbdd.org/vendors***

Questions? Contact us!

If you have any questions about event topics, registration, or hotel accommodations, please contact Ann Neu at (614) 431-0616 or aneu@oacbdd.org.

We look forward to seeing you at the Conference!